



**Brunswick-Glynn County Joint Water and Sewer Commission**  
**1703 Gloucester Street, Brunswick GA 31520**  
**Wednesday, September 18, 2019 at 3:00 PM**  
**Commission Meeting Room**

## **FACILITIES COMMITTEE MEETING AGENDA**

### **COMMITTEE MEMBERS:**

**Chairman Ben Turnipseed**  
**Commissioner Bob Duncan**  
**Commissioner Steve Copeland**  
**Interim Executive Director Andrew Burroughs**

### **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.*

### **APPROVAL**

- 1. Minutes from August 21, 2019 Facilities Committee Meeting (*subject to any necessary changes*)**
- 2. Hillpointe Residential, LLC / Coastal Club Apartments Comprehensive Agreement – A. Burroughs**
- 3. FY 2020 Structural Manhole Rehabilitation Project Contract Award – A. Burroughs**

### **DISCUSSION**

- 1. FEMA/GEMA Transfer Switch Application RSA – A. Burroughs**
- 2. WPCF Plant Flows Report – A. Burroughs**
- 3. Project Report – A. Burroughs**

### **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 & Sewer Commission**  
**1703 Gloucester Street, Brunswick, GA 31520**  
**Commission Meeting Room**  
**Wednesday, September 18, 2019 at 3:00 PM**

**FACILITIES COMMITTEE MINUTES**

**PRESENT:** Ben Turnipseed, Chairman  
Steve Copeland, Commissioner  
Bob Duncan, Commissioner  
Andrew Burroughs, Interim Executive Director

**ALSO PRESENT:** Donald Elliott, Commissioner  
Todd Kline, Director of Engineering  
Janice Meridith, Exec. Commission Administrator

**MEDIA PRESENT:** Taylor Cooper, The Brunswick News  
Matthew Permar, The Islander

Chairman Turnipseed called the meeting to order at 3:00 PM.

Chairman Turnipseed provided the invocation.

**PUBLIC COMMENT PERIOD**

There being no citizens that wished to address the Committee, Commissioner Turnipseed closed the Public Comment Period.

**APPROVAL**

**1. Minutes from Facilities Committee Meeting August 21, 2019**

Commissioner Duncan made a motion seconded by Commissioner Copeland to approve the minutes from the Facilities Committee Meeting held on August 21, 2019. Motion carried 3-0-0.

**2. Hillpointe Residential, LLC / Coastal Club Apartments Comprehensive Agreement – A. Burroughs**

Mr. Burroughs provided that Hillpointe Residential is proposing to build a 240 unit apartment complex along Old Cypress Mill Road. At this time there is not sufficient capacity in pump stations 4056 and 4059 to carry the flow to pump station 4021 on Altama Avenue. He noted that the developer wishes to move forward to improve the stations to provide the capacity to serve their development. The developer has come forward with a request for an Unsolicited Proposal previously and this matter today is regarding the Comprehensive Agreement that follows in the process. Mr. Burroughs noted that the preliminary engineering report was completed by the developer. He advised that the plan is to change out the pumps at the pump stations as well as do some force main upgrades to facilitate their project. Mr. Burroughs

added that the developer does have a substantial completion deadline of two years in the agreement, once it is approved. The agreement will be for the developer to get credit for their capital improvement fees in the amount of the construction costs (dollar for dollar) and the credit is required to be redeemed within ten years of the agreement. Mr. Burroughs provided that JWSC will have full right of inspection on the project and will get to review all of the plans as normal with a traditional development, with their financing it.

Commissioner Duncan made a motion seconded by Commissioner Copeland to move that the Hillpointe Residential, LLC Coastal Club Apartments Comprehensive Agreement be approved by the Facilities Committee and forwarded on to the full Commission for its approval. Motion carried 3-0-0.

**3. FY 2020 Structural Manhole Rehabilitation Project Contract Award – A. Burroughs**  
Mr. Burroughs provided for the Committee that back in July a solicitation for bid for structural manhole rehabilitation had been issued. There will be 55 manholes done as part of this project. He noted that previously the manholes had not been lumped together into one contract, but were done a couple at the time. There were three bidders with the low bidder being Bio-Nomic Services, Inc. at \$216,171.00 which averages to be about \$4,000 per manhole. Mr. Burroughs stated that by bidding the manholes in one lump sum the cost per manhole will be cut by about a half for the rehabilitation, and that by doing them one or two at the time JWSC was paying anywhere from \$7,000 to \$10,000 per manhole. The selection of manholes for this bid was determined by the inspection of manholes that were made and were the ones in the worst shape. Photographs of the manholes were provided to the bidders as well as the opportunity to self-inspect them for the purpose of bidding.

Commissioner Duncan made a motion seconded by Commissioner Copeland to recommend to the full Commission that the BGJWSC enter into a contract with Bio-nomic Services, Inc., in the amount of \$216,171.00 for the Fiscal year 2020 Structural Manhole Rehabilitation Project. Motion carried 3-0-0.

## **DISCUSSION**

**1. FEMA/GEMA Transfer Switch Applications – A. Burroughs**  
Mr. Burroughs advised this had been discussed earlier in the Finance Committee Meeting. Approval has been received to move forward with 22 transfer switch installations at lift stations. There are two application in with FEMA/GEMA funding. There are more than 22 switches needed, but these are the first 22 approved. Mr. Burroughs provided that JWSC pays all of the costs upfront and then 75% is reimbursed from FEMA and an additional 10% is reimbursed from the state, leaving 15% that JWSC pays. He noted that the anticipated cost to JWSC will be \$8,814.50. If the bids come in at above or below the amount that was estimated the funding is adjusted to accommodate that cost as long as the difference is within a reasonable amount.

**2. WPCF Plant Flows Report – A. Burroughs**  
Mr. Burroughs provided the Committee with the WPCF Plant Flows Report. He highlighted the various influent and effluent flows and concentrations for the Academy Creek, Dunbar, and Southport plants. The phosphorous influent level for Academy Creek was noted to be placed on a watch list to see if it stabilizes. Mr. Burroughs advised that he and Mr. Ryals have discussed the sampling rate which is only required once per month, but may be done more frequently. All three plants were well within compliance for the month with the exception of the Ammonia effluent concentration showing 21.3 which is above the permit limits of 17.4. This issue is being investigated as either an equipment or human error is suspected as the cause.

**2. Project Report – A. Burroughs**  
Mr. Burroughs provided an update on the current project report. Projects reported on included:

- Project 417 – Ridgewood Water Production Facility
- Project 702 – North Mainland Sewer Improvements
- Project 703 – PS4003 Decommission and Gravity Sewer
- Project 801 – FEMA Hazard Mitigation Academy Creek
- Project 906 – Water Pollution Rehab – Academy & Dunbar
- Project 2004 – Mainland Smoke Testing

Mr. Kline provided an update on the following projects:

- Project 804 – Magnolia Water Improvements
- Project 805 – L Street Water Improvements

There being no further committee business, Chairman Turnipseed adjourned the meeting at 3:50 p.m.

Attest:

  
Janice Meredith, Executive Commission Administrator

  
G. Ben Turnipseed, Chairman





# Brunswick-Glynn County Joint Water and Sewer Commission

## Memo

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**To:** BGJWSC Facilities Committee  
**From:** Charles A. Dorminy, J.D., LL.M.  
**Date:** September 18, 2019  
**Re:** Hillpointe Residential, LLC / Coastal Club Apartments Comprehensive Agreement

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### **Background**

Developer Hillpointe Residential, LLC has contracted to purchase property located at 3061 Old Cypress Mill Road known as tax parcel 03-04945 (the "Property") and wishes to develop the property for up to a 240-unit apartment complex (the "Development"). Necessary upgrades to certain existing JWSC lift stations and related wastewater infrastructure must be completed in order to provide adequate wastewater service to the proposed Development. Developer desires to improve the sewer infrastructure located on and serving the Property by funding and contracting for the construction of improvements to the public wastewater system at LS 4056, LS 4059, and the Old Cypress Mill Road Force Main sufficient to provide wastewater capacity to serve the Development (hereinafter the "Project").

The JWSC has created a uniform Unsolicited Proposal Policy (hereinafter the "Policy") through which private entities may submit proposals the JWSC is not currently pursuing and to provide a mechanism through which the System may be improved with minimal concurrent cost to the JWSC. The Developer duly submitted an unsolicited proposal (hereinafter the "Proposal") pursuant to the Policy to address capacity shortages related to the Project.

JWSC and Developer desire to enter into this Comprehensive Agreement (hereinafter the "Agreement") wherein Developer will construct the Project and dedicate the same to the JWSC, and, in exchange, the JWSC will reimburse Developer through applying an equivalent amount of credit toward tap fees that would otherwise have become due from the Developer as a result of the approval and development of the Project.

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

The Scope of Work for the Project shall include Upgrades to Lift Station 4059 sufficient to ensure a flow rate equal to or greater than 392 gpm, recommended KSB KRT 80-252/76XEG-

S, 10 HP, 230V/460V duplex pumps Wilo FA10.78Z 57 HP 460 V duplex pumps; Upgrades to Lift Station 4056 sufficient to ensure a flow rate equal to or greater than 631 gpm, recommended KSB KRT 100-255/74XEG-S, 10 HP, 230V/460V duplex pumps Wilo FA10.51E 10.2 HP 460 V duplex pumps; Upgrades to Old Cypress Mill Road Force Main sufficient to accommodate the additional flow from Coastal Club by replacing the existing 4" force main with a 1,908 linear foot 6" PVC force main.

Utility will bid the Project based on the Preliminary Engineering Report and plans based thereon in accordance with the Utility Purchasing Policy. Utility will solicit and review bids for the Project in accordance with the Utility Purchasing Policy. The Utility will then select the contractor and give the Developer the option of either paying the Utility the amount of the bid or electing to contract with the contractor directly and manage the project itself.

In the event Developer elects to contract and manage the Project, Developer shall ensure the Project is substantially complete within two (2) years of Utility's selection of the contractor.

Upon dedication of the Project improvements, Utility shall apply credit toward future Capital Improvement Fees that would otherwise become due from Developer in an amount equal to all amounts paid by the Developer and not refunded.

The amount credited by JWSC to Developer, and that may be redeemed by Developer or its successors in interest, shall be based on the capital improvement fee rates current as of the completion of the Project. Upon Developer redeeming the full amount of credit for the amounts paid for the Project, the Developer and remaining Property shall be subject to the fees outlined in the then-current JWSC Rate Resolution, as amended.

In no event shall Developer be entitled to reimbursement or redemption of credit in excess of the amounts paid for the Project, nor shall any credit be redeemable after ten (10) years from the Term Date of this Agreement.

Upon completion of the Project, JWSC agrees to reserve and guarantee sewer capacity for the Property. This Agreement, including the Reservation of Capacity, shall terminate ten (10) years from the date that the Project improvements provided hereunder are first dedicated and accepted by the JWSC

### **Motion**

I hereby move that the Facilities Committee recommend that the full Commission approve the Comprehensive Agreement with Hillpointe Residential, LLC and authorize the Chairman to execute the same.

## COMPREHENSIVE AGREEMENT

This Comprehensive Agreement (this "Agreement") is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **HILLPOINTE RESIDENTIAL, LLC**, its, successors and assigns (hereinafter "Developer"), 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 "JWSC").

### WITNESSETH THAT:

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

WHEREAS, Developer has contracted to purchase property located at 3061 Old Cypress Mill Road known as tax parcel 03-04945 (the "Property") and wishes to develop the property for up to a 240-unit apartment complex (the "Development"); and,

WHEREAS, necessary upgrades to certain existing JWSC lift stations and related wastewater infrastructure must be completed in order to provide adequate wastewater service to the proposed Development; and,

WHEREAS, Developer desires to improve the sewer infrastructure located on and serving the Property by funding and contracting for the construction of improvements to the public wastewater system at LS 4056, LS 4059, and the Old Cypress Mill Road Force Main sufficient to provide wastewater capacity to serve the Development (hereinafter the "Project"); and,

WHEREAS, the JWSC has created a uniform Unsolicited Proposal Policy (hereinafter the "Policy") through which private entities may submit proposals the JWSC is not currently pursuing and to provide a mechanism through which the System may be improved with minimal concurrent cost to the JWSC; and,

WHEREAS, the Developer duly submitted an unsolicited proposal (hereinafter the "Proposal") pursuant to the Policy to address capacity shortages related to the Project; and,

WHEREAS, JWSC and Developer desire to enter into this Comprehensive Agreement (hereinafter the "Agreement") wherein Developer will construct the Project and dedicate the same to the JWSC, and, in exchange, the JWSC will reimburse Developer through applying an equivalent amount of credit toward tap fees that would otherwise have become due from the Developer as a result of the approval and development of the Project; and,

WHEREAS, it is the intention of the parties hereto to enter into this Agreement in order to provide a statement of the respective covenants, conditions, and agreements set out herein in connection with the Project;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set out herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**1. CONTRACT DOCUMENTS**

(a) This Agreement consists of this and other documents, which are incorporated by reference as though fully set forth herein, as follows:

(1) Developer's Unsolicited Proposal dated February 27, 2019, including Addendums, if any;

(2) The JWSC Purchasing Policy;

(3) The JWSC Water and Wastewater Systems Development Procedures;

(4) The Final Engineering Report dated April 23, 2019, as revised on July 2, 2019, and August 20, 2019;

(5) Offsite Water and Sewer Detailed Design Drawings and Construction Plans to be prepared to the mutual satisfaction of the Parties following execution of the Agreement;

(b) In case of any conflicts, the terms and conditions set forth in this Agreement shall control over the terms and conditions of the documents incorporated herein by this Agreement.

