



**Brunswick-Glynn County Joint Water and Sewer Commission**  
**1703 Gloucester Street, Brunswick GA 31520**  
**Thursday, June 6, 2019 at 2:00 pm**  
**Commission Meeting Room**

## **COMMISSION MEETING AGENDA**

**Call to Order**

**Invocation**

**Pledge**

### **PUBLIC COMMENT PERIOD**

*Public Comments will be limited to 3 minutes per speaker. Comments are to be limited to relevant information regarding your position and should avoid being repetitious. Individuals should sign in stating your name, address and the subject matter on which you wish to speak. Your cooperation in this process will be greatly appreciated.*

### **COMMITTEE UPDATES**

**Facilities Committee** – Chairman Turnipseed

**Finance Committee** – Commissioner Copeland

**Communications Committee** – Commissioner Stephens

**Human Resources Committee** – Commissioner Elliott

**Legislative Committee** – Commissioner Harvey

**Economic Development Committee** – Commissioner Duncan

**Emergency Preparedness Committee** – Commissioner Stephens

### **APPROVAL**

- 1. Minutes from May 16, 2019 Regular Meeting** (*subject to any necessary changes*)
- 2. SPLOST V Odor Control IGA with City of Brunswick** – C. Dorminy
- 3. Wade Journey Comprehensive Agreement** – C. Dorminy
- 4. Academy Creek Engineering RFP Recommendation Award** – A. Burroughs
- 5. Ridgewood WPF Engineering Update Award** – A. Burroughs
- 6. Pump Station 4003 Force Main Inspection Approval** – A. Burroughs

### **DISCUSSION**

- 1. Customer Assistance Program Overview** – A. Burroughs

**EXECUTIVE DIRECTOR'S UPDATE**

**CHAIRMAN'S UPDATE**

**EXECUTIVE SESSION**

**MEETING ADJOURNED**

*All citizens are invited to attend.  
There is a possibility of a quorum of City or County Commissioners being present.*



**Brunswick-Glynn County Joint Water and Sewer Commission  
1703 Gloucester Street, Brunswick, GA 31520  
Thursday, June 6, 2019 at 2:00 PM**

**COMMISSION MINUTES**

**PRESENT:**

**G. Ben Turnipseed, Chairman  
Steve Copeland, Vice-Chairman  
Donald Elliott, Commissioner  
Tripp Stephens, Commissioner  
Cornell L. Harvey, Commissioner  
Wayne Neal, Commissioner  
Bob Duncan, Commissioner**

**ALSO PRESENT:**

**Andrew Burroughs, Interim Executive Director  
Charlie Dorminy, Legal Counsel HBS  
Todd Kline, Director of Engineering  
Pam Crosby, Director of Procurement  
John D. Donaghy, Director of Finance  
Jay Sellers, Director of Administration  
Cindy Barnhart, Teamwork Services Inc.  
Janice Meridith, Exec. Commission Administrator**

**MEDIA PRESENT:**

**Taylor Cooper, The Brunswick News  
Pamela Permar Shierling, The Islander**

Chairman Turnipseed called the meeting to order at 2:00 PM.

Chairman Turnipseed provided the invocation and Commissioner Duncan led the pledge.

**PUBLIC COMMENT PERIOD**

Chairman Turnipseed opened the public comment period.

There being no citizens for public comment, Chairman Turnipseed closed the public comment period.

**COMMITTEE UPDATES**

**Facilities Committee – Chairman Turnipseed**

Chairman Turnipseed stated that the Facilities Committee had met on the previous day. Discussions included the SR27 Resurfacing Project, Pump Station 4003 design project, Pump Station forcemain reroute, residential meter sizes allowing 5/8” meters, SPLOST 2020 recommended project list, and project report update.

### **Human Resources Committee – Commissioner Elliott**

Commissioner Elliott advised that the Human Resources Committee had met earlier that same morning. Condrey & Associates provided a conference call with the committee to discuss the methodology from the 2014 salary study. Discussion included staff performing an in-house analysis using data from other utilities obtained from AWWA, the hiring process for the position of Executive Director, and the advertisement for candidates for the Executive Director position.

### **Finance Committee – Commissioner Copeland**

Commissioner Copeland advised that there would be a Finance Committee Meeting on June 19, 2019 at 1:00. He noted that the City and County have not provided any comments or recommended revisions to the FY2020 budget which had been forwarded to them. Commissioner Copeland also mentioned that the staff is working on the FY2020 Rate Resolution and will present it at the next Finance Committee and Commission Meetings.

Commissioner Harvey reported that at the City Council Meeting on June 5, Interim Executive Director, Andrew Burroughs gave a great presentation to the Commission, provided an update on what's happening in the City with various projects, and also an update on the Arco area which was very well received as presented.

## **APPROVAL**

### **1. Minutes from the May 16, 2019 Regular Commission Meeting**

Commissioner Stephens made a motion seconded by Commissioner Duncan to approve the minutes from the May 16, 2019 Regular Commission Meeting. Motion carried 6-0-1. (Commissioner Copeland abstained from the vote as he was not present

### **2. SPLOST V Odor Control IGA with City of Brunswick – C. Dorminy**

Chairman Turnipseed provided that the SPLOST V Odor Control IGA with the city of Brunswick had been presented to the Facilities committee on the previous day and was approved to be moved to the full Commission. Charlie Dorminy advised that it is required by law for an IGA to be entered into with the City or County when SPLOST funds are being transferred to JWSC for SPLOST projects. He further noted that this IGA is for the funds which the City of Brunswick is holding specifically for odor control at the Academy Creek plant and that will be transferred to JWSC specifically for that purpose. Mr. Dorminy advised that the City of Brunswick had approved the IGA at their meeting on the night before, subject to a two year time limit being put on the project. Commissioner Elliott commented that there was one issue that he thought might require editing which is that if the money is encumbered or an outlay has occurred, will the money be considered "spent" if it is encumbered by a contract and the contract has not yet been completed. Commissioner Harvey provided that he thought it would be, once the money is encumbered that should satisfy the agreement. Mr. Dorminy questioned if he should amend the contract to include that language. It was noted that it was sufficient to have this informal agreement captured in the minutes.

Commissioner Stephens made a motion seconded by Commissioner Harvey to move that the Joint Water and Sewer Commission enter into a SPLOST V Intergovernmental Agreement with the City of Brunswick for Odor Control at the Academy Creek Wastewater Treatment Plant. Motion carried 7-0-0.

### **3. Wade Journey Comprehensive Agreement – C. Dorminy**

Mr. Dorminy advised that this is a Comprehensive Agreement related to Wade Journey Homes which owns 59 platted lots in the Saddle Brooke community, 18 of which already have taps and Wade Journey is seeking 41 more taps. The associated Basins 4105 and 4107 have been identified to be without sufficient capacity. JWSC has a plan that would be added to allow for additional connections. The Developer submitted a UP a few months prior which was approved and accepted. Mr. Dorminy provided that this is

a formal agreement to document that understanding. Chairman Turnipseed commented that this was presented to the Facilities Committee on the previous day and was approved to move to the full Board.

Commissioner Duncan made a motion seconded by Commissioner Harvey to move that the JWSC approve the Comprehensive Agreement with WJH, LLC f/k/a Wade Journey Homes, Inc. and authorize the Chairman to execute the same.

Commissioner Neal questioned that by approving these 41 taps, does that preclude other neighborhoods from being able to get taps based on these lift stations' current capacity. Mr. Burroughs responded that these lift stations are deemed over capacity, but there is an active project going on with the Bergen Woods developer to increase capacity in those stations. The funds from this agreement will be used for rerouting the forcemain to further increase the capacity and will cut the length of forcemain in half. He further noted that if there is someone needing to tie on before that happens then they would also need to go through the Unsolicited Proposal process as these developers did, but this is not expected to be a very long term situation.

Motion carried 7-0-0.

**4. Academy Creek Engineering RFP Recommendation Award – A. Burroughs**

Chairman Turnipseed advised that staff has received proposals from 5 engineering firms and have rated the proposals, of which the highest rating was earned by Goodwyn, Mills, Cawood, Inc. The project included both the upgrades for the Academy Creek Plant and also the Dunbar Creek Plant. At the present time, staff believes that concentration should be placed on the Academy Creek Plant first. The chairman noted that an application has been placed by JWSC with GEFA for a \$10M loan of which the approval by the GEFA Board is anticipated. Also, there are SPLOST V funds available for the engineering design for the Academy Creek Plant. Chairman Turnipseed provided that if the contract is awarded at this time, the finalization of documents should be done by February 2020 which would then allow construction to be complete by no later than November 2021.

Commissioner Duncan made a motion seconded by Commissioner Copeland to move that the Brunswick Glynn County Joint Water and Sewer enter into contract with Goodwyn, Mills, Cawood, Inc. in the amount of \$1,181,150 for Engineering Services related to the Academy Creek Rehab Project. Motion carried 7-0-0.

**5. Ridgewood WPF Engineering Update Award – A. Burroughs**

Chairman Turnipseed advised that the Ridgewood Production Facility is located out on the north side of Brunswick. He noted that there are two Miocene wells running almost 24 hours per day, and this is an existing well which JWSC had engineering plans prepared for four to five years previously. Staff was instructed to go back to the engineer of original design to request that the engineer provide an updated proposal for ensuring the design is up to date, prepare the construction bid documents, and do the project construction administration/supervision. The money to fund this has been set aside in the budget. Commissioner Stephens inquired as to how close this well is to the salt water plume. Mr. Burroughs provided that the salt water plume is near the Brunswick Villa towards the Brunswick Cellulose area, and this location is off of Cate Road which is a good distance away. Commissioner Stephens then asked about a news report he read about JWSC having a potential well with an elevated tank and asked if these were totally unrelated or if there was a possibility of combining the two in together. Chairman Turnipseed provided that they could be combined, and with the possible development expected in that area another well may be needed. Commissioner Elliott inquired as to the budget the funds will come from and Mr. Burroughs replied that the funding would come from R&R.

Commissioner Stephens made a motion seconded by Commissioner Duncan to move that the Brunswick Glynn County Joint Water & Sewer Commission enter into contract with Elmo A. Richardson, Jr., P.E., LLC in the amount of \$104,450 for Engineering Services related to the Ridgewood Water Production Facility project. Motion carried 7-0-0.

**6. Pump Station 4003 Force Main – A. Burroughs**

Chairman Turnipseed provided that JWSC currently has an engineering firm designing upgrades for Pump Station 4003 which has a 12 inch ductile force main coming from that pump station all the way to the Academy Creek plant. Staff believes this force main needs to be inspected using “Smart Ball” technology to ensure if the force main also needs upgrades or lining. A presentation was provided to the Facilities Committee on the previous day. This will not require any by-passing. The Smart Ball is placed in the force main while in operation.

Commissioner Duncan made a motion seconded by Commissioner Neal to move that the Brunswick-Glynn County Joint Water and Sewer Commission enter into contract with Pure Technologies in the amount of \$92,225 for force main analysis services related to Pump Station 4003 Rehabilitation Project. Motion carried 7-0-0.

**DISCUSSION**

**1. Customer Assistance Program Overview – A. Burroughs**

Andrew Burroughs provided that he had presented this overview to the City Council on the previous night. First he explained the ways in which citizens can give or donate to the program. The donation form can be obtained from the JWSC website or in the lobby at the administrative office. Mr. Burroughs provided that the optional ways to donate are by customer rounding up their monthly bill to the nearest dollar, making a monthly pledge, or giving a one-time donation. This program will depend on the public’s ability or willingness to donate. A letter will be sent to those who qualify. Customer Service representatives may also extend the program to those in immediate need. JWSC will coordinate with the Community Action Authority for approval of vouchers, and there will be no actual exchange of money or checks given out to the customers. Mr. Burroughs then noted the plans for JWSC to get the word out about this program. Donations will start on June 7, 2019, however assistance will not be available until July 1, 2019. Coastal Georgia Community Action Authority will be in control of the escrow account holding the funds. JWSC will not control the funds nor make the decision as to who receives the assistance.

**EXECUTIVE DIRECTOR’S UPDATE**

Mr. Burroughs reported that the Town Hall meetings will be held on June 11 at the Casino on SSI and on June 12 at Howard Coffin Park. He also commented that ten staff members will be receiving Project Management training on the following week, and gave brief highlights of that training. Mr. Burroughs also provided that JWSC has recently agreed become a utility leadership patron for Georgia Association of Water Professionals. He also advised that the GAWP conference in Savannah is coming in July and he had sent out information. Mr. Burroughs noted that Mr. Kline is working on a plan review project management process where individual projects will be assigned to pseudo-project managers in house. Mr. Burroughs commented on his appreciation for the opportunity to present at the City Council meeting on the previous night. The manhole rehabilitation contract is hoped to be done by the end of the month so that project can begin very early in the next budget year. Mr. Burroughs then provided that the Smoke Testing will soon begin in Brunswick and the Sea Palms Lining Project will go out in the near future and be wrapped up before the end of the year. Mr. Burroughs ended his update with more good news in that Distribution training was provided back in April provided by GWWI and seven of those who took the training also took the test and passed.

**CHAIRMAN’S UPDATE**

Chairman Turnipseed commented on his appreciation for all the staff has done and also for Andrew Burroughs as Acting Executive Director. He noted that many projects are moving forward and should be under construction soon.

**EXECUTIVE SESSION**

There was no Executive Session.


There being no additional business to bring before the Commission, Chairman Turnipseed adjourned the meeting at 2:38 p.m.



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G. Ben Turnipseed, Chairman

Attest:



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Janice Meredith,  
Executive Commission Administrator



# Brunswick-Glynn County Joint Water and Sewer Commission

## Memo

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**To:** Commissioners

**From:** Charles A. Dorminy, J.D., LL.M.

**Date:** June 6, 2019

**Re:** SPLOST V IGA with City – Re: Odor Control at Academy Creek WWTP

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### **Background**

The Seventh Addendum to the Operational Agreement amended the Operational Agreement to allow the JWSC to receive direct disbursements of remaining, eligible SPLOST V proceeds from the City and/or County for approved water and sewer SPLOST V projects, under such terms and conditions as are mutually agreed upon with the JWSC by the County and/or City, as applicable, in a separate Intergovernmental Agreement. SPLOST V included various water and sewer capital outlay projects for the City of Brunswick and Glynn County, specifically including capital upgrades and improvements to the Academy Creek Wastewater Treatment Plant necessary to address upstream collection system needs and odor control. The enclosed intergovernmental agreement is required by law to be entered into in order for the City to be able to provide SPLOST V funds to the JWSC and so that the JWSC may manage the project.

### **Overview of Proposal/Agreement**

Through the IGA, the County and JWSC agree that the Project is to be funded in whole or in part using the \$160,659.00 of SPLOST V proceeds allocated and reserved by the City specifically for odor control at Academy Creek WWTP.

The JWSC agrees to promptly perform and complete the Project and understands that it is solely responsible for the completion of same. If any unspent SPLOST V funds remain with the JWSC after JWSC has satisfactorily completed and funded the SPLOST V JWSC Project, such remaining funds shall be deemed excess funds, immediately returned to the City, and disposed of by the City or County as provided by Georgia law.

The JWSC agrees to promptly proceed with the acquisition, construction, and equipping of the Project. The JWSC understands and agrees that it must fund and complete the Project and that

the project cannot be abandoned even if the actual cost of the Project exceeds the amount of SPLOST proceeds received from the City under this Agreement.

This SPLOST V IGA was brought to the Facilities Committee on June 5, 2019 for review and was recommended to be moved forward to the full Commission for approval.

**Motion**

I hereby move that the JWSC enter into the SPLOST V Intergovernmental Agreement with the City of Brunswick for Odor Control at the Academy Creek WWTP.



**STATE OF GEORGIA  
COUNTY OF GLYNN**

**SPLOST V AGREEMENT  
BY AND BETWEEN  
THE CITY OF BRUNSWICK, GEORGIA  
AND  
BRUNSWICK-GLYNN COUNTY  
WATER AND SEWER COMMISSION**

This Intergovernmental Agreement (“Agreement”) is made and entered into as of the date of the last signature below (the “Effective Date”), by and between **THE CITY OF BRUNSWICK, GEORGIA**, a municipal subdivision of the State of Georgia, acting by and through its duly elected Mayor and Board of Commissioners (hereafter sometimes referred to as the “City”) and the **BRUNSWICK-GLYNN COUNTY WATER AND SEWER COMMISSION**, a body corporate and politic, acting by and through its Commissioners (hereafter sometimes referred to as the “JWSC”).

**WITNESSETH:**

**WHEREAS**, the JWSC is a body corporate and politic created by the General Assembly of the State of Georgia pursuant to an act approved April 19, 2006, (Ga. L. 2006, p. 3661), as amended by: (i) an act of the General Assembly of the State of Georgia approved April 11, 2012 (Ga. L. 2012, p. 5287); and (ii) an act of the General Assembly of the State of Georgia approved March 31, 2016 (Ga. L. 2016, page 3523) (hereinafter collectively referred to as the “Act”), for the purpose of, inter alia, operating the combined water and sewer systems (“Unified System”) of the City and County;

**WHEREAS**, on June 5, 2007, pursuant to the Act, the City, County and JWSC entered into an Operational Agreement detailing the power of the JWSC to operate the Unified System and the rights of the County, City, and JWSC during the period of such operation by the JWSC, which agreement has been amended by the following amendments thereto: (i) Addendum entered into on July 6, 2007; (ii) Second Addendum entered into on June 30, 2010; (iii) Third Addendum entered into on November 4, 2010; (iv) Fourth Addendum entered into on December 18, 2014; and (v) Fifth Addendum entered into on April 20, 2017; (vi) Sixth Addendum entered into on June 21, 2018; and (vii) Seventh Addendum entered into on January 7, 2019. The Operational Agreement, as amended, is hereinafter collectively referred to as the “Operational Agreement”;

**WHEREAS**, the Fifth Addendum to the Operational Agreement amended the Operational Agreement to allow the JWSC to receive direct disbursements of eligible SPLOST proceeds from the City and/or County for approved water and sewer SPLOST projects, beginning with SPLOST 2016, and to authorize the JWSC to complete such SPLOST projects, under such terms and conditions as may be mutually agreed upon with the JWSC by the County and/or City, as applicable, in a separate Intergovernmental Agreement;

**WHEREAS**, on November 8, 2005, voters of Glynn County approved the imposition of a Special Local Option Sales Tax (hereinafter referred to as "SPLOST V") to be collected, beginning on January 1, 2007, for the raising of an estimated amount of \$124,449,616 for the purpose of funding certain capital outlay projects, including improvements to the sewer and water systems in the City of Brunswick and Glynn County;

**WHEREAS**, the Seventh Addendum to the Operational Agreement further amended the Operational Agreement to allow the JWSC to also receive direct disbursements of remaining, eligible SPLOST V proceeds from the City and/or County for approved water and sewer SPLOST V projects, under such terms and conditions as may be mutually agreed upon with the JWSC by the County and/or City, as applicable, in a separate Intergovernmental Agreement;

**WHEREAS**, the approved SPLOST V projects for the City of Brunswick included various water and sewer capital outlay projects, including wastewater treatment projects;

**WHEREAS**, the City and JWSC desire to enter into this Intergovernmental Agreement in order for the City to allow for the disbursement of eligible SPLOST V proceeds to the JWSC for the water and wastewater treatment project (hereinafter sometimes referred to as the "SPLOST V JWSC Project" or "Project") and for the JWSC to complete such SPLOST V project under the terms and conditions set forth herein;

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county, municipality, school district, or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**NOW THEREFORE**, incorporating the foregoing recitals, and in consideration of the mutual promises and undertakings contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City of Brunswick and the Brunswick-Glynn County Water and Sewer Commission hereby agree as follows:

**SECTION 1.  
REPRESENTATIONS AND MUTUAL CONSENTS**

(a) Proceeds of SPLOST V were disbursed to Glynn County by the state in accordance with O.C.G.A. § 48-8-115, pursuant to which one percent of the amount collected was paid into the general fund of the state treasury in order to defray the costs of administration, and the remainder of which was distributed to the governing authority of Glynn County. All such remaining SPLOST V proceeds received by Glynn County from the state revenue commissioner were then distributed to Glynn County and the City on a monthly basis based on the ratio that the population of the City bears to the total population of the County.