**2. REPRESENTATIONS AND WARRANTIES**

Developer hereby represents and warrants to JWSC as follows:

(a) **Good Standing.** Developer is a Limited Liability Company organized under the laws of the State of Georgia, validly existing in good standing and duly authorized to transact business in the State of Georgia, and has the power and authority to own property, enter into contracts, and to otherwise carry on its business in each jurisdiction in which it does business, including Georgia.

(b) **Authority and Compliance.** Developer has full power and authority to execute and deliver this Agreement and accompanying Contract Documents outlined herein, and to incur and perform the obligations provided for herein, all of which has been duly authorized by all proper and necessary action of the appropriate governing body of Developer. To the best of its knowledge, Developer is in compliance with all laws and regulatory requirements to which it is subject.

- (c) **Binding Agreement.** This Agreement, including the other Contract Documents incorporated herein outlined in Section 1 above, executed by Developer and JWSC constitute valid and legally binding obligations of Developer and JWSC, enforceable in accordance with their terms.
- (d) **No Conflicting Agreements.** To the best of Developer's knowledge, there is no charter, articles, bylaw, stock provision, operating or partnership agreement, or other document pertaining to the organization, power, or authority of Developer and no provision of any existing agreement, mortgage, indenture, or contract binding on Developer or affecting its property, which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement and the Contract Documents.
- (e) **Continuation of Representation and Warranties.** All representations and warranties made under this Agreement shall be deemed to be made at and as of the date hereof.

### 3. **RESPONSIBILITIES**

- (a) The Scope of Work for the Project shall include the Proposed Improvements as outlined in the Final Engineering Report, including, but not limited to the following:
  - 1. Upgrades to Lift Station 4059 sufficient to ensure a flow rate equal to or greater than 392 gpm, recommended KSB KRT 80-252/76XEG-S, 10 HP, 230V/460V duplex pumps;
  - 2. Upgrades to Lift Station 4056 sufficient to ensure a flow rate equal to or greater than 631 gpm, recommended KSB KRT 100-255/74XEG-S, 10 HP, 230V/460V duplex pumps;
  - 3. Upgrades to Old Cypress Mill Road Force Main sufficient to accommodate the additional flow from Coastal Club by replacing the existing 4" force main with a 1,908 linear foot 6" PVC force main;
  - 4. Provide all controls, service upgrades, and other electrical/mechanical appurtenances necessary to support the specified improvements.
- (b) Applicant will provide complete construction plans and specifications sufficient for bidding and contract purposes. Utility may at its discretion approve or modify plan and/or equipment specifications (ex. specific pump brand or model, etc.) provided that such modifications do not exceed the Scope of Work for the Project. Utility will bid the Project based on the Preliminary Engineering Report and plans based thereon in accordance with the Utility Purchasing Policy;

- (c) Utility will solicit and review bids for the Project in accordance with the Utility Purchasing Policy;
- (d) The Project shall be limited to the work identified in this Agreement and shall not be changed unless agreed to by both Parties in writing.
- (e) In the event Developer elects to undertake the Development, Developer shall:

Contract directly for the construction of the Project and in good faith enter into negotiations to contract with the contractor whom Utility votes to be awarded the contract and pay the costs to complete the Project.

(f)

1. Developer shall:
  - i. Manage the Project in a reasonable manner;
  - ii. Dedicate the improvements to Utility upon completion of the Project in accordance with the Utility Water and Wastewater Systems Development Procedures' dedication procedure;
  - iii. Ensure Utility has an opportunity to review and approve or disapprove of all change order requests;
  - iv. Ensure Utility has access to inspect the Project at any time; and
  - v. Ensure the Project is substantially complete within two (2) years of Utility's selection of the contractor.
2. Utility has the right to inspect and accept or refuse to accept dedication of any improvements associated with the Project in the event any portion of the Project is not completed in accordance with the Contract Documents or to the satisfaction of the Utility;
3. Upon dedication of the Project improvements, Utility shall apply credit as outlined in Section 4 herein toward future Capital Improvement Fees that would otherwise become due from Developer in an amount equal to amounts paid by the Developer and not refunded. The amount credited shall not exceed the contract bid price, unless adjusted by change orders approved by Utility.



4. JWSC shall inspect and test the improvements to ensure the Scope of Work was performed satisfactorily. If JWSC determines that the Scope of Work has not been completed in a satisfactory manner, JWSC may:
  - i. Demand additional improvements payable by Developer, and credited as outlined herein, or
  - ii. Reduce the credited amount by the amount necessary to make the improvements perform as required;
5. Upon dedication of the project improvements, JWSC shall apply credit as outlined herein below toward tap fees that would otherwise become due from Developer in an amount equal to all amounts paid by the Developer and not refunded;

#### **4. CREDIT FOR AMOUNTS PAID**

- (a) Amounts paid by Developer for the construction of the Project, up to the amount of the contract bid plus any Utility approved change orders, shall be credited by JWSC toward tap fees that would otherwise become due from Developer or its successors in interest upon construction plan approval, and the contemporaneous opening of accounts, during the development of the Property;
  - a. Developer shall submit evidence of expenses upon receipt by Developer and submit evidence of payments upon payment by Developer;
  - b. JWSC may request additional information to verify reasonableness of all amounts claimed;
- (b) The amount credited by JWSC to Developer, and that may be redeemed by Developer or its successors in interest, shall be based on the capital improvement fee rates current as of the completion of the Project. Upon Developer redeeming the full amount of credit for the amounts paid for the Project, the Developer and remaining Property shall be subject to the fees outlined in the then-current JWSC Rate Resolution, as amended;
- (c) Developer or its successors in interest may submit construction plans for review, and, have accounts opened contemporaneously upon approval, in phases and at its discretion;
- (d) Developer, or its successors in interest, shall be responsible for any operational and administrative fees associated with opening of the accounts and installation of meters based on the JWSC Rate Resolution as of the time of any construction plan approval;

- (e) Developer or its assignee shall be responsible for all monthly rates and fees, in accordance with the then-current JWSC Rate Resolution, once an account is opened;
- (f) In no event shall Developer be entitled to reimbursement or redemption of credit in excess of the amounts paid for the Project, nor shall any credit be redeemable after ten (10) years from the Term Date of this Agreement as defined in Section 6 herein (hereinafter "Redeemable Term");
- (g) Any credit not redeemed by the Developer or its successors in interest during the prior to the Term Date, as defined below, shall be forfeited and shall be deemed a gift to the JWSC.

## **5. RESERVATION OF CAPACITY**

Upon completion of the Project, JWSC hereby agrees to reserve and guarantee sewer capacity for the Property until the Term Date, as defined below (hereinafter referred to as "Reservation of Capacity"). Prior to allowing access to the System, Developer shall obtain all approvals necessary from the Glynn County Development Department, and, further, Developer shall redeem credit as outlined hereinabove and pay any outstanding capital improvement fees as outlined in the then-current JWSC Rate Resolution. Upon expiration of the Redeemable Term, the Reservation of Capacity shall cease.

## **6. TERM OF THE AGREEMENT:**

The effective date of this Agreement shall be the date first written below (hereinafter "Effective Date"). This Agreement, including the Reservation of Capacity, shall terminate ten (10) years from the date that the Project improvements provided hereunder are first dedicated and accepted by the JWSC (hereinafter the "Term Date"). The JWSC shall not be liable for any further obligation to Developer following the termination of this Agreement. The Indemnification provision of this Agreement shall survive the termination of the Agreement.

## **7. INDEMNIFICATION**

Developer shall indemnify, defend and hold harmless the JWSC, its officers, employees, and agents from and against all actions, liabilities, claims, suits damages, losses and expenditures, liens, judgments, attorney's fees and costs arising out of or resulting from this Agreement or the Project; provided, however, Developer shall not indemnify the JWSC, its officers, employees, and/or agents for JWSC's own, sole negligence.

This Section shall survive termination of this Agreement.

## **8. ENFORCEABILITY**

JWSC hereby warrants and agrees that this Agreement shall be entered into the minutes of the JWSC and shall be binding and enforceable upon JWSC and its successors and assigns. The adoption of this Agreement by JWSC shall be deemed an express waiver of any legal immunities that may apply to JWSC with respect to the Project or this Agreement.

## **9. MODIFICATION OF AGREEMENT**

Any modification, alteration, or change to this Agreement, including but not limited to, modification of the Scope of Work for the Project and extension of Redeemable Term, shall be made by written amendment to this Agreement and executed by the parties.

## **10. WAIVER**

The failure of either party at any time to enforce or require performance of any provision hereof shall in no way operate as a waiver of, or affect the rights of, such party at a later time to enforce the same. No waiver by either party of any condition or the breach of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or a waiver of any other condition or of any breach of any other provision contained in this Agreement.

## **11. TERMINATION OF AGREEMENT**

Either party may terminate this Agreement, without cause, by giving written notice to the other party thirty (30) calendar days before the effective date of such termination. Upon termination by Developer, the amounts paid by Developer and redemption of the same shall be forfeited and no further redemption may be had. Further, upon termination by Developer, the Reservation of Capacity shall cease. Upon termination by JWSC, any amounts reasonably paid by Developer for the Project and not refunded that have not been redeemed, shall be immediately payable along with 10% interest.

## **12. NOTICES**

- (a) All notices, approvals, consents, requests, demands, claims or other communications shall be in writing (collectively referred to as "Notice").
- (b) It shall be sufficient service of any Notice if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) If to Developer: Kelly Mahoney  
Hillpointe Residential, LLC  
8830 Macon Hwy., Bldg. 300

Athens, GA 30606

With a copy to: Jason M. Tate  
Roberts Tate, LLC  
2487 Demere Road  
Suite 400  
PO Box 20828  
St. Simons, Georgia 31520

(2) If to JWSC: Andrew Burroughs  
Interim Executive Director  
Brunswick – Glynn County Joint Water  
and Sewer Commission  
1703 Gloucester Street  
Brunswick, Georgia 31520

With a copy to: Charles Dorminy, J.D., LL.M.  
JWSC Attorney  
Hall Booth Smith, P.C.  
3528 Darien Highway, Suite 300  
Brunswick, Georgia 31525

- (c) Any Notice hereunder shall be deemed to have been given or made as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of posting. Any notice by facsimile transmission shall be deemed to have been given or made upon receipt and if verified by the facsimile apparatus that the transmission was, in fact, sent, including the number to which the facsimile was sent, and the time and date it was transmitted successfully.
- (d) The parties hereto may, by Notice given hereunder, designate any different address to which subsequent Notices shall be sent or the person to whose attention the same shall be directed.

### **13. ENTIRE AGREEMENT: BENEFIT TO PARTIES**

- (a) This Agreement and any attached exhibit(s) constitute the entire agreement between the parties hereto: no prior written promises, or contemporaneous or subsequent oral promises or representations shall be binding.
- (b) With the exception of rights expressly conferred herein, nothing expressed or mentioned in or implied herein is intended or shall be construed to give to any person other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect hereto. Nor shall any agreement or condition or provision herein contained be construed as creating any debt against Developer or JWSC in favor of any third person, except the Parties' successors and assigns. This

Agreement and the covenants, conditions and provisions hereof are intended to be used for the sole and exclusive benefits of the parties hereto and their successors and assigns.

**14. ASSIGNMENT**

Developer's rights and duties under this Agreement shall be freely assignable without need for the consent of the JWSC. Specifically, the Parties hereto acknowledge that Developer may desire to sell the Property or portions thereof in the future, and JWSC agrees and acknowledges that any rights Developer has under this Agreement shall be freely assignable and transferable to any such purchaser.

**15. CHOICE OF LAW AND FORUM SELECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any civil litigation arising from this agreement shall be brought in a court which is otherwise competent to hear the matter and is located within the venue of Glynn County Georgia.

**16. TIME IS OF THE ESSENCE**

Time is of the essence in fulfilling all terms and conditions of this Agreement.

**17. EXECUTION IN COUNTERPARTS**

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

**18. MISCELLANEOUS PROVISIONS**

- (a) Section captions herein are for convenience of reference only and neither limits nor amplifies the provisions of this Agreement.
- (b) The foregoing "whereas" clauses are hereby incorporated into this Agreement and made a part thereof.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names under seal, all by their fully authorized officers or agents as written below.

[Remainder of page left intentionally blank. Signatures on following page.]

**BRUNSWICK – GLYNN COUNTY  
WATER AND SEWER COMMISSION**

\_\_\_\_\_  
G. Ben Turnipseed, P.E.  
Chairman of Commission  
Date \_\_\_\_\_

\_\_\_\_\_  
Andrew Burroughs, P.E.  
Interim Executive Director

**HILLPOINTE RESIDENTIAL, LLC**  
A Delaware Limited Liability Company

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





# Brunswick-Glynn County Joint Water and Sewer Commission

## Memo

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**To:** BGJWSC Facilities Committee  
**From:** Andrew Burroughs, Interim Executive Director  
**Date:** September 18, 2019  
**Re:** **APPROVAL** - Contract Award – Fiscal Year 2020 Structural Manhole Rehabilitation Project

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### **Background**

JWSC released Invitation for Bid No. 20-001, Fiscal Year 2020 Structural Manhole Rehabilitation Project for the BGJWSC on Wednesday, July 3, 2019. The Scope of Work shall include rehabilitation of (55) fifty-five manholes with possible grout/CIPP and point repairs. This project is intended to reduce various I/I related issues throughout the JWSC service area, primarily due to corrosion issues.