(b) SPLOST V proceeds actually received from the state revenue commissioner were substantially less than estimated, resulting in a shortfall and reduction in the amounts originally estimated for many SPLOST V projects, including water and wastewater projects. SPLOST V proceeds in the amount of \$160,659.00 have been allocated and reserved by the City for the completion of the SPLOST V water and wastewater project described and set forth in Section 4 of this Agreement. Such SPLOST V project is to be funded in whole or in part from the City's portion of the SPLOST V proceeds in accordance with SPLOST Law and as set forth and agreed upon in this Agreement.

(c) It is the intention of the City and JWSC to comply in all respects with O.C.G.A. § 48-8-110 et seq. (herein sometimes referred to as "SPLOST Law"), and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 et seq. JWSC shall use all SPLOST proceeds received from the City under this Agreement in a manner consistent with SPLOST Law and this Agreement.

(d) The parties agree that the SPLOST V project contemplated and to be completed by JWSC under this Agreement shall be maintained as a public facility and in public ownership. All SPLOST V JWSC Projects shall be operated by JWSC for the benefit of and made available to the general public. The operation of all such projects shall be at the sole risk of the JWSC. If ownership of a project funded or financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds, immediately provided to the City, and disposed of by the City as provided under O.C.G.A. § 48-8-121(g)(2). The obligation to return any such excess funds to the City shall survive any termination of this Agreement.

(e) The JWSC agrees to maintain thorough and accurate records concerning the receipt of SPLOST V proceeds from the City and the expenditures for each project undertaken by JWSC hereunder. Without limiting the generality of the foregoing, the JWSC shall also maintain and retain any and all agreements, contracts, purchase orders, invoices, and payment records with any vendors, contractors, and third parties pertaining to the SPLOST V JWSC Project and/or the expenditure of any SPLOST proceeds received from the City. Upon request by City, the JWSC shall promptly submit to City any and all such records and materials for review, inspection, and/or copying.

## **SECTION 2. EFFECTIVE DATE AND TERM OF AGREEMENT**

(a) This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The disbursement of the last dollar of SPLOST V proceeds from City to JWSC for the SPLOST V JWSC Project as set forth under this Agreement; or
- (ii) The completion of the SPLOST V JWSC Project by JWSC.

(b) However, notwithstanding any termination of this Agreement, the JWSC shall continue to use and operate the SPLOST V JWSC Project in a manner consistent with SPLOST Law and any other applicable law.

### **SECTION 3. SEPARATE ACCOUNTS**

(a) A special fund or account shall be created by the JWSC and designated as the 2005 JWSC Special Purpose Local Option Sales Tax Fund (“JWSC SPLOST V Fund”). The JWSC shall select a local bank which shall act as a depository and custodian of the JWSC SPLOST Fund upon such terms and conditions as may be acceptable to the JWSC.

(b) All SPLOST V proceeds received by JWSC shall be maintained by the JWSC in the separate accounts or funds established pursuant to this Section 3. SPLOST V proceeds received by JWSC shall not be commingled with other funds of the JWSC and shall be used exclusively for the SPLOST V JWSC Project as detailed in this Agreement. Under no circumstances may any SPLOST V proceeds distributed by City to JWSC be used for any other project or purpose. No funds, other than SPLOST V proceeds, shall be placed in such funds or accounts.

### **SECTION 4. PROJECT**

(a) SPLOST V included various water and wastewater projects for the City. It has been found and determined by both the City and JWSC that due in large part to the Financial Crisis of 2008 and the Great Recession of 2008, SPLOST V proceeds actually received from the state revenue commissioner ended up being substantially less than estimated, resulting in a significant shortfall and reduction in the amount originally estimated for many SPLOST V projects, including the subject SPLOST V JWSC Project.

(b) The City and JWSC have carefully considered said growth reduction and change in development patterns, as well as the reduction in available SPLOST V proceeds, and have determined and concluded that the wastewater treatment needs of the City will best be served by odor control upgrades to the JWSC wastewater treatment in the City;

(c) The City and JWSC agree that the Project is to be funded in whole or in part using the remaining \$160,659.00 of SPLOST V proceeds allocated and reserved by the City specifically for this Project and shall be as follows:

#### **Odor Control at the Academy Creek Wastewater Treatment Plant**

The specific scope of the odor remediation Project to be completed with duly appropriated SPLOST V funds held by the City will be more fully set out in an Request for Proposal (RFP) published by the JWSC in accordance with this Agreement, the terms of which are incorporated herein by reference.

**SECTION 5.**  
**PROCEDURE FOR DISBURSEMENT OF SPLOST PROCEEDS**

(a) Within ten (10) business days following the execution of this Agreement by both parties, the City shall directly distribute SPLOST V proceeds in the amount of \$160,659 to the JWSC in a single lump sum transfer. Such SPLOST V proceeds received by JWSC from City shall be immediately deposited in the separate fund established by the JWSC in accordance with Section 3 of this Agreement and shall be used exclusively for the SPLOST V JWSC Project as detailed in this Agreement. No other or further distributions will be made by the City to the JWSC under this Agreement.

(b) The City will not be responsible for any SPLOST V JWSC Project expense or any SPLOST V distributions to JWSC beyond the \$160,659, nor shall the total of all distributions from City to JWSC under this Agreement exceed a maximum of \$160,659.

(c) Should the JWSC cease to exist as a legal entity before all funds are distributed under this Agreement, the JWSC's share of the funds subsequent to dissolution shall be paid to the City as part of the City's share unless an Act of the Georgia General Assembly makes the defunct JWSC part of another successor entity. If such an act is passed, the defunct JWSC's share shall be paid to the successor entity in addition to all other funds to which the successor entity would otherwise be entitled.

**SECTION 6.**  
**COMPLETION OF PROJECT**

(a) The JWSC agrees to promptly perform and complete the SPLOST V JWSC Project and understands that it is solely responsible for the completion of same. The City and JWSC acknowledge that the \$160,659 SPLOST V JWSC Project cost is an estimated amount.

(b) If any unspent SPLOST V funds remain with the JWSC after JWSC has satisfactorily completed and funded the SPLOST V JWSC Project, such remaining funds shall be deemed excess funds, immediately returned to the City, and disposed of by the City as provided under O.C.G.A. § 48-8-121(g)(2). The obligation to return any such excess funds to the City shall survive any termination of this Agreement.

(c) The JWSC agrees to promptly proceed with the acquisition, construction, and equipping of the SPLOST V JWSC Project. The JWSC understands and agrees that it must fund and complete the SPLOST V JWSC Project and that the project cannot be abandoned even if the actual cost of the SPLOST V JWSC Project exceeds the amount of SPLOST proceeds received from the City under this Agreement.

**SECTION 7.**  
**CERTIFICATE OF COMPLETION**

Within thirty (30) days after the acquisition, construction or equipping of the SPLOST V JWSC Project listed in Section 4 above is completed, the JWSC shall file with the City a Certificate

of Completion signed by the Chair of the JWSC or the Executive Director of the JWSC, setting forth the date on which the project was completed, and the final cost of the project.

**SECTION 8.  
ANNUAL REPORT**

(a) During the term of this Agreement, the JWSC shall at its expense cause to be prepared and submitted to the City an annual report on or before December 1 of each year of this Agreement setting forth the following in relation to the SPLOST V JWSC Project listed and described in Section 4 above: (i) a description of the project and the total funds expended thereon to date; and (ii) whether the SPLOST V JWSC Project is completed or currently under construction, the total funds expended thereon, and the current estimate of funds necessary to complete the project (if incomplete).

(b) The JWSC shall also cooperate with and assist the City in providing any other information or documentation pertaining to the SPLOST V JWSC Project which might be necessary or desirable for City to comply with SPLOST Law and any other applicable law, including but not necessarily limited to its annual audit and annual reporting requirements.

**SECTION 9.  
NOTICES**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to JWSC:  
Brunswick-Glynn County  
Water and Sewer Commission  
Attn: Executive Director  
1703 Gloucester Street  
Brunswick, Georgia 31520

If to the City of Brunswick:  
City of Brunswick  
Attn: City Manager  
601 Gloucester Street  
Brunswick, Georgia 31520

**SECTION 10.  
ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the City and the JWSC with respect to distribution and use of the proceeds from the SPLOST V. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

**SECTION 11.  
AMENDMENTS**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the City and the JWSC.

**SECTION 12.  
GOVERNING LAW**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

**SECTION 13.  
SEVERABILITY/ACTION BY STATE OF GEORGIA**

(a) Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement. If this Agreement is held to be invalid or unconstitutional, the City shall have no obligation to distribute any SPLOST V proceeds to the JWSC. Upon a portion of the Agreement being declared invalid, the JWSC shall pay back to the City any SPLOST V funds received under this Agreement that are related to the portion of the Agreement declared invalid or unenforceable. The obligation to return any such funds to the City shall survive any termination of this Agreement.

(b) If any action or enactment of the State of Georgia or any of its departments or agencies results in the elimination or termination of SPLOST V and/or the elimination of the distribution or transfer of any SPLOST V proceeds to the City by the state revenue commissioner, the City shall be under no further obligation under this Agreement to distribute any SPLOST V proceeds to JWSC.

**SECTION 14.  
COMPLIANCE WITH LAW**

The City and the JWSC shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

**SECTION 15.  
NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**SECTION 16.  
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 17.  
MEDIATION**

The City and the JWSC agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

**SECTION 18.  
RECITALS**

The recitals set forth above in this Agreement are made a part of this Agreement and are incorporated herein by reference.

**SECTION 19.  
THIRD PARTIES**

This Agreement shall not create any rights for any non-signatory third party nor shall any party hereto assign or share any of the benefits designated herein.

*[Signatures Contained on Following Page]*



IN WITNESS WHEREOF, the City of Brunswick, Georgia, and the Brunswick-Glynn County Water and Sewer Commission have caused this Agreement to be executed in their respective names by their duly authorized officers and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

**CITY OF BRUNSWICK, GEORGIA:**

By:

Cornell L. Harvey  
Cornell L. Harvey, Mayor  
City of Brunswick

June 5, 2019  
Date

Attest:

Naomi D. Atkinson  
Naomi D. Atkinson, City Clerk  
(SEAL)



**BRUNSWICK-GLYNN COUNTY  
WATER AND SEWER COMMISSION:**

By:

G. Ben Turnipseed  
G. Ben Turnipseed, Chairman

6/6/19  
Date

Attest:

Janice Meredith  
Janice Meredith, Exec. Commission Administrator  
(SEAL)



# Brunswick-Glynn County Joint Water and Sewer Commission

## Memo

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**To:** Commissioners  
**From:** Charles A. Dorminy, J.D., LL.M.  
**Date:** June 6, 2019  
**Re:** Wade Journey Comprehensive Agreement

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### **Background**

The Developer, WJH, LLC f/k/a Wade Journey Home, Inc., owns fifty-nine (59) platted lots located in Saddle Brooke Community, Brunswick, Georgia and intends to construct single family residential homes on those lots. Eighteen (18) water and sewer taps for the Lots in the Saddle Brooke Community have already been issued, and the developer desires to obtain water and sewer taps for the remaining forty-one (41) lots in the Saddle Brooke Community set forth in Exhibit 1 (the "Lots").

The JWSC believes that the basins 4105 and 4107 are currently without sufficient capacity to support the anticipated connections to the public sewer system when combined with other approved projects. However, the JWSC has implemented a plan to make improvements to the infrastructure to enable the JWSC to accept additional connections to the public water and sewer system including for the Lots.

Developer desires to enter into this Agreement in order to pay for additional water and sewer taps in order to facilitate approval of building permits to allow construction of single family residential homes on the Lots.

### **Overview of Proposal/Agreement**

In addition to the eighteen (18) water and sewer taps already issued in the Saddle Brooke Community, the Utility agrees to immediately issue forty-one (41) additional water and sewer taps to the Developer for the Lots upon execution of this Agreement and upon payment of the water and sewer connection fees under the current JWSC rate resolution. Utility agrees that it shall allow physical connection into the System for all fifty-nine (59) Lots including the forty-one (41) Lots, immediately upon completion of construction.

Further, the Developer waives and releases any and all claims against BGCJWSC for the prior refusal to issue taps, failure to maintain sufficient capacity in the sewer system up to the date of this agreement. In accordance with JWSC policy, all taps issued for the Lots are transferable within the basin in which each Lot is served subject to payment of transfer fees not to exceed fifty dollars (\$50.00) per parcel. Any parcels to which a tap has been transferred must comply with all regulations of the Glynn County Community Development Office.

This Comprehensive Agreement was brought before the Facilities Committee on June 5, 2019 and was recommended to be forwarded to the full Commission for approval.

**Motion**

I hereby move that the JWSC approve the Comprehensive Agreement with WJH, LLC f/k/a Wade Journey Homes, Inc. and authorize the Chairman to execute the same.

AGREEMENT

This AGREEMENT ("Agreement") entered this 6<sup>th</sup> day of June, 2019, by WJH LLC F/K/A WADE JURNEY HOMES, INC. and its successors and assigns (collectively hereinafter "Owner"), and BRUNSWICK-GLYNN COUNTY WATER SEWER COMMISSION, a body corporate and politic created by Local Act of the General Assembly of the State of Georgia (hereinafter "Utility").

WITNESSETH THAT:

WHEREAS, the Utility owns and operates water and sewer systems serving customers inside the limits of the City of Brunswick and in the unincorporated portion of Glynn County, Georgia (hereinafter "System");

WHEREAS, the Utility asserts that the System currently has infrastructure in need of improvements prior to allowing any additional physical connection to the system;

WHEREAS, the Owner owns fifty-nine (59) platted lots located in Saddle Brooke Community, Brunswick, Georgia (the "Lots") and intends to construct single family residential homes on said lots;

WHEREAS, eighteen (18) water and sewer taps for the Lots in the Saddle Brooke Community have already been issued, Owner desires to obtain water and sewer taps for the remaining forty-one (41) lots in the Saddle Brooke Community set forth in **Exhibit 1** (the "Lots");

WHEREAS, the Lots are within the area served by the public water and sewer system;

WHEREAS, the Utility asserts that the relevant Sewer Basins are currently without sufficient infrastructure and capacity to support additional physical connections to the public sewer system;

WHEREAS, the Utility has implemented a plan to make improvements to the infrastructure (hereinafter "Improvements") to allow the Utility to allow additional physical connections to the public water and sewer system including for the Lots;

WHEREAS, Owner desires to enter into this Agreement in order to receive additional water and sewer taps in order to facilitate approval of building permits to allow construction of single family residential homes on the Lots ;

NOW THEREFORE, for and in consideration of the above-stated provisions, and in exchange for Utility issuing forty-one (41) additional water and sewer tap(s), Owner and Utility agree and acknowledge as follows:

1) In addition to the eighteen (18) water and sewer taps already issued in the Saddle Brooke Community; the Utility agrees to immediately issue forty-one (41) additional water and sewer taps

for the Lots upon execution of this Agreement and upon payment of the water and sewer connection fees under the current BGCJWSC rate resolution;

2) Utility agrees that it shall allow physical connection into the System for all fifty-nine (59) Lots including the forty-one (41) Lots, immediately upon completion of construction;

3) Subject to the conditions stated in this Agreement, Owner and its successors in interest agree to forbear the commencement of any action against BGCJWSC relating to any prior refusal to issue taps, failure to maintain sufficient capacity in the sewer system up to the date of this agreement, and denial of the ability to physically connect to the Lots and Owner waives and releases any and all claims against BGCJWSC for the prior refusal to issue taps, failure to maintain sufficient capacity in the sewer system up to the date of this agreement;

4) In accordance with BGCJWSC policy, all taps issued for the Lots are transferable within the basin in which each Lot is served subject to payment of transfer fees not to exceed fifty dollars (\$50.00) per parcel. Any parcels to which a tap has been transferred must comply with all regulations of the Glynn County Community Development Office; and

5) Nothing contained herein shall constitute any admission, waiver, or estoppel to any claim or defense by either party regarding a denial of a request to physically connect to the public water and sewer system after the dates set forth herein.

This the \_\_\_ day of May, 2019.

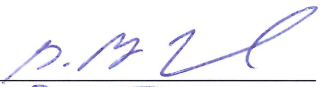
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