### **Staff Report**

Three (3) firms responded with proposals on August 13, 2019. The results of the evaluation are listed below:

<b>Firm</b>	<b>Price</b>
Bio-Nomic Services, Inc.	\$216,171.00
Plastic Composites, Inc.	\$260,346.28
Vortex Solutions, LLC	\$299,385.90

After reviewing cost proposals, the \$216,171.00 amount submitted by Bio-Nomic Services 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 of one-hundred twenty (120) days for final report deliverables. BGJWSC anticipates all work for this project to be completed no later than March 1, 2020.

### **Recommended Action**

Staff recommends entering into a contract with Bio-Nomic Services, Inc., in the amount of \$216,171.00 for Fiscal Year 2020 Structural Manhole Rehabilitation.

### **Recommended Motion**

***"I make a motion to recommend to the full Commission that the BGJWSC enter into a contract with Bio-Nomic Services, Inc., in the amount of \$216,171.00 for the Fiscal Year 2020 Structural Manhole Rehabilitation Project."***

### **Enclosures:**

Bid Tabulation

Brunswick-Glynn Joint Water Sewer Commission  
IFB No. 20-001  
FY 2020 Structural Manhole Rehabilitation Project

**BID ITEMS: FY 2020 STRUCTURAL MANHOLE REHABILITATION**

Item	Description	Location Address	Quantity	Units	Bio-Nomic Services, Inc.		Plastic Composites, Inc		Vortex Services, LLC	
MISCELLANEOUS					Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	N/A	1	LS	\$ -	\$ -	\$ 24,000.00	\$ 24,000.00	\$ 3,500.00	\$ 3,500.00
2	Bypass Pumping	N/A	1	LS	\$ -	\$ -	\$ -	\$ -	\$ 110,000.00	\$ 110,000.00
3	Traffic Control	N/A	1	LS	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00
<b>Sub-Total: MISCELLANEOUS</b>					<b>\$0.00</b>		<b>\$39,000.00</b>		<b>\$116,000.00</b>	

SANITARY SEWER MANHOLE REHABILITATION					Unit Price	Total	Unit Price	Total	Unit Price	Total
4	Rehabilitate MH #2WTP0360 - Clean and Coat Existing Manhole	6 Plantation Way, Black Banks, SSI	1	LS	\$ 1,460.00	\$ 1,460.00	\$ 1,750.00	\$ 1,750.00	\$ 1,048.80	\$ 1,048.80
5	Rehabilitate MH #20010060 - Clean and Coat Existing Manhole	Intersection of Lord & Mallory, SSI	1	LS	\$ 4,380.00	\$ 4,380.00	\$ 3,718.00	\$ 3,718.00	\$ 3,312.00	\$ 3,312.00
6	Rehabilitate MH #20010340 - Clean and Coat Existing Manhole	Intersection of Butler St & Florence St, SSI	1	LS	\$ 2,920.00	\$ 2,920.00	\$ 2,652.00	\$ 2,652.00	\$ 2,040.00	\$ 2,040.00
7	Rehabilitate MH #20031560 - Clean and Coat Existing Manhole	101 Peachtree Street, SSI	1	LS	\$ 3,650.00	\$ 3,650.00	\$ 3,055.78	\$ 3,055.78	\$ 2,507.84	\$ 2,507.84
8	Rehabilitate MH #20031570 - Clean and Coat Existing Manhole	Behind 11828 Old Demere Road, SSI	1	LS	\$ 4,380.00	\$ 4,380.00	\$ 3,887.00	\$ 3,887.00	\$ 2,856.00	\$ 2,856.00
9	Rehabilitate MH #20050010 - Clean and Coat Existing Manhole	117 Worthing Road, SSI	1	LS	\$ 4,380.00	\$ 4,380.00	\$ 4,368.00	\$ 4,368.00	\$ 3,597.00	\$ 3,597.00
10	Rehabilitate MH #20050020 - Clean and Coat Existing Manhole	123 Worthing Road, SSI	1	LS	\$ 3,650.00	\$ 3,650.00	\$ 3,380.00	\$ 3,380.00	\$ 2,943.00	\$ 2,943.00
11	Rehabilitate MH #20050030 - Clean and Coat Existing Manhole	127 Worthing Road, SSI	1	LS	\$ 3,285.00	\$ 3,285.00	\$ 3,276.00	\$ 3,276.00	\$ 2,176.00	\$ 2,176.00
12	Rehabilitate MH #20050060 - Clean and Coat Existing Manhole	120 Jacobs Road, SSI	1	LS	\$ 3,285.00	\$ 3,285.00	\$ 2,392.00	\$ 2,392.00	\$ 1,904.00	\$ 1,904.00
13	Rehabilitate MH #20110210 - Clean and Coat Existing Manhole	Intersection of Windward and Palm, SSI	1	LS	\$ 3,650.00	\$ 3,650.00	\$ 3,718.00	\$ 3,718.00	\$ 2,720.00	\$ 2,720.00
14	Rehabilitate MH #20110300 - Clean and Coat Existing Manhole	306 Palm Drive, SSI	1	LS	\$ 3,285.00	\$ 3,285.00	\$ 2,704.00	\$ 2,704.00	\$ 1,904.00	\$ 1,904.00
15	Rehabilitate MH #20140070 - Clean and Coat Existing Manhole	408 Palm Drive, SSI	1	LS	\$ 1,825.00	\$ 1,825.00	\$ 1,820.00	\$ 1,820.00	\$ 1,088.00	\$ 1,088.00

Brunswick-Glynn Joint Water Sewer Commission  
IFB No. 20-001  
FY 2020 Structural Manhole Rehabilitation Project

Item	Description	Location Address	Quantity	Units	Bio-Nomic Services, Inc.		Plastic Composites, Inc		Vortex Services, LLC	
16	Rehabilitate MH #20230050 - Clean and Coat Existing Manhole	189 Merion, SSI	1	LS	\$ 4,745.00	\$ 4,745.00	\$ 4,986.80	\$ 4,986.80	\$ 3,454.40	\$ 3,454.40
17	Rehabilitate MH #20230080 - Remove Plastic Liner; Clean and Coat Manhole	Saint Andrews & Merion, SSI	1	LS	\$ 4,745.00	\$ 4,745.00	\$ 5,460.00	\$ 5,460.00	\$ 13,390.00	\$ 13,390.00
18	Rehabilitate MH #20300060 - Clean and Coat Existing Manhole	605 Rose Cottage, SSI	1	LS	\$ 5,840.00	\$ 5,840.00	\$ 6,630.00	\$ 6,630.00	\$ 4,096.00	\$ 4,096.00
19	Rehabilitate MH #20300160 - Clean and Coat Existing Manhole	1005 Lewis Lane, SSI	1	LS	\$ 5,110.00	\$ 5,110.00	\$ 5,179.20	\$ 5,179.20	\$ 3,612.16	\$ 3,612.16
20	Rehabilitate MH #40020090 - Clean and Coat Existing Manhole	1311 Mansfield Street, Brunswick	1	LS	\$ 5,840.00	\$ 5,840.00	\$ 5,070.00	\$ 5,070.00	\$ 4,774.20	\$ 4,774.20
21	Rehabilitate MH #40020230 - Clean and Coat Existing Manhole	G Street & MLK Blvd, Brunswick	1	LS	\$ 5,110.00	\$ 5,110.00	\$ 4,394.00	\$ 4,394.00	\$ 3,264.00	\$ 3,264.00
22	Rehabilitate MH #40020910 - Clean and Coat Existing Manhole	Behind 1904 Oak Avenue, Brunswick	1	LS	\$ 4,015.00	\$ 4,015.00	\$ 3,354.78	\$ 3,354.78	\$ 2,779.84	\$ 2,779.84
23	Rehabilitate MH #40030160 - Clean and Coat Existing Manhole	K and Bartow St, Brunswick	1	LS	\$ 6,935.00	\$ 6,935.00	\$ 7,410.00	\$ 7,410.00	\$ 4,968.00	\$ 4,968.00
24	Rehabilitate MH #40030170 - Clean and Coat Existing Manhole	K St & Cleburne St, Brunswick	1	LS	\$ 6,935.00	\$ 6,935.00	\$ 6,422.00	\$ 6,422.00	\$ 4,968.00	\$ 4,968.00
25	Rehabilitate MH #40030300 - Clean and Coat Existing Manhole	2204 Glynn Avenue, Brunswick	1	LS	\$ 1,460.00	\$ 1,460.00	\$ 1,300.00	\$ 1,300.00	\$ 1,256.00	\$ 1,256.00
26	Rehabilitate MH #40030510 - Clean and Coat Existing Manhole	2023 Tillman Avenue, Brunswick	1	LS	\$ 2,555.00	\$ 2,555.00	\$ 2,392.00	\$ 2,392.00	\$ 2,198.00	\$ 2,198.00
27	Rehabilitate MH #40031840 - Clean and Coat Existing Manhole	O St and Wolfe Street, Brunswick	1	LS	\$ 2,555.00	\$ 2,555.00	\$ 1,429.22	\$ 1,429.22	\$ 1,028.16	\$ 1,028.16
28	Rehabilitate MH #40060070 - Clean and Coat Existing Manhole	Altama Ave & College Drive, Brunswick	1	LS	\$ 5,840.00	\$ 5,840.00	\$ 4,784.00	\$ 4,784.00	\$ 3,840.00	\$ 3,840.00
29	Rehabilitate MH #40060200 - Clean and Coat Existing Manhole	4621 Altama Avenue, Brunswick	1	LS	\$ 2,555.00	\$ 2,555.00	\$ 2,548.00	\$ 2,548.00	\$ 1,632.00	\$ 1,632.00
30	Rehabilitate MH #40060372 - Clean and Coat Existing Manhole	3885 Altama Ave, Brunswick	1	LS	\$ 3,285.00	\$ 3,285.00	\$ 3,042.00	\$ 3,042.00	\$ 2,512.00	\$ 2,512.00
31	Rehabilitate MH #40070010 - Clean and Coat Existing Manhole	4501 Habersham Street, Brunswick	1	LS	\$ 3,650.00	\$ 3,650.00	\$ 3,432.00	\$ 3,432.00	\$ 3,270.00	\$ 3,270.00

Brunswick-Glynn Joint Water Sewer Commission  
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Item	Description	Location Address	Quantity	Units	Bio-Nomic Services, Inc.		Plastic Composites, Inc		Vortex Services, LLC	
32	Rehabilitate MH #40070020 - Clean and Coat Existing Manhole	4501 Habersham Street, Brunswick	1	LS	\$ 3,650.00	\$ 3,650.00	\$ 3,289.00	\$ 3,289.00	\$ 3,270.00	\$ 3,270.00
33	Rehabilitate MH #40070250 - Clean and Coat Existing Manhole	Int. of Habersham & Peachtree Street, Brunswick	1	LS	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 2,448.00	\$ 2,448.00
34	Rehabilitate MH #40150050 - Clean and Coat Existing Manhole	4115 Riverside Drive, Brunswick	1	LS	\$ 2,920.00	\$ 2,920.00	\$ 2,808.00	\$ 2,808.00	\$ 1,904.00	\$ 1,904.00
35	Rehabilitate MH #40210120 - Clean and Coat Existing Manhole	5395 Altama Ave, Brunswick	1	LS	\$ 3,650.00	\$ 3,650.00	\$ 4,004.00	\$ 4,004.00	\$ 3,270.00	\$ 3,270.00
36	Rehabilitate MH #40220140 - Clean and Coat Existing Manhole	3344 Cypress Mill Rd., Brunswick	1	LS	\$ 2,190.00	\$ 2,190.00	\$ 2,275.00	\$ 2,275.00	\$ 1,962.00	\$ 1,962.00
37	Rehabilitate MH #40230050 - Clean and Coat Existing Manhole	5715 Altama Avenue, Brunswick	1	LS	\$ 2,190.00	\$ 2,190.00	\$ 2,275.00	\$ 2,275.00	\$ 1,884.00	\$ 1,884.00
38	Rehabilitate MH #40280120 - Clean and Coat Existing Manhole	178 Oscar Lane, Brunswick	1	LS	\$ 2,920.00	\$ 2,920.00	\$ 2,873.00	\$ 2,873.00	\$ 2,040.00	\$ 2,040.00
39	Rehabilitate MH #40390142 - Clean and Coat Existing Manhole	295 Aviation Pkwy, Brunswick	1	LS	\$ 2,920.00	\$ 2,920.00	\$ 2,093.00	\$ 2,093.00	\$ 1,884.00	\$ 1,884.00
40	Rehabilitate MH #40390250 - Clean and Coat Existing Manhole	134 Indigo Drive, Brunswick	1	LS	\$ 2,920.00	\$ 2,920.00	\$ 2,691.00	\$ 2,691.00	\$ 2,512.00	\$ 2,512.00
41	Rehabilitate MH #40390360 - Clean and Coat Existing Manhole	105 Spaulding Court, Brunswick	1	LS	\$ 1,643.00	\$ 1,643.00	\$ 1,625.00	\$ 1,625.00	\$ 1,256.00	\$ 1,256.00
42	Rehabilitate MH #40481980 - Clean and Coat Existing Manhole	204 Armstrong, Brunswick	1	LS	\$ 1,643.00	\$ 1,643.00	\$ 1,144.00	\$ 1,144.00	\$ 942.00	\$ 942.00
43	Rehabilitate MH #40510110 - Clean and Coat Existing Manhole	105 Cotton Court, Brunswick	1	LS	\$ 2,920.00	\$ 2,920.00	\$ 3,120.00	\$ 3,120.00	\$ 1,904.00	\$ 1,904.00
44	Rehabilitate MH #40590200 - Clean and Coat Existing Manhole	385 Benedict Road, Brunswick	1	LS	\$ 2,920.00	\$ 2,920.00	\$ 2,691.00	\$ 2,691.00	\$ 2,208.00	\$ 2,208.00
45	Rehabilitate MH #41050010 - Clean and Coat Existing Manhole	110 Winstead Drive, Brunswick	1	LS	\$ 5,110.00	\$ 5,110.00	\$ 4,550.00	\$ 4,550.00	\$ 4,251.00	\$ 4,251.00
46	Rehabilitate MH #41050130 - Clean and Coat Existing Manhole	1308 Cate Road, Brunswick	1	LS	\$ 4,015.00	\$ 4,015.00	\$ 3,289.00	\$ 3,289.00	\$ 3,433.50	\$ 3,433.50
47	Rehabilitate MH #41050131 - Clean and Coat Existing Manhole	1310 Cate Road, Brunswick	1	LS	\$ 4,015.00	\$ 4,015.00	\$ 3,900.00	\$ 3,900.00	\$ 2,943.00	\$ 2,943.00