**WJH LLC F/K/A WADE JURNEY HOMES, INC.**

DocuSigned by:  
*Richard Taylor*  
By: Richard Taylor

Its: Director of Lot Acquisition  
5/21/2019

BRUNSWICK-GLYNN COUNTY WATER & SEWER COMMISSION

  
By: Ben Turnipseed  
Its: Chairman

**EXHIBIT 1**

	<b>ParcelID</b>	<b>AlternateID</b>	<b>HouseNun</b>	<b>PropertyAddress</b>	<b>City</b>	<b>LegalDesc</b>
<b>NO TAPS</b>						
1	03-21428	0075-00 016-001	107	107 SADDLE BROOKE TRC	BRUNSWICK	1 SADDLE BROOKE PHS 1
2	03-21436	0075-00 016-009	133	133 SADDLE BROOKE TRC	BRUNSWICK	9 SADDLE BROOKE PHS 1
3	03-21437	0075-00 016-010	137	137 SADDLE BROOKE TRC	BRUNSWICK	28 SADDLE BROOKE PHS 1
4	03-21444	0075-00 016-017	161	161 SADDLE BROOKE TRC	BRUNSWICK	34 SADDLE BROOKE PHS 1
5	03-21445	0075-00 016-018	169	169 SADDLE BROOKE TRC	BRUNSWICK	113 SADDLE BROOKE PHS 1
6	03-21454	0075-00 016-027	199	199 SADDLE BROOKE TRC	BRUNSWICK	121 SADDLE BROOKE PHS 1
7	03-21455	0075-00 016-028	207	207 SADDLE BROOKE TRC	BRUNSWICK	122 SADDLE BROOKE PHS 1
8	03-21456	0075-00 016-029	211	211 SADDLE BROOKE TRC	BRUNSWICK	123 SADDLE BROOKE PHS 1
9	03-21457	0075-00 016-030	213	213 SADDLE BROOKE TRC	BRUNSWICK	124 SADDLE BROOKE PHS 1
10	03-21458	0075-00 016-031	215	215 SADDLE BROOKE TRC	BRUNSWICK	125 SADDLE BROOKE PHS 1
11	03-21459	0075-00 016-032	219	219 SADDLE BROOKE TRC	BRUNSWICK	126 SADDLE BROOKE PHS 1
12	03-21460	0075-00 016-033	221	221 SADDLE BROOKE TRC	BRUNSWICK	127 SADDLE BROOKE PHS 1
13	03-21461	0075-00 016-034	225	225 SADDLE BROOKE TRC	BRUNSWICK	128 SADDLE BROOKE PHS 1
14	03-21462	0075-00 016-035	227	227 SADDLE BROOKE TRC	BRUNSWICK	129 SADDLE BROOKE PHS 1
15	03-21463	0075-00 016-036	231	231 SADDLE BROOKE TRC	BRUNSWICK	130 SADDLE BROOKE PHS 1
16	03-21464	0075-00 016-037	235	235 SADDLE BROOKE TRC	BRUNSWICK	131 SADDLE BROOKE PHS 1
17	03-21467	0075-00 016-040	234	234 SADDLE BROOKE TRC	BRUNSWICK	303 SADDLE BROOKE PHS 1
18	03-21468	0075-00 016-041	230	230 SADDLE BROOKE TRC	BRUNSWICK	304 SADDLE BROOKE PHS 1
19	03-21469	0075-00 016-042	228	228 SADDLE BROOKE TRC	BRUNSWICK	305 SADDLE BROOKE PHS 1
20	03-21470	0075-00 016-043	226	226 SADDLE BROOKE TRC	BRUNSWICK	306 SADDLE BROOKE PHS 1
21	03-21471	0075-00 016-044	222	222 SADDLE BROOKE TRC	BRUNSWICK	307 SADDLE BROOKE PHS 1
22	03-21472	0075-00 016-045	220	220 SADDLE BROOKE TRC	BRUNSWICK	308 SADDLE BROOKE PHS 1
23	03-21473	0075-00 016-046	216	216 SADDLE BROOKE TRC	BRUNSWICK	309 SADDLE BROOKE PHS 1
24	03-21474	0075-00 016-047	214	214 SADDLE BROOKE TRC	BRUNSWICK	310 SADDLE BROOKE PHS 1
25	03-21475	0075-00 016-048	212	212 SADDLE BROOKE TRC	BRUNSWICK	311 SADDLE BROOKE PHS 1
26	03-21476	0075-00 016-049	208	208 SADDLE BROOKE TRC	BRUNSWICK	312 SADDLE BROOKE PHS 1
27	03-21477	0075-00 016-050	204	204 SADDLE BROOKE TRC	BRUNSWICK	313 SADDLE BROOKE PHS 1
28	03-21479	0075-00 016-052	198	198 SADDLE BROOKE TRC	BRUNSWICK	346 SADDLE BROOKE PHS 1
29	03-21489	0075-00 016-062	101	101 AMBER MILL CIR	BRUNSWICK	356 SADDLE BROOKE PHS 1
30	03-21494	0075-00 016-067	140	140 SADDLE BROOKE TRC	BRUNSWICK	361 SADDLE BROOKE PHS 1
31	03-21498	0075-00 016-071	118	118 SADDLE BROOKE TRC	BRUNSWICK	365 SADDLE BROOKE PHS 1
32	03-21499	0075-00 016-072	112	112 SADDLE BROOKE TRC	BRUNSWICK	366 SADDLE BROOKE PHS 1
33	03-21500	0075-00 016-073	108	108 SADDLE BROOKE TRC	BRUNSWICK	367 SADDLE BROOKE PHS 1
34	03-21502	0075-00 016-075	103	103 AMBER MILL CIR	BRUNSWICK	336 SADDLE BROOKE PHS 1
35	03-21503	0075-00 016-076	109	109 AMBER MILL CIR	BRUNSWICK	337 SADDLE BROOKE PHS 1
36	03-21521	0075-00 016-094	114	114 AMBER MILL CIR	BRUNSWICK	322 SADDLE BROOKE PHS 1
37	03-21522	0075-00 016-095	13	13 AMBER MILL CT	BRUNSWICK	323 SADDLE BROOKE PHS 1
38	03-21523	0075-00 016-096	19	19 AMBER MILL CT	BRUNSWICK	324 SADDLE BROOKE PHS 1
39	03-21524	0075-00 016-097	25	25 AMBER MILL CT	BRUNSWICK	325 SADDLE BROOKE PHS 1
40	03-21527	0075-00 016-100	24	24 AMBER MILL CT	BRUNSWICK	328 SADDLE BROOKE PHS 1
41	03-21528	0075-00 016-101	20	20 AMBER MILL CT	BRUNSWICK	329 SADDLE BROOKE PHS 1

**EXHIBIT 1**

**TAPS**

	<b>ParcelID</b>	<b>AlternateID</b>	<b>HouseNun</b>	<b>PropertyAddress</b>	<b>City</b>	<b>LegalDesc</b>
1	03-21430	0075-00 016-003	113	113 SADDLE BROOKE TRC	BRUNSWICK	3 SADDLE BROOKE PHS 1
2	03-21431	0075-00 016-004	117	117 SADDLE BROOKE TRC	BRUNSWICK	4 SADDLE BROOKE PHS 1
3	03-21438	0075-00 016-011	139	139 SADDLE BROOKE TRC	BRUNSWICK	29 SADDLE BROOKE PHS 1
4	03-21440	0075-00 016-013	147	147 SADDLE BROOKE TRC	BRUNSWICK	30 SADDLE BROOKE PHS 1
5	03-21441	0075-00 016-014	151	151 SADDLE BROOKE TRC	BRUNSWICK	31 SADDLE BROOKE PHS 1
6	03-21446	0075-00 016-019	173	173 SADDLE BROOKE TRC	BRUNSWICK	114 SADDLE BROOKE PHS 1
7	03-21448	0075-00 016-021	179	179 SADDLE BROOKE TRC	BRUNSWICK	116 SADDLE BROOKE PHS 1
8	03-21452	0075-00 016-025	193	193 SADDLE BROOKE TRC	BRUNSWICK	119 SADDLE BROOKE PHS 1
9	03-21453	0075-00 016-026	195	195 SADDLE BROOKE TRC	BRUNSWICK	120 SADDLE BROOKE PHS 1
10	03-21484	0075-00 016-057	184	184 SADDLE BROOKE TRC	BRUNSWICK	351 SADDLE BROOKE PHS 1
11	03-21511	0075-00 016-084	139	139 AMBER MILL CIR	BRUNSWICK	345 SADDLE BROOKE PHS 1
12	03-21514	0075-00 016-087	138	138 AMBER MILL CIR	BRUNSWICK	315 SADDLE BROOKE PHS 1
13	03-21515	0075-00 016-088	134	134 AMBER MILL CIR	BRUNSWICK	316 SADDLE BROOKE PHS 1
14	03-21520	0075-00 016-093	118	118 AMBER MILL CIR	BRUNSWICK	321 SADDLE BROOKE PHS 1
15	03-21530	0075-00 016-103	14	14 AMBER MILL CT	BRUNSWICK	331 SADDLE BROOKE PHS 1
16	03-21531	0075-00 016-104	10	10 AMBER MILL CT	BRUNSWICK	332 SADDLE BROOKE PHS 1
17	03-21532	0075-00 016-105	108	108 AMBER MILL CIR	BRUNSWICK	333 SADDLE BROOKE PHS 1
18	03-21534	0075-00 016-107	102	102 AMBER MILL CIR	BRUNSWICK	335 SADDLE BROOKE PHS 1





# Brunswick-Glynn County Joint Water and Sewer Commission

## Memo

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**To:** Brunswick-Glynn County Joint Water and Sewer Commission  
**From:** Andrew Burroughs, P.E.  
**Date:** June 6, 2019  
**Re:** APPROVAL – Academy Creek Engineering Recommendation

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### **Background**

Rehab work is needed at both the Academy Creek WPCF. Completion of this project will provide greater operational flexibility, reduce odors, improve screening and grit removal, improve solids handling, reduce foaming events, and improve instrumentation and control at Academy Creek. The engineering work at Academy Creek is to be paid out of recently transferred SPLOST V funds. Construction is to be funded by a GEFA loan.

The Request for Proposals for this project include work at the Dunbar Creek WPCF as well. At this time, staff does not recommend awarding engineering at Dunbar Creek. The strategy is to complete the Academy Creek project prior to commencing work at Dunbar Creek. Depending on available funding at that time, the engineering at Dunbar Creek can be readvertised to ensure up to date proposals and pricing.

### **Staff Report**

A Request for Proposal was issued on Friday, March 8, 2019 and a pre-proposal meeting was held on Tuesday, March 26, 2019 for potential proposers with seven (7) firms in attendance. Five (5) proposals were received on Tuesday, April 30, 2019. The firms submitting proposals included the following:

- Goodwyn, Mills, Cawood, Inc.
- Hussey Gay Bell & DeYoung Engineers
- McKim & Creed
- P.C. Simonton & Associates, Inc.
- Stantec

A three (3) member JWSC staff team evaluated the proposals. Listed below is the evaluation criteria considered in the evaluation:

Recently Completed Projects .....	35 possible points
Experience and Qualifications .....	20 possible points
Project Approach and Timeline .....	25 possible points
Interview.....	10 possible points
Pricing.....	10 possible points
Local Preference .....	5 possible points

A summary of scores is attached for your reference. The proposal received from Goodwyn Mills Cawood received the highest score at 298. Four reference checks were made of the proposed engineering firm that solidified the recommendation. The following comments were made by the evaluation team with regard to the GMC proposal:

- Recent and similar project experience with active wastewater treatment facility rehabilitations
- Substantial experience of team members
- Timeline for construction proposed in line with staff expectations
- Highly qualified construction administration personnel
- Costs for design in line with other proposals
- Costs for construction admin includes allowances for extended construction periods that will help limit change orders for this line item or substantially decrease total engineering costs if construction is shorter

After reviewing cost proposals, the \$1,181,150 amount submitted by GMC for Academy Creek and \$462,470 amount submitted by GMC for Dunbar Creek is reasonable and acceptable to staff and in line with the pricing submitted from the other proposers for the anticipated scope of services and overall project timeline.

The overall design and construction project milestones are listed below:

<b>Project Milestone</b>	<b>Anticipated Completion</b>
Engineering Proposals Received	April 2019
Award of Engineering Services	June 2019
Engineering Contract Execution	June 2019
Finalization of Construction Documents	February 2020
Construction Bids Received	April 2020
Award of Construction Services	April 2020
Pre-Con / Notice To Proceed	May 2020
Construction Finalized – Academy Creek	September – November 2021
Construction Finalized – Dunbar Creek	March – May 2022

**Recommended Action**

Staff recommends entering into a contract with Goodwyn, Mills, Cawood, Inc. in the amount of \$1,181,150 for Academy Creek for the Engineering Services related to this project.