Brunswick-Glynn Joint Water Sewer Commission  
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Item	Description	Location Address	Quantity	Units	Bio-Nomic Services, Inc.		Plastic Composites, Inc		Vortex Services, LLC	
48	Rehabilitate MH #41050132 - Clean and Coat Existing Manhole	1316 Cate Road, Brunswick	1	LS	\$ 4,015.00	\$ 4,015.00	\$ 3,900.00	\$ 3,900.00	\$ 2,943.00	\$ 2,943.00
49	Rehabilitate MH #41050180 - Clean and Coat Existing Manhole	1338 Cate Road, Brunswick	1	LS	\$ 3,650.00	\$ 3,650.00	\$ 4,290.00	\$ 4,290.00	\$ 8,730.00	\$ 8,730.00
50	Rehabilitate MH #41050210 - Clean and Coat Existing Manhole	1363 Cate Road, Brunswick	1	LS	\$ 2,555.00	\$ 2,555.00	\$ 2,437.50	\$ 2,437.50	\$ 1,768.00	\$ 1,768.00
51	Rehabilitate MH #41050240 - Clean and Coat Existing Manhole	1392 Cate Road, Brunswick	1	LS	\$ 2,920.00	\$ 2,920.00	\$ 3,510.00	\$ 3,510.00	\$ 2,512.00	\$ 2,512.00
52	Rehabilitate MH #41070120 - Clean and Coat Existing Manhole	1676 Cate Road, Brunswick	1	LS	\$ 4,745.00	\$ 4,745.00	\$ 4,550.00	\$ 4,550.00	\$ 4,082.00	\$ 4,082.00
53	Rehabilitate MH #41070140 - Clean and Coat Existing Manhole	1730 Cate Road, Brunswick	1	LS	\$ 3,850.00	\$ 3,850.00	\$ 3,289.00	\$ 3,289.00	\$ 3,140.00	\$ 3,140.00
54	Rehabilitate MH #41101000 - Clean and Coat Existing Manhole	581 Harry Driggers Blvd., Brunswick	1	LS	\$ 6,205.00	\$ 6,205.00	\$ 6,084.00	\$ 6,084.00	\$ 5,559.00	\$ 5,559.00
55	Rehabilitate MH #4WTP0150 - Clean and Coat Existing Manhole	First & Peninsula, Brunswick	1	LS	\$ 5,110.00	\$ 5,110.00	\$ 6,608.00	\$ 6,608.00	\$ 3,672.00	\$ 3,672.00
56	Rehabilitate MH #4WTP0160 - Clean and Coat Existing Manhole	3112 Peninsula, Brunswick	1	LS	\$ 5,110.00	\$ 5,110.00	\$ 6,832.00	\$ 6,832.00	\$ 5,992.00	\$ 5,992.00
57	Rehabilitate MH #4WTP0170 - Clean and Coat Existing Manhole	Int Peninsula Av & Second St, Brunswick	1	LS	\$ 5,110.00	\$ 5,110.00	\$ 8,555.00	\$ 8,555.00	\$ 6,188.00	\$ 6,188.00
58	Rehabilitate MH #4WTP1950 - Clean and Coat Existing Manhole	703 Fifth Street, Brunswick	1	LS	\$ 1,825.00	\$ 1,825.00	\$ 1,859.00	\$ 1,859.00	\$ 1,224.00	\$ 1,224.00
<b>Sub-Total: SANITARY SEWER MANHOLE REHABILITATION</b>					<b>\$205,296.00</b>		<b>\$202,346.28</b>		<b>\$173,060.90</b>	
<b>VARIABLE COSTS</b>					<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
59	Additional Manhole Lining per 1/2"	N/A	1	VF	\$ 125.00	\$ 125.00	\$ -	\$ -	\$ 650.00	\$ 650.00
60	Point Repair -- Replace Ring & Cover in PAVEMENT	N/A	5	EA	\$ 1,400.00	\$ 7,000.00	\$ 2,300.00	\$ 11,500.00	\$ 1,250.00	\$ 6,250.00
61	Point Repair -- Replace Ring & Cover in GROUND/GRASS	N/A	5	EA	\$ 750.00	\$ 3,750.00	\$ 1,500.00	\$ 7,500.00	\$ 775.00	\$ 3,875.00
<b>Sub-Total: VARIABLE COSTS</b>					<b>\$10,750.00</b>		<b>\$19,000.00</b>		<b>\$10,775.00</b>	
<b>TOTAL</b>					<b><u>\$216,046.00</u></b>		<b><u>\$260,346.28</u></b>		<b><u>\$299,835.90</u></b>	



# Brunswick-Glynn County

## Joint Water and Sewer Commission

### Memo

**To:** Facilities Committee, Brunswick-Glynn County Joint Water and Sewer Commission

**From:** Andrew Burroughs, Interim Executive Director

**Date:** September 19, 2019

**Re:** **DISCUSSION** – GEMA Recipient Agreement – PDMC-PJ-04-GA-2018-001 Designated Project

#### **Background**

On September 10, staff was notified of the award of a GEMA Pre-Disaster Mitigation grant for the purchase and installation of twenty-two (22) transfer switches for critical wastewater facilities. The original assistance application was submitted in January after review and approval from the Commission to proceed with the application process. The total approved cost is \$58,762.00 with a federal share of \$44,071.50, a state share of \$5,876.00 and a local (JWSC) share of \$8,814.50

Attached you will find the Grant Award as well the exhibits that accompany the agreement. Many of the attached exhibits are ones that will require action by the JWSC staff. The below table outlines the exhibits attached and the purpose of each of them.

Exhibit	Purpose
GEMA Award Letter – 10SEPT2019	Official notification of grant award Pre-Disaster Mitigation Award PDMC-PJ-04-GA-2018-001
GEMA News Release – 11SEPT2019	Official press release from GEMA announcing program award to JWSC
Pre-Disaster Mitigation (PDM) Recipient-Subrecipient Agreement (RSA)	Official contract document for the grant award. Details the requirements for JWSC to receive program reimbursement
Exhibit A – Form 424: Application for Federal Assistance	Official application document for program assistance from January 2019; will be updated for signature by Acting Executive Director
Exhibit B – Form 424 D: Assurances-Construction Programs	Lists of compliance requirements for construction; originally executed 7/5/2018 by Executive Director
Exhibit C – Project Administration Guidelines	Outlines guidelines for project compliance – i.e., documentation, procurement standards, payment process, deadline for agreement completion, audits
Exhibit D – Drug-Free Workplace Certification	Compliance document to indicate that JWSC will provide a drug-free workplace
Exhibit E – Certification Regarding Lobbying	Requirement for implementation of New Restrictions on Lobbying, 44 CFR Part 18
Exhibit F – Scope of Work	Outlines the work of the project
Exhibit G – Progress Payment Request Form	Official Form to be submitted for all payment requests
Exhibit H – Federal Funding Accountability and Transparency Act Certification	Requirement to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA)



The original application documents were reviewed by the Commission on June 21, 2018 and January 17, 2019 and funding approved as part of Project 801 – Hazard Mitigation projects. The agreement states that JWSC will provide quarterly progress reports to GEMA and that all work shall be completed by 12/31/2020. Once the final application documents have been executed by the JWSC and GEMA staffs, a formal solicitation process will be conducted for the purchase and installation of the switches. At this time, there are no concerns that the project timeline will be met on schedule.

As additional components of Project 9801, the JWSC has (2) additional applications pending for portable and stationary generators that have passed through the initial approval phase and are pending final review by FEMA at this time. Updates on these approvals will be provided as more information is available.

***Enclosures:***

GEMA Pre-Disaster Mitigation Award PDMC-PJ-04-GA-2018-001 notification  
RSA (Recipient-Subrecipient Agreement) with Exhibits

**BRIAN P. KEMP**  
GOVERNOR



**HOMER BRYSON**  
DIRECTOR

September 10, 2019

Mr. Andrew Burroughs  
Deputy Director  
Brunswick-Glynn County Joint Water-Sewer Commission  
1703 Gloucester Street  
Brunswick, Georgia 31520

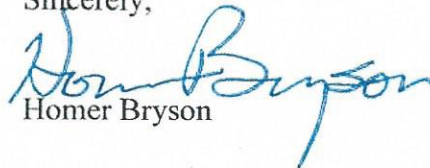
Dear Mr. Burroughs:

On behalf of Governor Brian Kemp, it is my pleasure to inform you that a Pre-Disaster Mitigation (PDM) award has been approved by the Federal Emergency Management Agency. This grant, which has been designated PDMC-PJ-04-GA-2018-001, will be used for the purchase and installation of twenty-two transfer switches for critical wastewater facilities. The total approved cost is \$58,762.00 with a federal share of \$44,071.50, a state share of \$5,876.00 and a local share of \$8,814.50.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. Please sign and return both copies of the agreement and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Terry Lunn, Hazard Mitigation Manager, at (404) 635-7016.

Sincerely,

  
Homer Bryson

KG/vl

Enclosures

cc: Matt Lemke, Fleet Manager

Brunswick-Glynn County Joint Water-Sewer Commission

Jay Wiggins, Director

Glynn County Emergency Management Agency

Kristen Higgs, Area Coordinator

Georgia Emergency Management and Homeland Security Agency



**External Affairs**  
[externalaffairs@gema.ga.gov](mailto:externalaffairs@gema.ga.gov)  
(404) 635-7000  
[@Georgia.EMA](https://www.facebook.com/Georgia.EMA)  
[Facebook.com/GEMA.OHS](https://www.facebook.com/GEMA.OHS)

**For Immediate Release:**

Wednesday, September 11, 2019

## **News Release**

### **State Awards Brunswick-Glynn County Joint Water-Sewer Commission Funding for Generator Transfer Switch Project**

(ATLANTA) – Georgia Emergency Management Agency/Homeland Security (GEMA/HS), on behalf of the Governor Brian Kemp, recently awarded a \$58,762.00 Pre-Disaster Mitigation – Competitive (PDMC) project to the Brunswick-Glynn County Joint Water-Sewer Commission for the purchase and installation of twenty-two generator transfer switches for critical wastewater facilities.

“The generator transfer switches will allow these critical facilities the capabilities to serve the public during severe weather events and natural disasters” said GEMA/HS Director Homer Bryson.

The amount awarded includes a federal share of \$44,071.50. The remainder will come from a state share of \$5,876.00 and a local share of \$8,814.50.

This award is part of the FEMA's Pre-Disaster Mitigation – Competitive Program, which provides funds to state agencies and local governments for projects that reduce or eliminate the long-term risk to human life and property from the effects of natural hazards by breaking the repetitive cycle of destruction and reconstruction. These funds were made possible as a result of Brunswick-Glynn County Joint Water-Sewer Commission's participation in the Glynn County Multi-Jurisdictional Pre-Disaster Mitigation Plan.

###

#### **About GEMA/HS**

As part of the Office of the Governor, GEMA/HS works with local, state and federal governments, in partnership with the private sector and faith-based community, to protect life and property against man-made and natural emergencies. In addition, GEMA/HS employees are on 24-hour call statewide to assist local authorities when disaster strikes.



**PRE-DISASTER MITIGATION PROGRAM (PDM)  
Recipient-Subrecipient Agreement**

The Pre-Disaster Mitigation (PDM) Program provides funding to States and communities for cost-effective hazard mitigation activities that complement a comprehensive mitigation program, and reduce injuries, loss of life, and damage and destruction of property. The PDM Program was authorized by Section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 USC, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA). Under this Agreement, the interests and responsibilities of the Grantee, herein after referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The individual designated to represent the State is Mr. Homer Bryson, Governor's Authorized Representative. The Subrecipient to this Agreement is BRUNSWICK-GLYNN COUNTY JOINT WATER-SEWER COMMISSION. The interests and responsibilities of the Subrecipient will be executed by BRUNSWICK-GLYNN COUNTY JOINT WATER-SEWER COMMISSION agent, the Subrecipient Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:
  - Exhibit "A": Application for Federal Assistance, Standard Form 424
  - Exhibit "B": Assurances-Construction Programs, Standard Form 424 D
  - Exhibit "C": Project Administration Guidelines: Financial Assistance, Pre-Disaster Mitigation Assistance
  - Exhibit "D": Certification regarding Drug-Free Workplace Requirements
  - Exhibit "E": Certification regarding Lobbying
  - Exhibit "F": Scope of Work
  - Exhibit "G": Progress Payment Request Form
  - Exhibit "H": Federal Funding Accountability and Transparency Act Certification
2. Pursuant to Section 203 of the Act, funds are hereby awarded to the Subrecipient on a 75 percent federal cost share and 10 percent state cost share basis for the hazard mitigation project(s) described in Exhibits "A" and "F". The Subrecipient shall be responsible for the remaining 15 percent share of any costs incurred under Section 203 of the Act and this Agreement. Allowable costs will be governed by 2 CFR Part 200.
3. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
4. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any

recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the Commission of the Act and this Agreement.

5. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
6. The Subrecipient agrees that the mitigation project contained in this agreement will be completed by BRUNSWICK-GLYNN COUNTY JOINT WATER-SEWER COMMISSION on or before December 31, 2020. Completion dates may be extended upon justification by the Subrecipient and approval by FEMA and the Governor's Authorized Representative.
7. The written assurances provided by BRUNSWICK-GLYNN COUNTY JOINT WATER-SEWER COMMISSION pertaining to FEMA's post award approval conditions apply to this Award Agreement and are incorporated by reference.
8. The Subrecipient shall follow Uniform Administrative Requirements for awards found in 2 CFR Part 200 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this award.
9. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

\_\_\_\_\_  
Governor's Authorized  
Representative

\_\_\_\_\_  
Subrecipient's Authorized  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT "A"**

**COVER PAGE FOR CURRENT  
APPLICATION FOR FEDERAL ASSISTANCE**



**Application for Federal Assistance SF-424**

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

01/28/2019

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

HPD18-002

**5b. Federal Award Identifier:**

PDMC-PJ-04-GA-2018-001

**State Use Only:**

6. Date Received by State: 01/25/2019

7. State Application Identifier: PDMC-PJ-04-GA-2018-001

**8. APPLICANT INFORMATION:**

\* a. Legal Name: Brunswick-Glynn Joint Water and Sewer Commission

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

74-3229050

**\* c. Organizational DUNS:**

8095156740000

**d. Address:**

\* Street1: 1703 Gloucester Street

Street2:

\* City: Brunswick

County/Parish: Glynn

\* State: GA: Georgia

Province:

\* Country: USA: UNITED STATES

\* Zip / Postal Code: 31520-00000

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mrs. \* First Name: Pamela

Middle Name:

\* Last Name: Crosby

Suffix:

Title: Purchasing Director

Organizational Affiliation:

Brunswick-Glynn Joint Water and Sewer Commission

\* Telephone Number: (912) 261-7100

Fax Number: (912) 261-7178

\* Email: PCrosby@bgjwsc.org

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

### Type of Applicant 2: Select Applicant Type:

### Type of Applicant 3: Select Applicant Type:

### \* Other (specify):

### \* 10. Name of Federal Agency:

Federal Emergency Management Agency

### 11. Catalog of Federal Domestic Assistance Number:

97.047

### CFDA Title:

Pre-Disaster Mitigation (PDM)

### \* 12. Funding Opportunity Number:

### \* Title:

FY 2018 Pre-Disaster Mitigation Assistance

### 13. Competition Identification Number:

DHS-18-MT-047-000-99

### Title:

FY 2018 Pre-Disaster Mitigation Assistance

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Purchase and Install Transfer Switches for 22 Lift Stations

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

## Application for Federal Assistance SF-424

### 16. Congressional Districts Of:

\* a. Applicant

GA

\* b. Program/Project

PDM

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

### 17. Proposed Project:

\* a. Start Date:

08/28/2019

\* b. End Date:

12/31/2020

### 18. Estimated Funding (\$):

* a. Federal	44,071.50
* b. Applicant	8,814.50
* c. State	5,876.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	58,762.00

### \* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

### \* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

### Authorized Representative:

Prefix:

Mr.

\* First Name:

Andrew

Middle Name:

\* Last Name:

Burroughs

Suffix:

\* Title:

Deputy Director

\* Telephone Number:

(912) 261-7108

Fax Number:

(912) 261-7178

\* Email:

ABurroughs@bgjwsc.org

\* Signature of Authorized Representative:

\* Date Signed:



**EXHIBIT "B"**

**COVER PAGE FOR CURRENT  
ASSURANCES-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components

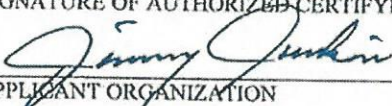
or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <b>EXECUTIVE DIRECTOR</b>
APPLICANT ORGANIZATION <b>BRUNSWICK-GLYNN COUNTY JOINT WATER &amp; SEWER COMMISSION</b>	DATE SUBMITTED <b>7/5/2018</b>

SF-424D (Rev. 7-97) Back

**EXHIBIT "C"**  
**GEORGIA EMERGENCY MANAGEMENT**  
**and HOMELAND SECURITY AGENCY**  
**Pre-Disaster Mitigation**  
**Project Administration Guidelines: Financial Assistance**

This fact sheet provides a synopsis of information contained in the Recipient-Subrecipient Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Pre-Disaster Mitigation Program project administration.

1. **Project Identification** – The Federal Emergency Management Agency (FEMA) has assigned project number PDMC-PJ-04-GA-2018-001 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. **Documentation** – You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
  - A. Recipient-Subrecipient Agreement
  - B. Copies of checks, vouchers or ledger statements
  - C. Contracts awarded
  - D. Invoices or other billing documents
  - E. Progress reports
  - F. Record of advance or progress payments (where applicable)
3. **Funding** – Cost sharing has been established at 75% federal, 10% state, and 15% applicant.
4. **Debarred and Suspended Parties** – You must not make any award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
5. **Procurement Standards** – You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a Subrecipient should incorporate as discussed in 2 CFR Sections 200.318 to 200.326.
  - A. **Conflict of Interest Policy** – The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2 CFR Section 200.318.
  - B. **Procurement** – Perform procurement transactions in a manner providing full and open completion. Contracts and Procurements must be of reasonable cost, generally



must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds five methods of procurement acceptable:

- 1) Micro-purchase procedures: an informal method for securing services or supplies that do not cost more than \$3,000. Micro-purchases may be awarded without soliciting competitive quotes if the Subrecipient considers the price to be reasonable.
  - 2) Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$100,000 by obtaining several price quotes from different sources.
  - 3) Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price.
  - 4) Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price.
  - 5) Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay.
- C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.
- D. Take affirmative steps to assure the use of small and minority firms, women's business enterprises, and labor surplus area firms when possible.
- E. Include specific provisions in Subrecipient's contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.
6. Payments
- A. Progress Payments
- 1) When progress payments are desired, you must submit a written request (on provided form at Exhibit "G") and provide supporting documentation, such as an invoice and copies of check.
  - 2) The Hazard Mitigation Risk Reduction Specialist reviews the request and supporting documentation. The Hazard Mitigation Manager reviews and approves or denies the request.
  - 3) If the request is denied, the Hazard Mitigation Manager will inform you in writing that additional documentation is required to support the request.



- 4) If the request is approved, the Hazard Mitigation Manager will authorize payment of the requested amount.
  - 5) Quarterly report submissions must be current in order to receive progress payments.
- B. Advance Payments – Advance payments will be made on an exception basis only.
- 7. Subrecipient Performance – The scope of work (see Exhibit F) must be initiated within 90 days of this award notification.
  - A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Manager will inform you in writing of the deficiencies.
  - B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.
- 8. Award Expiration Date
  - A. The award expiration date runs through December 31, 2020 and has been established based on project milestones established by the applicant in their application. The award expiration date is the time during which the Subrecipient is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the award expiration date.
  - B. Requests for time extensions to the Award Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Manager with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the Subrecipient has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the award expiration date. When fully justified, the State Hazard Mitigation Manager may extend the award expiration date.
- 9. Project Termination
  - A. The Recipient, Subrecipient, or FEMA may terminate award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.

- B. The Subrecipient's Commission to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the award will commence and be processed as prescribed under final inspection procedures described in this Recipient-Subrecipient Agreement.

10. Environmental and Historic Preservation Conditions

- A. The following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:
- B. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review did not address all federal, state, and local requirements. Acceptance of federal funding requires Recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- C. If ground-disturbing activities occur during construction or demolition, Subrecipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

11. Equipment/Supplies – The Subrecipient must comply with the regulations listed in 2 CFR 200.313 Equipment, 200.314 Supplies, and must be in compliance with state laws and procedures.

12. Award Modifications

- A. Any award modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Award Modifications include:
  - 1) Any revision which would result in the need for additional funding.
  - 2) Transfers between budget categories.
- B. The Subrecipient shall follow prior approval requirements for budget revisions found in 2 CFR 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.



13. Appeals – You may submit an appeal on any item related to award assistance. Appeals must be submitted to the State Hazard Mitigation Manager within 90 days of the action which is being appealed.
14. Progress Reports
  - A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.
  - B. The initial progress report will cover the period through December 31, 2019. It must be submitted no later than January 15, 2020.
  - C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).
15. Interim Inspections – Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.
16. Project Closeout
  - A. When all work has been completed, you must notify your Hazard Mitigation Risk Reduction Specialist in writing to request project closeout.
  - B. A desk review will be conducted by your Hazard Mitigation Risk Reduction Specialist.
17. Audits – If you receive \$750,000 or more in federal assistance from all federal sources, not just this award, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts  
Non-Profit and Local Government Audits  
270 Washington Street, SW, Room 1-156  
Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the GEMA/HS Hazard Mitigation Program at (404) 635-7522 or 1-800-TRY-GEMA.

## EXHIBIT "D"

### Certification Regarding Drug Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 2 CFR Part 3001. The regulations require certification by Subrecipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to grant the award. False certification or violation of the certification shall be grounds for suspension of payments,

- A. The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient and Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about--
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Recipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every award officer or other designee on whose award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected award;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).



**EXHIBIT "E"**

**CERTIFICATION REGARDING LOBBYING**  
**Certification For Contracts, Awards, Loans, and Cooperative Agreements**

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, award, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub awards, and contracts under awards, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
 Subrecipient's Authorized Representative

\_\_\_\_\_  
 Date

**EXHIBIT "F"****SCOPE OF WORK**

*PDMC-PJ-04-GA-2018-001 FY 2018-PDM GEMHSA/Glynn County, Acquisition of 11 Portable Generators & Electrical Retrofit of 22 Critical Facility Lift Stations.*

Shown below is the funding level and scope of work for the Hazard Mitigation Grant Program project for BRUNSWICK-GLYNN COUNTY JOINT WATER-SEWER COMMISSION. Any changes to this spreadsheet MUST RECEIVE PRIOR APPROVAL FROM GEMA/HS and will be maintained by GEMA/HS and shall supersede all previous versions.

Location	Facility Transfer Switch and Connections	Total Project Costs	FEMA Share	State Share	Local Share
Wastewater Lift Stations (22)	\$58,762	\$58,762	\$44,071.50	\$5,876	\$8,814.50
<b>Totals:</b>	<b>\$58,762</b>	<b>\$58,762</b>	<b>\$44,071.50</b>	<b>\$5,876</b>	<b>\$8,814.50</b>

**The following conditions apply:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State.

This project must adhere to all program guidelines established for the Pre-Disaster Mitigation Program.