Enclosures:  
RFP Evaluation Summary

**Recommended Motion**

*"I make a motion that the Brunswick Glynn County Joint Water & Sewer Commission enter into contract with Goodwyn, Mills, Cawood, Inc. in the amount of \$1,181,150 for Engineering Services related to the Academy Creek Rehab Project."*



# Brunswick-Glynn County Joint Water and Sewer Commission

## MEMO for Approval

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**To:** Brunswick-Glynn County Joint Water and Sewer Commission  
**From:** Todd Kline, P.E. (Planning & Construction, Director of Engineering)  
**Date:** 06 June 2019  
**Re:** Construction Contract Administration Services; Proposed Ridgewood WPF

---

### **Background**

Capital Project #417 Ridgewood Water Production Facility (WPF) was added to the Capital projects list in 2014. At that time, the design plan, specifications and bid documents for construction were completed by Elmo A. Richardson, Jr., P.E., LLC consulting engineers (EAR). Two other similar projects were created at the same time. These were the Hampton WPF and the Southport/Exit 29 WPF. The Hampton WPF project was completed in 2016. The Ridgewood and Southport/Exit 29 projects were placed on hold. All three projects were designed to improve and utilize existing wells at each location.

### **Staff Report**

The formerly separate North Mainland and City of Brunswick water systems were connected in 2016 with the completion of the Canal Road water and forcemain improvement projects to support the significant growth in that area. Even with connection of the two systems, JWSC Operations observed an increased strain on the two Miocene aquifer production facilities (Golden Isles 1 & 2) that supply the service area around I-95/Exit 38 and Harry Driggers Blvd. The Ridgewood project location is near Exit 38 on Perry Lane Road, west of Cate Road. The current facility consists only of a well and hydro-pneumatic tank. The well at this location is viable, but currently offline. The project will add ground storage volume and high service pumps with supporting building and appurtenances. Addition of the WPF improvements will supplement this area of high demand, decrease the strain on existing production facilities and utilize the existing offline well.

A proposal was solicited from RGA to update the construction bid documents, Engineer's Opinion of Probable Cost (EOPC) and to provide contract administration services (see attached). The fee for these services appears to be consistent with the same during the successful Hampton WPF project. Staff recognizes value in and recommends maintaining the Engineer or Record as the same for engineering services during construction.

### **Fiscal Impact**

The attached RGA proposal for engineering services is **\$104,450**. JWSC Finance confirms this action will be funded from the Repair & Replacement Capital Reserves. The currently funded budget for this project is \$1,000,000. The construction contract cost alone for the Hampton WPF completed in 2016 was \$979,500. It is anticipated that the total budget for the Ridgewood project will require an increase to fund the additional, final engineering services and construction. The total anticipated project cost will be reevaluated at the updated EOPC and bid phases.

**Action Options**

- 1) Do nothing. Defer implementation of the Ridgewood WPF improvements at a later date.
- 2) Solicit additional engineering service proposals from engineers other than the Engineer of Record.
- 3) Execute the proposal from EAR consulting engineers and move forward with bidding the Ridgewood WPF improvements project for construction.

**Recommended Committee Action**

“I make a motion that the Brunswick Glynn County Joint Water & Sewer Commission enter into contract with Elmo A. Richardson, Jr., P.E., LLC in the amount of \$104,450 for Engineering Services related to the Ridgewood Water Production Facility project.”

**Attachments**

- 1) Elmo A. Richardson, Jr., LLC proposal for engineering services

**Elmo A. Richardson, Jr., P.E, LLC**  
**Consulting Engineer**  
**4875 Riverside Drive, Suite 101**  
**Macon, Georgia 31210**

June 5, 2019

Brunswick-Glynn County  
Joint Water & Sewer Commission  
1703 Gloucester Street  
Brunswick, Georgia 31520

**Attention: Mr. Todd Kline, P.E.**

**RE: Ridgewood Water Production Facility**

Dear Todd:

In accordance with your request, we propose to review and update the plans and specifications for the Ridgewood Water Production Facility. Our detailed proposal shall include the following:

- Plans & Bid document review/update
- Design
- Probable cost estimate
- ES&PC
- Pre-bid meeting prep and attend
- Bid opening – evaluation of bids
- Bid addendum and RFI
- Precon meeting prep and attend
- Submittals review
- Weekly site reviews (270 days)
- Verify contractor pay apps
- Initial project walk through
- Project start-up
- Final project walk through
- Close out documentation
- Record drawing

We propose a fee not to exceed \$104,450.00 based on the attached estimated man hour cost, subconsultants and expenses. We will invoice based on the attached fee schedule.

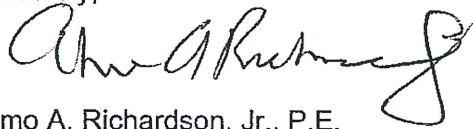
We estimate 4 to 6 weeks to update the plans and construction documents. Advertisement and bidding is estimated at 5 weeks. Evaluation of bids and award of the construction contract is estimated at 3 weeks. Construction time is estimated at 270 days or approximately 40 weeks. Assuming that the proposal is accepted, the entire process should be accomplished in approximately 54 weeks.

Mr. Todd Kline, P.E.  
June 5, 2019  
Page 2

We plan to use the same sub-consultants that were involved with the original design which may help to expedite the review and update process.

Please let me know if you have any questions.

Sincerely,



Elmo A. Richardson, Jr., P.E.

Accepted:

  
\_\_\_\_\_  
Brunswick-Glynn County Joint Water Commission









**Richardson, Garretson & Associates, LLC**  
Consulting Engineers  
4875 Riverside Drive, Suite 101  
Macon, Georgia 31210-1117  
Office: (478) 757-1903  
Fax: (478) 757-1963  
WWW.RGA-ENG.COM

## 2019 Schedule of Rates

<u>Description</u>	<u>Unit Rate</u>
Engineering & Consulting Services – Principal.....	\$150.00 per hour
Engineering & Consulting Services – Project Manager.....	\$135.00 per hour
Engineering & Consulting Services – Project Engineer.....	\$110.00 per hour
Expert Witness – Principal.....	\$180.00 per hour
Sr. Engineering Technician.....	\$110.00 per hour
Sr. CADD Technician.....	\$ 90.00 per hour
CADD Technician.....	\$ 75.00 per hour
Clerical.....	\$ 36.00 per hour
<b>Reimbursable Mileage:</b>	\$ 0.58 per mile*
<b>Reimbursable Project Expenses:</b>	
Misc. Costs (printing, reproduction, supplies)	Cost + 10%
Subconsultants	Cost + 10%

\*Mileage rate revised January 1, 2019 per IRS allowable reimbursable rate.

*Rates current through December 31, 2019*



# Brunswick-Glynn County Joint Water and Sewer Commission

## MEMO for Approval

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**To:** Brunswick-Glynn County Joint Water and Sewer Commission  
**From:** Todd Kline, P.E. (Planning & Construction, Director of Engineering)  
**Date:** 06 June 2019  
**Re:** Forcemain Assessment Services; PS4003/4002

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### **Background**

Capital Project #703 is a SPLOST 2016 funded project to rehabilitate and upgrade PS4003 and a section of its upstream gravity sewer system. As part of the initial assessment and surveying portion of the design for improvements, Staff recommends also investigating the existing cast iron forcemain system for condition.

### **Staff Report**

JWSC mapping records indicate the existing PS4003/4002 forcemain system to be made of cast iron. Operations personnel confirmed the material type through at least one repair made in the US341 GDOT R/W in past years. Existing high levels of hydrogen sulfide gas and visible corrosion at the pumpstation indicate a probable corrosive environment within this forcemain system. It is important to understand the condition of the existing forcemain system to determine any future rehabilitation or replacement needs and plan accordingly. Current technologies exist by which measurements can be taken by inserting specialized instruments, flushing them downstream and retrieving for data processing. This type of non-excavation testing is preferred to obtain information on wall thickness, leaks and inside diameter loss through tuberculation. The technology also locates area of gas pocket accumulation. This is important to target areas of highest concern for corrosion, but also to determine candidate locations for additional air release valve installations. This can result in increased pump/forcemain performance.

Staff was introduced to the Xylem brand Pure Technologies U.S. Inc. group during an AWWA conference last year in Atlanta. Pure Technologies later was invited to present a lunch & learn to JWSC staff where their "Smart Ball" technology was shown and explained with regard to pipe analysis. The technology is particularly effective for surveying water and forcemain condition with the side benefit of tracing the actual pathway of the infrastructure allowing the user to accurize GIS mapping. Staff also attended a live demonstration of Pure Technologies watermain surveying capabilities on Kings Bay Naval Submarine Base during the last week of May 2019.

A proposal was solicited from Pure Technologies (see attached) to survey the PS4003/4002 forcemain system. If shown to be beneficial, this technology would be useful to survey additional existing cast iron and ductile iron assets for condition based planning.

**Fiscal Impact**

The fee for base services in the attached pipeline survey proposal is \$72,725.00. As noted in the proposal, field verified wall thickness testing is billed at \$6,500.00/each. Using an assumed number of three field verifications, the total for services would be **\$92,225.00**. JWSC Finance confirms this action will be funded from the SPLOST 2016 Capital Reserves. The currently funded budget for the PS4003 project is \$3.3M.

**Action Options**

- 1) Do nothing. Defer the forcemain analysis to a later date.
- 2) Locate other similar technology sources and solicit additional survey proposals.
- 3) Execute the proposal from Pure Technologies and move forward with analyzing the forcemain system for condition based planning.

**Recommended Committee Action**

"I make a motion that the Brunswick-Glynn County Joint Water & Sewer Commission enter into contract with Pure Technologies in the amount of \$92,225 for force main analysis services related to Pump Station 4003 Rehabilitation Project.

**Attachments**

- 1) Pure Technologies U.S. Inc. proposal for forcemain analysis services.
- 2) Forcemain condition report example.