## EXHIBIT "G"

### Progress Payment Request Form

Date: \_\_\_\_\_

### HMGP Progress Payment Request

**Instructions:** All requests for progress payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible, including a reference to specific sites or elements of work. Attach documentation that supports this progress payment request, such as copies of bills of sale, invoices, receipts, and checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

Agreement Number: PDMC-PJ-04-GA-2018-001

FEMA Project Number: PDMC-PJ-04-GA-2018-001

Subrecipient Name: BRUNSWICK-GLYNN COUNTY JOINT WATER-SEWER COMMISSION

Site Reference or Element of Work	Approved Amount	Previous Payment	Current Request	Description of Documentation Attached in Support of this Payment Request
Transfer Switches	\$58,762			
(from continuation sheet attached) <b>SUBTOTAL</b>				
<b>TOTAL</b>				
<b>Less Subrecipients Share (15%)</b>				
<b>NET AMOUNT REQUESTED</b>				

Under penalty of perjury, I certify that to the best of my knowledge the data above is correct and that all outlays were made in accordance with the award conditions, comply with procurement regulations contained within the 2 CFR, Part 200, and that payment is due and has not been previously requested. I am familiar with Section 317 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative (and printed name)

**EXHIBIT "H"**  
**Federal Funding Accountability and Transparency Act Certification**

**In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.**

Sub-award Number: **PDMC-PJ-04-GA-2018-001**

Federal Agency Name: **Federal Emergency Management Agency**

CFDA Program Number and Program Title: **97.047 Pre-Disaster Mitigation (PDM)**

Sub-award Project Description: **Brunswick-Glynn County Joint Water-Sewer Commission Transfer Switches for Lift Stations**

1. Sub-awardee DUNS Number \_\_\_\_\_
2. Sub-awardee Name \_\_\_\_\_
3. Sub-awardee DBA Name \_\_\_\_\_
4. Sub-awardee Address \_\_\_\_\_
5. If DBA, Sub-awardee Parent DUNS Number \_\_\_\_\_
6. Sub-award Principle Place of Project Performance \_\_\_\_\_
7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If **Yes**, continue to question 8. If **No**, questionnaire is complete.
8. In the preceding fiscal year, were the sub-awardee's annual gross revenues from the Federal government more than \$25 million annual?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If **Yes**, continue to question 9. If **No**, questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-awardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If **Yes**, continue to question 9. If **No**, questionnaire is complete.



10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This section is for use by the Georgia Emergency Management and Homeland Security Agency Only.**

Sub-award Obligation/Agency Name: \_\_\_\_\_

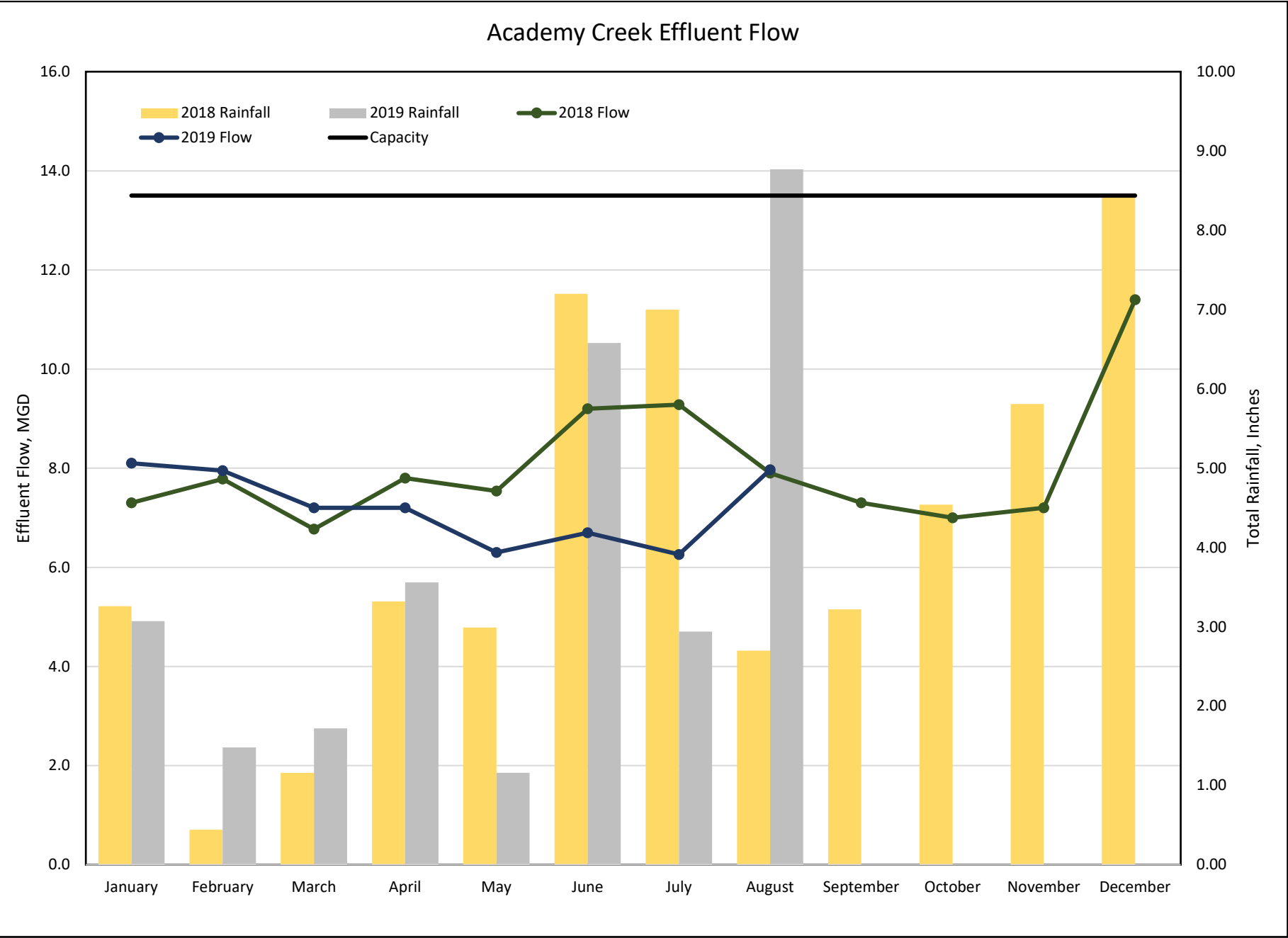
In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Sub-award Obligation/Action Date: \_\_\_\_\_

ACADEMY CREEK WWTP	FLOW (MGD)				Influent Concentrations					Effluent Concentrations								Removal Efficiency		Rainfall		Water Meter Monthly	Sludge Tons to Landfill
	INF	PINOVA	EFF	% Cap.	pH s.u.	BOD mg/L	TSS mg/L	NH3 mg/L	Phos mg/L	pH s.u.	D.O. mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	TRC mg/L	Fecal #/100 mL	Phos. mg/L	BOD %	TSS %	Maximum Inches	Total Inches		
January 2018	6.5	0.7	7.3	54%	7.3	173	175			6.5	7.1	7	12	3.9	0.03	9	3.4	95.95%	93.14%	1.62	3.26		
February 2018	6.9	0.7	7.8	58%	7.2	192	203			6.6	6.8	8	12	6.8	0.03	1	4.3	95.83%	94.09%	0.30	0.44		
March 2018	5.8	0.7	6.8	50%	7.4	198	190			6.6	6.6	11	11	5.8	0.04	1	3.7	94.44%	94.21%	0.51	1.16		
April 2018	6.7	0.6	7.8	58%	7.3	165	149			6.7	6.7	8	12	7.4	0.04	11	3.2	95.15%	91.95%	1.57	3.32		
May 2018	6.4	0.7	7.5	56%	7.3	158	161			6.6	6.2	6	10	8.3	0.04	13	3.2	96.20%	93.79%	0.73	2.99		
June 2018	8.9	1.0	9.2	68%	7.2	125	132	13.4	3.4	6.5	5.5	6	10	2.7	0.04	13	3.4	95.20%	92.42%	1.75	7.20		
July 2018	9.0	0.8	9.3	69%	7.5	126	140	16.0	5.9	6.7	5.8	6	11	4.2	0.02	13	3.5	95.24%	92.14%	2.60	7.00		
August 2018	7.6	0.7	7.9	59%	7.8	127	168	20.8	4.7	6.8	5.7	8	13	5.3	0.08	11	3.1	93.70%	92.26%	1.20	2.70	0.219	67.32
September 2018	6.3	0.8	7.3	54%	7.7	153	155	17.6	4.4	6.6	5.8	7	13	2.7	0.05	9	4.3	95.42%	91.61%	0.95	3.22	0.163	71.23
October 2018	6.1	0.5	7.0	52%	7.4	172	172	31.8	5.2	6.6	6.0	7	9	9.4	0.02	41	2.6	95.93%	94.77%	1.72	4.54	0.164	65.55
November 2018	6.1	0.7	7.2	53%	7.6	212	335	23.4	5.3	6.6	6.2	8	12	4.8	0.04	44	3.5	96.23%	96.42%	3.00	5.81	0.165	88.25
December 2018	10.0	0.8	11.4	84%	7.9	121	130	17.4	11.0	6.7	6.6	9	15	8.0	0.02	182	4.3	92.56%	88.46%	2.67	8.41	0.149	73.21
January 2019	7.4	0.7	8.1	60%	7.6	169	193	13.1	8.4	6.8	6.5	11	13	11.6	0.03	24	2.9	93.49%	93.26%	0.90	3.07	0.589	114.16
February 2019	6.8	0.7	8.0	59%	7.6	190	213	18.4	15.2	6.7	6.8	9	12	10.8	0.06	16	8.4	95.26%	94.37%	1.00	1.48	0.653	85.01
March 2019	6.2	0.7	7.2	53%	7.4	258	272	22.0	13.2	6.7	6.2	10	12	8.5	0.04	24	8.8	96.12%	95.59%	0.60	1.72	0.926	68.53
April 2019	6.3	0.7	7.2	53%	7.5	219	231	24.1	15.8	6.9	6.3	9	15	11.2	0.01	23	6.8	95.89%	93.51%	1.83	3.56	0.890	93.13
May 2019	5.7	0.6	6.3	47%	7.5	246	251	31.0	15.0	6.5	5.3	11	9	11.7	0.04	55	10.8	95.53%	96.41%	0.66	1.16	0.900	86.50
June 2019	5.7	0.8	6.7	50%	7.4	251	230	27.2	9.4	6.6	6.0	10	11	10.7	0.10	23	3.7	96.02%	95.22%	1.68	6.58	0.800	100.71
July 2019	5.3	0.8	6.3	46%	7.4	216	237	32.3	12.2	6.6	6.0	7	10	14.9	0.05	29	7.8	96.76%	95.78%	0.88	2.94	0.500	26.74
August 2019	6.7	0.9	8.0	59%	7.3	195	215	37.5	7.8	6.9	5.8	8	11	21.3	0.01	19	6.4	95.90%	96.28%	2.15	8.77	0.951	75.13
September 2019																							
October 2019																							
November 2019																							
December 2019																							
Average	6.8	0.7	7.7	57%	7.5	183.3	198	23.1	9.13	6.7	6.2	8.3	11.7	8.5	0.04	28	4.9	95.34%	93.78%	1.42	3.97	0.544	78.11
Max	10.0	1.0	11.4	84%	7.9	258.0	335	37.5	15.8	6.9	7.1	11.0	15.0	21.3	0.10	182	10.8	96.76%	96.42%	3.00	8.77	0.951	114.16
Min	5.3	0.5	6.3	46%	7.2	121.0	130	13.1	3.40	6.5	5.3	6.0	9.0	2.7	0.01	1	2.6	92.56%	88.46%	0.30	0.44	0.149	26.74
Permit Limits	N/A	N/A	13.5	N/A	N/A	N/A	N/A	N/A	N/A	6.0-9.0	2.0	20.0	30.0	17.4	0.14	200	Report	85.00%	85.00%				

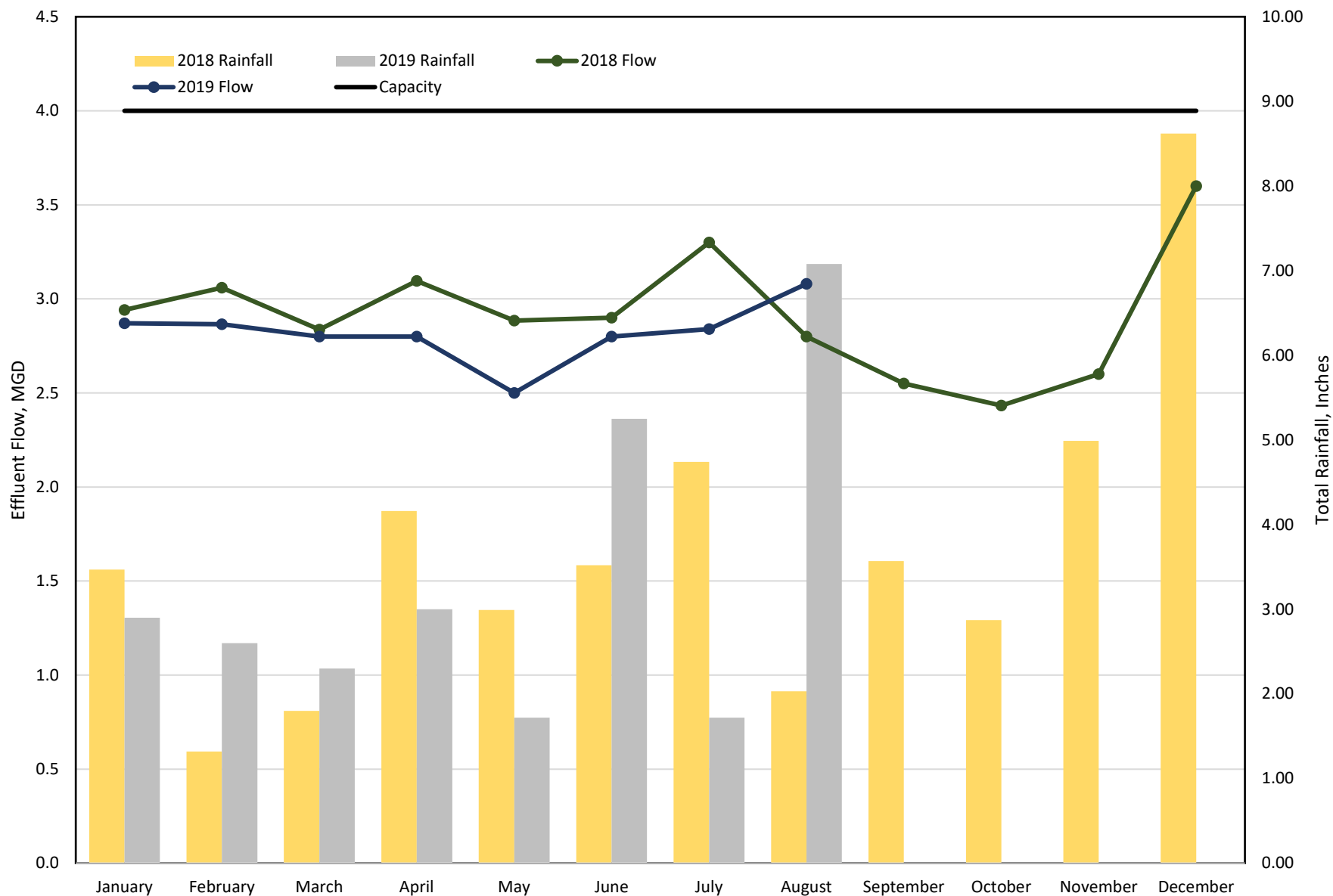
BOD - Biochemical Oxygen Demand  
TSS - Total Suspended Solids  
NH3 - Ammonia  
Phos - Phosphorus  
D.O. - Dissolved Oxygen  
TRC - Total Residual Chlorine  
Fecal - Fecal Coliform Bacteria



DUNBAR CREEK WWTP	FLOW (MGD)			Influent Concentrations					Effluent Concentrations							Removal Efficiency		Rainfall		Water Meter Monthly	Sludge Tons to Landfill
	INF	EFF	% Cap.	pH s.u.	BOD mg/L	TSS mg/L	NH3 mg/L	Phos mg/L	pH s.u.	D.O. mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	Entero. #/100 mL	Phos. mg/L	BOD %	TSS %	Maximum Inches	Total Inches		
January 2018	3.4	2.9	74%	7.1	135	133			7.1	8.2	3.0	2.0	0.4	9	1.7	97.78%	98.50%	2.03	3.47		
February 2018	3.5	3.1	77%	7.0	149	129			7.0	7.3	6.0	3.0	1.6	48	1.6	95.97%	97.67%	0.79	1.32		
March 2018	3.3	2.8	71%	7.3	169	147			7.3	9.0	5.0	1.0	0.3	15	3.0	97.04%	99.32%	0.60	1.80		
April 2018	3.5	3.1	77%	7.2	162	163			7.6	8.4	2.0	1.0	0.1	6	2.7	98.77%	99.39%	1.18	4.16		
May 2018	3.3	2.9	72%	7.2	165	158			7.7	8.3	2.0	2.0	0.6	24	2.9	98.79%	98.73%	0.75	2.99		
June 2018	3.5	2.9	73%	7.1	161	139	22.0	3.20	7.7	7.7	2.1	1.0	1.3	17	2.8	98.70%	99.28%	1.30	3.52		
July 2018	3.6	3.3	83%	7.2	157	153	26.7	4.10	7.5	6.6	2.2	1.0	0.2	3	2.7	98.60%	99.35%	1.52	4.74		
August 2018	2.7	2.8	70%	7.5	139	114	28.6	3.45	7.7	7.5	1.0	1.0	0.9	8	3.1	99.28%	99.12%	0.68	2.03	0.070	22.86
September 2018	2.6	2.6	64%	7.5	134	137	21.9	3.95	7.7	7.9	2.0	1.0	0.6	30	2.9	98.51%	99.27%	0.87	3.57	0.030	22.06
October 2018	2.8	2.4	61%	7.4	131	123	20.9	3.25	7.8	7.7	2.0	2.5	0.4	29	2.3	98.47%	97.99%	1.27	2.87	0.033	18.36
November 2018	3.6	2.6	65%	7.5	143	131	20.6	3.85	7.8	8.2	1.0	3.0	0.8	8	3.8	99.30%	97.71%	2.79	4.99	0.041	21.84
December 2018	4.4	3.6	90%	7.1	98	116	14.5	2.35	7.7	8.8	2.0	2.3	0.9	46	1.4	97.96%	98.02%	2.05	8.62	0.058	17.20
January 2019	3.8	2.9	72%	7.3	132	142	16.3	2.85	7.6	8.9	2.0	2.0	0.7	22	2.2	98.48%	98.59%	1.50	2.90	0.044	19.62
February 2019	3.5	2.9	72%	7.5	148	161	20.9	2.65	7.5	8.7	2.0	1.8	0.5	11	2.0	98.65%	98.86%	1.00	2.60	0.015	7.41
March 2019	3.2	2.8	70%	7.3	192	195	23.5	3.40	7.5	8.4	1.0	1.8	0.5	5	2.3	99.48%	99.08%	0.60	2.30	0.035	18.11
April 2019	3.5	2.8	70%	7.2	205	230	23.3	3.90	7.5	7.6	2.0	2.3	0.9	5	2.4	99.02%	99.00%	0.90	3.00	0.037	26.76
May 2019	3.4	2.5	63%	7.2	206	237	35.3	5.30	7.5	7.2	2.0	3.1	0.5	3	3.0	99.03%	98.69%	0.98	1.72	0.035	21.03
June 2019	3.7	2.8	70%	7.3	189	267	22.0	4.80	7.5	7.4	2.0	2.5	0.5	5	3.3	98.94%	99.06%	1.62	5.25	0.043	4.52
July 2019	3.6	2.8	71%	7.3	219	274	21.4	4.25	7.3	7.3	3.0	1.6	0.7	5	3.8	98.63%	99.40%	1.04	1.72	0.045	21.36
August 2019	3.9	3.1	77%	6.9	168	193	34.1	4.20	7.3	8.0	3.0	2.3	0.7	26	3.3	98.21%	98.83%	1.91	7.08	0.065	41.48
September 2019																					
October 2019																					
November 2019																					
December 2019																					
Average	3.4	2.9	72%	7.3	160.1	167.1	23.5	3.70	7.5	8.0	2.4	1.9	0.7	16	2.6	98.48%	98.79%	1.3	3.5	0.042	20.20
Max	4.4	3.6	90%	7.5	219.0	274.0	35.3	5.30	7.8	9.0	6.0	3.1	1.6	48	3.8	99.48%	99.40%	2.8	8.6	0.070	41.48
Min	2.6	2.4	61%	6.9	98.0	114.0	14.5	2.35	7.0	6.6	1.0	1.0	0.1	3	1.4	95.97%	97.67%	0.6	1.3	0.015	4.52
Permit Limits	N/A	4.0	N/A	N/A	N/A	N/A	N/A	N/A	6.0-9.0	6.0	5.0	20.0	2.0	35	Report	85.00%	85.00%				

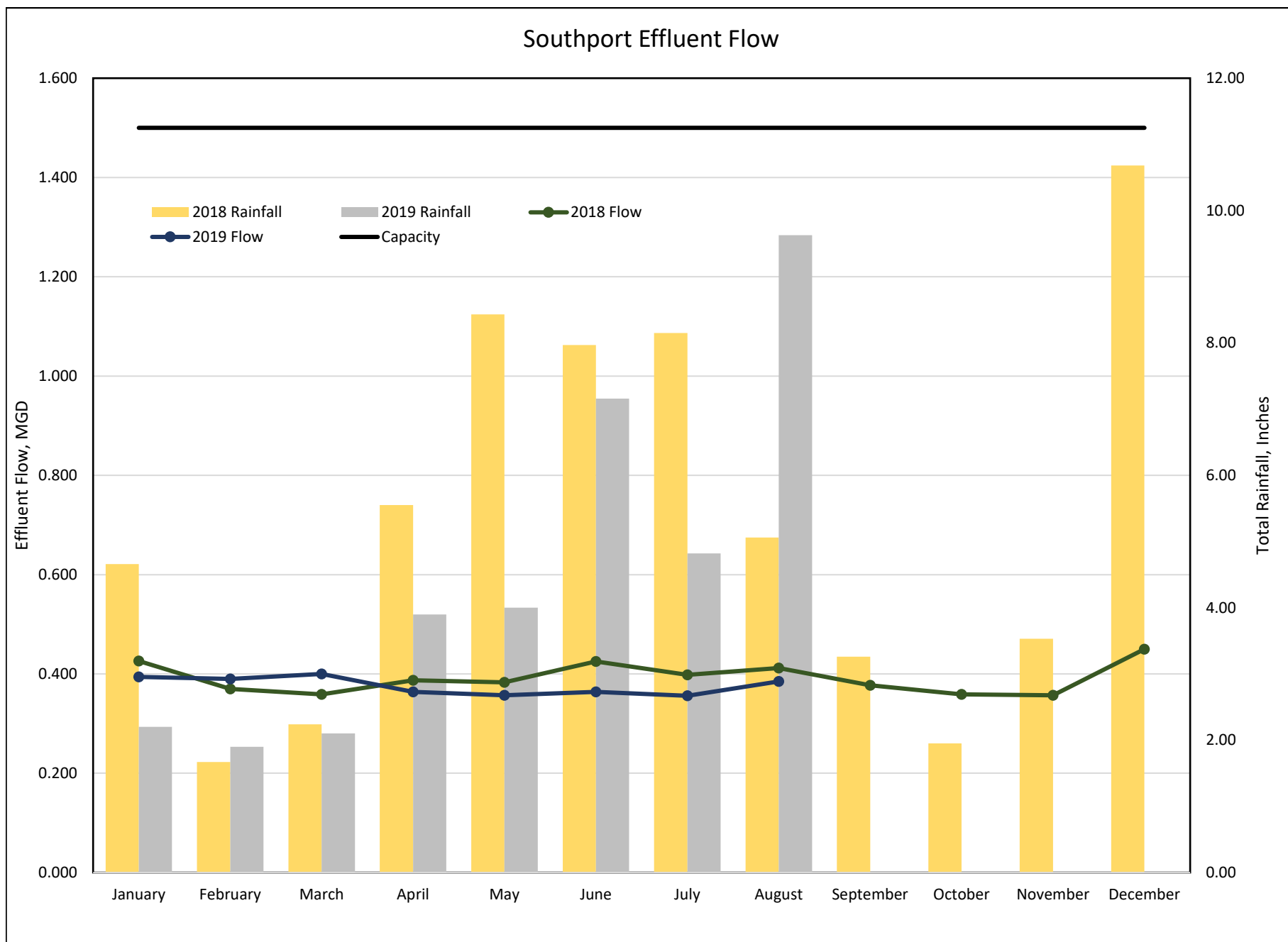
BOD - Biochemical Oxygen Demand  
TSS - Total Suspended Solids  
NH3 - Ammonia  
Phos - Phosphorus  
D.O. - Dissolved Oxygen  
TRC - Total Residual Chlorine  
Entero. - Enterococci Bacteria