May 7, 2019

Todd Kline  
Planning and Construction Sr. Engineer  
Brunswick-Glynn County Joint Water and Sewer Commission  
1703 Gloucester Street  
Brunswick, GA 31520

**Subject: Pump Stations 4002 and 4003 16" and 18" Force Main Condition Assessment**

Dear Mr. Kline:

Pure Technologies U.S. Inc. (Pure Technologies) is pleased to offer our services to Brunswick-Glynn County Joint Water and Sewer Commission (BGJWSC) for condition assessment. The purpose of this project is to perform an in-line inspection and condition assessment along approximately 1 mile of the 16 and 18-inch diameter Cast Iron (CI) Force Main, from PS 4002 and PS 4003 to an extraction manhole before the plant or at the wastewater treatment facility headworks.

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## **PROPOSED APPROACH**

While there are several mechanisms for the failure of sewer pressure pipe, research conducted as part of the Water Environment Research Foundation: 2010 Guidelines for the Inspection of Wastewater Force Mains, shows that the most common failure mode is internal hydrogen sulfide corrosion. This form of corrosion starts by a gas pocket forming in the pipeline, which develops the environmental conditions necessary to corrode the pipe wall, eventually leading to a failure. Collapse due to vacuum has a higher risk of occurrence at gas pocket locations should a transient pressure wave traverse the pipeline. With the exception of deflection and fatigue, these potential failure modes can be evaluated using inline leak and gas pocket detection tools.

Gas pockets can also impact the operation of a pump station system by reducing capacity of the pipeline. Pure Technologies has performed an analysis of force mains inspected using acoustic based technologies in order to better characterize the frequency and location of gas pockets. Based on the analysis, it was found that 72% of gas pockets were not at known high points or air release valves.

Pipeline leaks are of concern for all pipe materials as they are often found to be the precursor of major failures. A pipeline failure can begin with weakening of the joint or barrel that may include a small leak. As constant use of the pipeline continues and pressure surges occur, the leak may grow possibly leading to a catastrophic failure or undermining the support of the pipeline. Therefore, identification of both gas pockets and leaks may eliminate these potential failures.

Transient pressure events in a pipeline can affect the structural integrity of the pipe wall as they increase the stress in the pipe wall and can cause damage to the pipe. The level of damage caused by these events depends on the magnitude of the transient and the current structural condition of the pipe. Sustained damage of this nature may eventually lead to severe deterioration and fatigue. Therefore, it is important to understand the frequency and magnitude of transient pressure events. An understanding of the actual pressures in the line also facilitates informed decisions regarding future modifications that affect the performance of the pipeline.

## SCOPE OF SERVICES

The overall scope of work is to provide leak and gas pocket detection services utilizing the free-swimming SmartBall® platform within the subject force main, while it remains in service. The following sections describe the technologies, anticipated inspection plan and project deliverables.

### **SmartBall® Technology Description**

The SmartBall platform is an internal free-swimming acoustic gas pocket and leak detection tool well suited for both water and wastewater force mains. The SmartBall device is composed of a water-tight, aluminum core that contains the power source, electronic components and instrumentation (including an acoustic sensor, accelerometer, magnetometer, GPS synchronized ultrasonic transmitter, and temperature sensor). The core is encapsulated inside a protective outer foam shell or sphere. The outer foam shell provides additional surface area to propel the device and it also eliminates any noise the device might generate while traversing the pipeline. The SmartBall is inserted into the water flow of a pipeline and it simply travels the pipeline – propelled by the hydraulic flow - and is captured at a point downstream. The device records acoustic activity and positional data as it traverses the pipeline, which is evaluated to report the presence, approximate size, and location of leaks and gas pockets.



Figure 1: SmartBall Instrument and  
SmartBall Receiver (SBR)

The SmartBall instrument contains sensors needed to produce reliable, reproducible data in normal pipeline operating conditions. Pure Technologies has also developed appropriate analysis software and can generate reports that allow accurate determination of the locations of anomalies. Given the battery life of the SmartBall tool, many miles of pipeline can be tested during a single deployment. Pure Technologies utilizes a proprietary SmartBall Acoustic Receiver (SBR) to track the location of the device as it traverses the pipeline.

### **Preliminary Inspection Plan**

Pure Technologies will meet with BGJWSC staff to perform a site visit to verify and inspect access locations and potential challenges in order to finalize the Project Planning Document. This proposal is developed recognizing that tool deployment will need to be coordinated with BGJWSC staff due to insertion/extraction points and flow control required to maintain minimum/maximum flows, which optimize efficiency during the inspection. To mitigate project costs, it is our understanding that the BGJWSC will facilitate all civil activity for pipeline access, tool insertion/extraction and SBR installations, including fitting modification, excavation, tapping, shoring and other activities necessary to access valves and appurtenances identified as being critical to the performance of the inspection, if required.

### *Insertion/Extraction Locations*

A minimum 4-inch or greater diameter full access port is needed for insertion and extraction of the SmartBall tool. Typically, the inspection platform can be inserted through a check valve within a pump station and extracted downstream from a discharge manhole. Details for insertion and extraction of the SmartBall tool will be summarized in the Project Planning Document following a site visit.

### *Installation of SBRs*

Prior to the inspection, SBRs will be installed along the pipeline to track the position of the inspection tool. The SBRs perform best when attached directly to the metal surfaces of pipeline appurtenances, such as existing air-release valves, flanges, valves, or any other contact points on the pipe. At these locations, Pure Technologies staff will adhere the requisite number of acoustic sensors on the pipe for the duration of the survey(s). Existing air-release valve locations will be used for tracking. Additional SBR locations may be required and assistance with locating and accessing them will be identified during an initial site visit. Details for installing SBRs will be included in the Project Planning Document prior to the inspection.

### *Minimum Flow Requirements*

The SmartBall platform requires a pipeline liquid average velocity of 1 to 4 feet per second. The inspection rate is approximately 70% of average liquid velocity. Pure Technologies will request BGJWSC staff control the flow rate to confirm the requisite velocity during tool deployment. Pure Technologies will also evaluate pumping rates and cycle times to determine if supplemental water will be required to complete the inspection. It should be noted that gas pocket and leak detection surveys can be performed under typical operating conditions.

### *Pipeline Pressures*

A minimum pressure differential of 15 psi is necessary for leak detection. BGJWSC staff will operate the system to maintain pipeline pressures as necessary to accommodate the needs of its customers. Approximate pressure measurements may be requested prior to and/or during the inspection.

### *Transient Pressure Monitoring*

One of the initial phases of any condition assessment project should include monitoring for short duration pressure transients. Traditional pressure monitors collect data in intervals of minutes while transients or events of specific interest may occur in fractions of a second. A transient pressure monitor addresses the sampling frequency issue by continuously monitoring pressure while under normal operating conditions and recording normal operating data every few minutes (based on user-defined time intervals). However, when a transient event occurs in a pipeline, the monitor detects the sudden change in pressure and records data at a higher sampling rate (typically in intervals of 50 milliseconds). Collection of the transient data is critical for the hydraulic evaluation of the force main and ultimately the condition assessment of the pipeline. If a pipeline owner or operator relies solely on traditional pressure monitoring data, the actual pressures that influence a pipeline may not be documented, limiting an accurate condition assessment of the pipeline.

If requested, Pure Technologies will install one self-contained pressure-monitoring device at the pump station to record transient events for up to 30 days. Pure Technologies will then remove the temporary monitor and incorporate the results in the final report. Transient monitoring will be performed concurrently with project planning and implementation to maintain project schedule.

## Field Verifications / Wall Thickness Measurements

Wall thickness data for metallic pipes can be statistically analyzed to evaluate the failure probability for pipelines. A Monte Carlo simulation is used to estimate remaining wall thickness and rate of loss based on the results of the inspection, actual wall thickness measurements obtained during field verifications and the structural evaluation.

Using this simulation, pipe management strategies can be developed that address the short-term management and long-term renewal strategies for the force main. It should be noted that a statistical evaluation and remaining useful life calculations are contingent upon performing test pits to obtain wall thickness measurements. The preferred means to accomplish the remaining useful life calculations is via test pits that are chosen at statistically significant locations. Additional ultrasonic thickness measurements can be taken at existing ARV locations or where leaks or pockets of trapped gas are being externally repaired.

A summary of the typical field verification protocols is summarized below:

- Prior to external testing, pipe diameter and length will be measured by Pure. The pipe's identification, station location, or length to known reference point will be boldly marked or painted on the pipe so as to be clearly seen in photographs. Photographs will be taken of the in situ pipe from various angles.
- Soil and groundwater (where applicable) samples may be collected at the discretion of Pure Technologies.
- Burial depth will be measured as well as notation made on potential live loading.
- GPS points will be captured using Trimble 7-Series GPS equipment or better of pipe and excavation including elevations and multiple photographs.
- External testing will be performed to determine wall thickness and areas of internal and external corrosion. This will be done using one or more of the following techniques; external MFL, pulsed-eddy current, ultrasonic thickness testing, magnetic particle testing or dye penetrant testing.

Pure Technologies will coordinate test pit location site preparation with the BGJWSC prior to mobilizing to the project site.

## AWWA Design Check

The withdrawn AWWA C101 standard dictated the design requirements for CIP. By using the equations presented in the standards, the minimum required wall thickness for current loading conditions is calculated over the length of the pipeline. With only the inputs of overburden, internal pressure, and pipe material, we can understand if the pipe that was installed meets or exceeds the standards (was the pipe over or under designed). This is a first and conservative step to evaluating the significance of any defects.

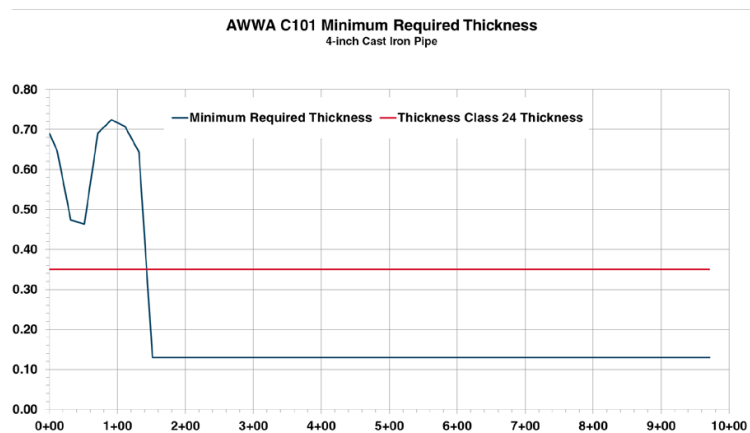


Figure 2: Example CIP Design Check for AWWA C101

## Remaining Useful Life (RUL) Analysis

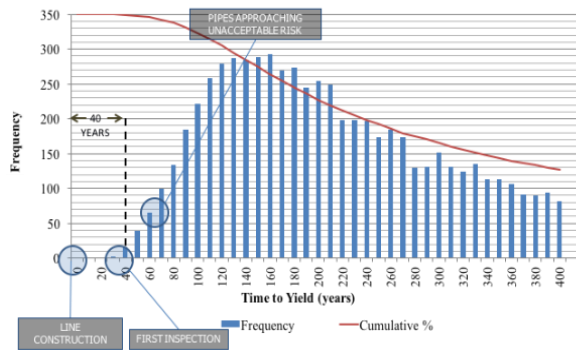


Figure 3: Remaining Useful Life Output

By combining the structural evaluation with condition data, estimates of when the pipeline should next be inspected along with a remaining service life of the asset can be completed. To do this, Pure Technologies has developed a statistical simulation that utilizes multiple asset attributes such as failure history, inspection data, and structural analysis. An example of the output of this model is shown in the figure to the left which shows the number of failures predicted (y-axis) by year into the future (x-axis). The simulation data indicates that based on the data collected, several areas

within the pipeline are expected to corrode to the point of requiring intervention within the next 10 to 20 years. Remaining useful life estimates should be used as guidance for re-inspection interval planning as collection of subsequent condition data can be used to better refine the asset life estimates. Once another inspection is completed, the data collected in that inspection should be analyzed in conjunction with the data presented in the initial inspection report to provide a more accurate and robust remaining useful life evaluation. This information may then be used by the client for its capital planning and any associated business case evaluations.

## DELIVERABLES

1. A detailed Project Plan will be submitted to the BGJWSC prior to the inspection in electronic PDF format. The project plan will be provided approximately two weeks prior to the inspection, dependent on the receipt of project data.
2. A Draft Report (electronic PDF) will be generated and delivered to the BGJWSC within eight weeks of completion of the inspection. The report will include the following information:
  - SmartBall® – Identification and geospatial reference (provided in shapefile format) of any leaks and/or gas pockets detected along the force main as well as ARV installation recommendations.
  - If included under the additional scope services, Pure Technologies will also provide transient pressure monitoring, wall thickness measurements, a structural evaluation and/or perform a statistical analysis to determine the remaining useful life of the force main.
  - Pure Technologies typically provides a presentation summarizing draft results to stakeholders in order to facilitate review of the Draft Report.
3. A Final Report will be submitted within two weeks of the receipt of comments from the client summarizing the findings based on the proposed inspection. The Final Report shall be delivered in electronic format (PDF format).



## SCHEDULE

The proposed schedule for the SmartBall inspection and condition assessment is outlined below:

- Site Visit 1-3 weeks after NTP
- Project Planning Document 2-4 weeks after NTP
- SmartBall Inspection 2-4 weeks from Project Plan approval
- Data Analysis and Draft Report 6-8 weeks from Inspection completion
- Review Period 2 weeks from receipt of the Draft Report
- Final Report 2 weeks from receipt of review comments

### Notes:

Draft report schedule is dependent upon notice to proceed for wall thickness measurements and request for structural and statistical analysis. Anticipated schedule for draft report would be six weeks following the completion of wall thickness measurements.

## PROPOSED FEE AND PAYMENT SCHEDULE

Pure Technologies will deliver leak and gas pocket detection services on the SmartBall platform for the subject force main while it remains in service. The estimated cost for this project is based on the information provided at this time and is detailed in the tables below.

### Project Fee

Item	Description	Unit	Unit Price	Quantity	Total Price
1	Project Planning and Mobilization	EA	\$ 26,250.00	1	\$ 26,250.00
2	Inspection: leak and gas pocket detection (approx. 5,280 LF)	Mile	\$ 15,750.00	1	\$ 15,750.00
3	Project Reporting	EA	\$ 10,500.00	1	\$ 10,500.00
<i>Not-to-Exceed Project Cost without Additional Services</i>					<b>\$ 52,500.00</b>
<b>Additional Services (provided upon request at the unit prices noted below)</b>					
4	Transient Pressure Monitoring	LS	\$ 5,250.00	1	\$ 5,250.00
5	Field Verifications/Wall Thickness Measurements	EA	\$ 6,500.00	-	TBD
6	AWWA Design Check (per pipe diameter/class)	EA	\$ 2,500.00	2	\$ 5,000.00
7	Statistical Analysis – RUL (per pipe diameter/class)	EA	\$ 9,975.00	1	\$ 9,975.00

All travel, shipping and related expenses are included in the field data collection/inspection costs. Payment of services rendered by Pure Technologies will be invoiced accordingly:

## Payment Schedule

Service	Fee	Invoicing Period
Project Planning and Mobilization	\$ 26,250.00	Upon submittal of the Project Planning Document
Inspection	\$ 15,750.00	Upon completion of the Inspection
Field Verifications/Wall Thickness Measurements	As Incurred	\$6,500 each - Upon completion of the Wall Thickness Measurements (if requested)
Project Reporting (Draft)	\$ 5,250.00	Upon submittal of the Draft Report
Transient Pressure Monitoring	\$ 5,250.00	Upon submittal of the Draft Report (if requested)
AWWA Design Check (per pipe diameter/class)	As Incurred	\$2,500 each - Upon submittal of the Draft Report (if requested)
Statistical Analysis – RUL (per pipe diameter/class)	As Incurred	\$9,975 each - Upon submittal of the Draft Report (if requested)
Project Reporting (Final)	\$ 5,250.00	Upon submittal of the Final Report

## Mobilization Fee Summary

The following is a summary of basic items covered under the project planning and mobilization line item included in this proposal:

- Project document review;
- Preliminary site visit and review (including travel costs);
- Pre-inspection coordination/meetings;
- Planning document development;
- Equipment and staffing logistics to and from the project sites;
- Tool calibration; and,
- Pre-inspection activities required in advance of the scheduled inspection date.

## Project Execution and Local Assistance

During the inspection planning process, the following information will be requested of the BGJWSC for the preparation and execution of the inspection.

- Provide information about the pipeline to Pure Technologies at least four weeks prior to the inspection date including, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures, air valves, blow-offs, and main line valves – if available;
- Provision of any required legal right-of-entry on the property for insertion/extraction and tool tracking, including environmentally sensitive areas;
- Provide support personnel during the inspection for locating and accessing insertion/extraction and tracking points, traffic control, and other support as necessary;
- Prepare and/or modify existing pipeline fittings and structures as indicated by Pure Technologies to accommodate insertion and extraction of the inspection equipment;
- Excavate, de-water, shore up, and/or provide scaffolding of job area and other civil activity, as necessary, in compliance with OSHA and local standards and regulations;

- Provide and maintain safe and reasonable access to all insertion/extraction and tracking points throughout the inspection and obtain public works and/or police permits, as required;
- Operate the pipeline in a manner that will achieve the minimum/maximum flow velocities indicated in the Project Plan throughout the inspection;
- Render confined space areas safe for service, including locking and tagging pumps, valves and motors; de-watering areas to permit movement of persons and equipment; and vector and rodent control, as necessary; and,
- Provide Pure Technologies with the recommended test pits for field verifications/wall thickness measurements in order to determine the amount of wall loss at strategic locations, if requesting remaining useful life analysis.

Pure Technologies appreciates the opportunity to perform the proposed scope of work. We are committed to providing you with a successful project. If you have any questions or comments, please do not hesitate to contact me.

Best regards,



Jimmy Stewart  
Business Development Manager  
Jimmy.Stewart@XylemInc.com

Attachments - CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES

## SCHEDULE "A"

### CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES (North America)

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

#### DEFINITIONS

1. In these Conditions of Engagement, the following definitions apply:
  - a. **Client** means any person or persons, firm or company engaging Pure to provide the Services.
  - b. **Contract** means the agreement awarded to Pure as a result of the Proposal.
  - c. **Pure** means Pure Technologies Ltd., Pure Technologies Canada Ltd., Pure Technologies U.S. Inc., PureHM Inc., PureHM U.S. Inc., or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.
  - d. **Proposal** means Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
  - e. **Services** mean those services of whatever nature to be supplied by Pure under the Contract.
  - f. **Site** means the facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

#### PURE'S OBLIGATIONS

2. Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
3. Pure will ensure that the equipment used in performing the Services is in a good and functional state.

#### CLIENT'S OBLIGATIONS

4. The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:
  - a. ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;

- b. inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material; and
  - c. perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.
5. The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

### **PROPRIETARY AND CONFIDENTIAL INFORMATION**

6. All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.
7. Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("**Pure's Proprietary Technology**"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.
8. Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 8 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.
9. Notwithstanding anything herein to the contrary, Contractor will have a limited, non-exclusive, royalty-free license to utilize data collected in the performance of services hereunder for purposes of:
  - a. providing services
  - b. analyzing and improving the services, and
  - c. internal research and development for the benefit of Contractor clients.

### **LIABILITY AND WARRANTIES**

10. Pure will indemnify the Client against any expense, demand, liability, loss, claim or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by

the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Pure.

11. Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.
12. Pure's cumulative liability under the Contract, whether in contract, tort (including negligence), or otherwise, will in no event exceed the aggregate consideration paid by the Client to Pure for the portion of the Services that gave rise to the liability, provided, however, that this clause shall not limit Pure's indemnification obligations under these Conditions of Engagement.
13. The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.
14. Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for a particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.