### Dunbar Creek Effluent Flow



SOUTHPORT WWTP	FLOW (MGD)			Influent Concentrations					Effluent Concentrations							Removal Efficiency		Rainfall		Water Meter Monthly	Sludge Tons to Landfill
	INF	EFF	% Cap.	pH s.u.	BOD mg/L	TSS mg/L	NH3 mg/L	Phos mg/L	pH s.u.	D.O. mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	Fecal #/100 mL	Phos. mg/L	BOD %	TSS %	Maximum Inches	Total Inches		
Month																					
January 2018	0.446	0.426	28%	6.8	121	131			6.8	8.5	4.1	8.5	5.3	12	0.3	96.61%	93.51%	2.51	4.66		
February 2018	0.376	0.370	25%	6.9	143	129			7.1	8.2	6.0	8.0	6.0	6	1.1	95.80%	93.80%	0.86	1.67		
March 2018	0.363	0.359	24%	7.2	157	174			7.2	8.7	4.0	4.0	0.1	15	0.4	97.45%	97.70%	0.96	2.24		
April 2018	0.382	0.387	26%	6.8	138	114			6.8	8.9	3.3	4.9	0.1	65	0.6	97.61%	95.70%	1.51	5.55		
May 2018	0.384	0.383	26%	6.8	120	103			7.3	8.0	3.9	3.2	0.6	9	0.7	96.75%	96.89%	2.14	8.43		
June 2018	0.399	0.425	28%	7.0	121	109	23.0	4.40	7.0	7.0	4.0	3.0	0.5	9	0.4	96.69%	97.25%	2.61	7.97		
July 2018	0.382	0.398	27%	6.8	132	119	25.9	3.15	7.3	7.3	4.0	2.4	0.1	3	0.6	96.97%	97.98%	2.65	8.15		
August 2018	0.393	0.412	27%	6.6	128	138	31.1	5.00	6.8	8.0	4.4	4.5	0.7	8	0.3	96.56%	96.74%	1.36	5.06	0.009	3.57
September 2018	0.353	0.377	25%	6.6	142	131	26.6	3.80	7.2	8.0	4.8	5.2	0.6	6	0.7	96.65%	96.03%	1.18	3.26	0.006	9.06
October 2018	0.354	0.359	24%	6.7	143	124	25.6	4.10	7.5	8.8	5.0	5.0	0.3	10	1.5	96.50%	95.97%	0.88	1.95	0.005	7.52
November 2018	0.356	0.357	24%	7.0	166	149	35.1	4.45	7.9	9.0	4.0	7.0	1.4	3	1.1	97.59%	95.30%	1.64	3.53	0.004	2.16
December 2018	0.384	0.450	30%	7.0	115	94	25.0	1.60	7.5	8.6	3.0	3.0	0.7	6	0.4	97.39%	96.81%	3.48	10.68	0.004	4.64
January 2019	0.376	0.394	26%	6.9	128	376	23.3	3.70	7.3	9.0	3.0	3.0	0.6	6	0.1	97.65%	99.20%	1.00	2.20	0.006	3.37
February 2019	0.377	0.390	26%	7.5	111	93	29.8	1.20	7.5	8.9	3.0	4.0	0.5	8	0.5	97.31%	95.70%	0.06	1.90	0.007	6.79
March 2019	0.358	0.400	27%	6.9	111	109	31.7	3.90	7.2	8.9	4.0	4.0	0.5	6	0.1	96.40%	96.33%	0.50	2.10	0.008	6.50
April 2019	0.359	0.364	24%	6.8	113	78	30.8	3.95	7.7	8.3	6.0	2.0	0.8	4	1.0	94.69%	97.44%	0.13	3.90	0.008	5.35
May 2019	0.350	0.357	24%	6.9	121	92	40.2	4.40	7.3	8.0	5.8	4.7	0.6	5	0.7	95.21%	94.89%	1.68	4.00	0.007	3.56
June 2019	0.358	0.364	24%	6.8	98	124	27.9	3.80	7.2	6.6	4.0	5.0	0.3	4	0.7	95.92%	95.97%	1.26	7.16	0.006	5.25
July 2019	0.361	0.356	24%	6.8	110	93	27.0	4.00	7.3	7.9	8.0	5.0	0.6	12	1.1	92.73%	94.62%	1.45	4.82	0.009	4.19
August 2019	0.369	0.385	26%	6.7	117	127	45.0	4.45	7.2	8.4	5.7	7.1	0.7	23	0.8	95.13%	94.41%	2.42	9.63	0.012	1.90
September 2019																					
October 2019																					
November 2019																					
December 2019																					
Average	0.374	0.386	26%	6.9	126.7	130.3	29.9	3.73	7.3	8.3	4.5	4.7	1.0	11	0.7	96.38%	96.11%	1.5	4.9	0.007	4.91
Max	0.446	0.450	30%	7.5	166.0	375.7	45.0	5.00	7.9	9.0	8.0	8.5	6.0	65	1.5	97.65%	99.20%	3.5	10.7	0.012	9.06
Min	0.350	0.356	24%	6.6	98.0	78.0	23.0	1.20	6.8	6.6	3.0	2.0	0.1	3	0.1	92.73%	93.51%	0.1	1.7	0.004	1.90
Permit Limits	N/A	1.500	N/A	N/A	N/A	N/A	N/A	N/A	6.0-9.0	5.0	30.0	30.0	13.0	200	Report	85.00%	85.00%				

BOD - Biochemical Oxygen Demand  
TSS - Total Suspended Solids  
NH3 - Ammonia  
Phos - Phosphorus  
D.O. - Dissolved Oxygen  
TRC - Total Residual Chlorine  
Fecal - Fecal Coliform Bacteria



PROJECT REPORT

Financial Data as of 08-30-2019

							BUDGET VS. EXPENDITURES																	
							BOC APPROVED FUNDING & SOURCE				COMMITTED			EXPENDITURES				BALANCE		PROJECT STATUS				
Proj #	Project Name	Original Project Estimate	Proj Mgr.	Concept Design	Detail Design	Construction	R&R Reserve	CIF Reserve	SPLOST	Total Approved Funds	Purchase Orders Issued	BOC Approved Change Orders	Total PO+CO	Expenditures Paid to PO's	Remaining Encumbrances	Expenditures Misc.	Expenditures Total	Uncommitted \$\$\$ (App Fund - Exp)	% Approved Budget Available	Current Phase Completion	Next Phase Length of Time	Total Project Anticipated Completion	Status	
232	SR-99 Water Main Extension	\$2,200,000	Kline/Vo	EMC	RGA / EMC	Seaboard	\$0	\$2,200,000	\$0	\$2,200,000	\$1,263,167	\$287,693	\$1,550,860	\$1,478,971	\$177,373	\$282,572	\$1,938,916	\$261,084	11.87%	TBD	TBD	TBD	JWSC Ops potholing of existing utilities ongoing for meeting with GDOT. CO#4 will be required upon remobilization pending GDOT approval.	
417	Ridgewood Water Production Facility	\$1,000,000	Kline/Vo	JWSC	RGA	TBD	\$1,000,000	\$0	\$0	\$1,000,000	\$107,366	\$0	\$107,366	\$13,980	\$90,470	\$65,859	\$170,309	\$829,691	82.97%	TBD	TBD	TBD	100% design submittal delivered on September 6, 2019 and is under final review by the JWSC team.	
702	North Mainland Sewer Improvements	\$14,900,000	Kline/Vo	JWSC/ EMC	T&H	TBD	\$0	\$11,700,000	\$3,200,000	\$14,900,000	\$7,164,141	\$286,264	\$7,450,405	\$4,314,246	\$3,094,656	\$0	\$7,408,902	\$7,491,098	50.28%	Winter 2019	180 days	Fall 2020	Construction progress meeting held on August 20, 2019. Contractor is performing CCTV Survey on Whitlock Street. JWSC Ops responded to an emergency SS sinkhole repair at 4228 Whitlock St on September 3, 2019 and 4224	
703	PS 4003 Decommission and Gravity Sewer	\$3,300,000	Kline/Vo	JWSC	HGB	TBD	\$0	\$0	\$3,300,000	\$3,300,000	\$248,599	\$0	\$248,599	\$40,329	\$208,270	\$3,589	\$252,188	\$3,047,812	92.36%	Winter 2019	120 days	Fall 2020	HGB to submit revised drawings with the confirmed influent line elevations taken with JWSC Ops on August 21, 2019.	
704	Canal Road to Glynco 12-inch Watermain Loop	\$1,200,000	Kline/Vo	JWSC	JWSC	TBD	\$0	\$1,200,000	\$0	\$1,200,000	\$48,000	\$0	\$48,000	\$48,000	\$0	\$0	\$48,000	\$1,152,000	96.00%	TBD	TBD	TBD	Concept Design ongoing.	
801	FEMA Hazard Mitigation-Academy Creek	\$3,188,000	A. Burroughs	Haggerty	TBD	TBD	\$3,188,000	\$0	\$0	\$3,188,000	\$37,233		\$37,233	\$28,083	\$3,325	\$105,432	\$136,840	\$3,051,160	95.71%	TBD	TBD	TBD	FEMA approval for first 22 lift station transfer switches. Waiting on remainder of approvals.	
804	Magnolia Water Improvements	\$1,150,000	Kline/Vo	JWSC	City of BWK / EMC	TBD	\$1,150,000	\$0	\$0	\$1,150,000	\$117,050	\$0	\$117,050	\$44,684	\$72,366	\$0	\$117,050	\$1,032,950	89.82%	Winter 2019	270 days	Winter 2019	City Project/contract. EOR completing bid docs. City has requested JWSC 50/50 cost sharing for paving. Estimates for piping placement are both considerably higher than budget. Other install methods under review.	
805	L Street Water Improvements	\$650,000	Kline/Vo	JWSC	City of BWK / EMC	Georgia Asphalt Producers	\$787,334	\$0	\$0	\$787,334	\$751,780	\$4,104	\$755,884	\$382,689	\$373,196	\$0	\$755,885	\$31,449	3.99%	Winter 2019	180 days	Fall 2019	AGL contractor resumed work on August 26, 2019 and Construction Progress meeting held on August 27, 2019. City has submitted a CO#3 (\$32,076) request for the waterline rework to the JWSC on September 10, 2019 and is currently under review.	
806	Academy Creek Oxygen System Rehab	\$650,000	A. Burroughs	HGB	HGB	A&G / Matheson	\$1,040,000	\$0	\$0	\$1,040,000	\$1,012,002	\$0	\$1,012,002	\$990,366	\$24,051	\$0	\$1,014,417	\$25,583	2.46%	July 2019	N/A	August 2019	Only remaining item is PLC programming for emergency blower system.	
807	SSI Phase II Smoke & Dye Testing	\$150,000	Kline/Zettler	TBD	TBD	McKim & Creed	\$150,000	\$0	\$0	\$150,000	\$119,656	\$0	\$119,656	\$104,656	\$15,000	\$0	\$119,656	\$30,344	20.23%	Spring 2019	30 Days	Fall 2019	Project completed on September 11, 2019. All accounts are settled and remaining monies owed to M&C can be unencumbered.	
903	SR 27 Resurfacing from Yellow Bluff Creek to US 25	\$77,000	Kline/Vo	JWSC/GDOT	GDOT	GDOT	\$102,000	\$0	\$0	\$102,000	\$77,250	\$24,750	\$102,000	\$0	\$0	\$101,929	\$101,929	\$71	0.07%	TBD	TBD	TBD	Approved Reimbursement Funds provided to GDOT on July	
904	Lift Station 4021 Improvements	\$275,000	Kline/Vo	JWSC	JWSC	TBD	\$0	\$275,000	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,000	100.00%	TBD	TBD	Summer 2019	Design revision to utilize triplex. Finalizing electrical and SCADA with JWSC Ops/EMControls.	
906	Water Pollution Rehab-Academy & Dunbar	\$15,000,000	A. Burroughs	JWSC	GMC	TBD	\$0	\$0	\$1,480,647	\$16,641,306	\$1,232,649	\$0	\$1,232,649	\$63,221	\$1,117,929	\$50,083	\$1,231,233	\$15,410,073	92.60%	March 2020	270 days	Fall 2021	30% design received and under review.	
2001	PS4105 Basin Expansion	\$1,485,000	Kline/Vo	JWSC	RCE	TBD	\$1,000,000	\$485,000	\$0	\$1,485,000		\$0	\$0				\$0	\$1,485,000	100.00%	Winter 2019	120 Days	Spring 2020	Pending JWSC Engr. contract template revisions.	
2002	Altama Av / Sea Palms CIPP	\$1,186,795	Burroughs/Kline	JWSC	JWSC	TBD	\$625,000	\$0	\$561,795	\$1,186,795		\$0	\$0				\$0	\$1,186,795	100.00%	November 2019	60 days	Spring 2020	Out to bid week of 9/16/19	
2003	Academy Creek Roof Repair	\$300,000	A. Burroughs	JWSC	JWSC	TBD	\$300,000	\$0	\$0	\$300,000		\$0	\$0				\$0	\$300,000	100.00%	Winter 2019	60 days	Spring 2020	Will bid with expected start after hurricane season	
2004	Mainland Smoke Testing	\$325,000	Kline/Zettler	JWSC	N/A	P.U.M.P.S.	\$325,000	\$0	\$0	\$325,000	\$231,649	\$0	\$231,649				\$0	\$325,000	100.00%	Spring 2020	180 days	Spring 2020	Scheduling pre-con	
TOTALS							\$7,417,334	\$15,375,000	\$7,980,647	\$45,933,640	\$12,178,893	\$602,811	\$12,781,704	\$7,509,225	\$5,176,636	\$609,464	\$13,295,325	\$32,638,315	71.06%					

	UNSOLICITED PROPOSALS		DESCRIPTION	Concept	Application	Preliminary Engineering	Comprehensive Agreement	Project		Capital Fees Generated	STATUS
	Sinclair S/D residential development (SSI)		121 Lot S/D; proposed improvements to PS2056 and force main.	Complete	Complete	Complete	Complete	*		*	Development still in planning review with Glynn County.
	Bergen Woods Apartments		Proposed 252 apartment development; PS4105 and force main improvements.	Complete	Complete	Complete	Complete	*		*	Waiting on offsite forcemain & PS improvement plans for approval.
	Frederica Township		Downstream upgrades to accommodate 200 additional lots; cooperative w/ Sinclair U.P.	Complete	Complete	Complete	Complete	*		*	Waiting on offsite forcemain & PS improvement plans for approval.
	Oak Grove/Carolina Partners		Force main improvements to serve proposed development on Oak Grove Island.	Complete	Complete	Complete	Under Review	*		*	Executed.
	Saddlebrook Subdivision / Wade Jurney Homes		Improve PS4105 sewer capacity for the addition of 41 new homes	Complete	Complete	Complete	Complete	*		*	Executed. Capital fees paid.
	Coastal Club Apartments (link to Proj 904)		Improve PS4056 & 4059 for proposed 240 unit apt. complex 3061 Old Cypress Mill Rd.	Complete	Complete	Complete	Under Review	*		*	Application under review.
	Boomers Bakery (fmr. Pumpkin Patch) W& FM extension		Extend W&S from Friendly Exp #71 to 341; obtain easement	In discussions				*		*	In discussions with developer to obtain easement access to US341.

<b><u>BULL PEN (Proposed)</u></b>	
Glynn County Village Storm Improvements- Phase II JWSC 2020 SPLOST projects	Opportunity project with Glynn County to replace/upgrade sections of W&S in common with areas of storm improvements. Proposed list under Staff/BOC review.