



Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick GA 31520
Thursday, December 17, 2020 at 2:00 PM
Commission Meeting Room

COMMISSION MEETING AGENDA

Call to Order

Invocation

Pledge

PUBLIC COMMENT PERIOD

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

AWARD PRESENTATION

Distribution Excellence Award – Mike Thomas, GAWP

RECOGNITION OF SERVICE

Donald Elliott – Two Terms Service on Commission (2013 – 2020)

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed

Finance Committee – Commissioner Duncan

Human Resources Committee – Commissioner Elliott

APPROVAL

1. **Minutes from November 19, 2020 Regular Meeting** *(subject to any necessary changes)*
2. **Minutes from November 19, 2020 Executive Session** *(subject to any necessary changes)*
3. **Workers' Compensation Renewal** – Jeffrey Singletary, TSI / Jarrett Bridges, Turner & Associates
4. **GEFA Loan Execution** – L. Roberts
5. **Human Resources SOP / Employee Handbook Revisions** – A. Burroughs
 - **Section 4.14 – Uniform Dress Code**
6. **Contract Award – Prince Street/Demere Road EST Painting** – A. Burroughs
7. **Contract Award – Inspection Services EST Painting** – A. Burroughs
8. **Contract Award – PS 2002 Force Main Replacement Engineering** – A. Burroughs
9. **Ridgewood WPF – Change Order No. 1** – A. Burroughs
10. **SPLOST NM Phase II - Change Order No. 2** – A. Burroughs

EXECUTIVE SESSION – Personnel

APPROVAL cont.

11. **Amendment to Executive Director Contract** – C. Dorminy

EXECUTIVE DIRECTOR'S UPDATE

CHAIRMAN'S UPDATE

MEETING ADJOURNED

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



**Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Thursday, December 17, 2020 at 2:00 PM**

COMMISSION MINUTES

PRESENT:

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

ALSO PRESENT:

**Andrew Burroughs, Executive Director
Charlie Dorminy, HBS Legal Counsel
LaDonnah Roberts, Deputy Exec. Director
Todd Kline, Director of Engineering
Jay Sellers, Director of Administration
Frances Wilson, Senior Accountant
Donnie Bankston, Superintendent WPD
Derrick Simmons, Superintendent WDD
Alvin Hall, Supervisor WDD
Christa Free, Procurement Coordinator
Janice Meridith, Exec. Commission Administrator
Cindy Barnhart, Teamwork Services
Jeffrey Singletary, Teamwork Services
Jarrett Bridges, Turner & Associates
Mike Thomas, Georgia Association of Water Professionals**

MEDIA PRESENT:

Taylor Cooper, The Brunswick News

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

Chairman Turnipseed provided the invocation and Commissioner Elliott led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

Chairman Turnipseed opened the public comment period.

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

AWARD PRESENTATION

Distribution Excellence Award – Mike Thomas, Georgia Association of Water Professionals Chairman Turnipseed stated that this is the first award that JWSC has ever received (statewide award), and requested for Donnie Bankston, Derrick Simmons and Alvin Hall come to the front. Mike Thomas introduced himself and provided that the GAWP serves thousands of water professionals across the State of Georgia helping them get the proper training they need through conferences and legislature. Mr. Thomas stated that he is a retired utility director and winning awards were always important to him since it indicates that the staff has gone above and beyond what is expected of them each day. He added that this is the first time our superintendents went through this process and it required a lot of hard work and paperwork involved. They have to demonstrate that they are going above and beyond; they have good maintenance programs for valves and fire hydrants; have a good backflow program in making sure they are maintaining pressure; keeping the system operating the way it should be; and making sure our citizens have clean safe drinking water. Mr. Thomas remarked that JWSC is receiving the “Gold Award” which means that there are voluntary inspectors who take a look at the system and then score the system. What it takes to get the “Gold” is that the system must score at least 95 out of 100, and they did an excellent job, especially for their first time. He noted that most times when people apply for this award the first time, sometimes they do not receive the award at all, or might be awarded the “Silver” for a score of 90 out of 100. These guys must have already been doing a good job to win this award. It is a prestigious award and is very important. Mr. Thomas commented that our Commission must be proud of what the staff is doing and proud of our system. He expressed his appreciation for being able to come to JWSC and present this award, and also congratulated the superintendents for their excellent work. Mr. Bankston, Mr. Simmons and Mr. Hall, as well as Mr. Burroughs all expressed their appreciation and pride in their accomplishment in earning this “Gold Award” from the GAWP. The Commissioners expressed their appreciation for this staff’s endeavors.

RECOGNITION OF SERVICE

Commissioner Donald Elliott – Two Terms Service on Commission (2013 – 2020)
Chairman Turnipseed presented Commissioner Donald Elliott with a Recognition Award and read the inscription on the plaque recognizing his two terms of dedicated service to the Commission from January 1, 2013 through December 31, 2020. Chairman Turnipseed commented that he has had the opportunity to work with Commissioner Elliott for the past three years, in which he has been a great mentor. Commissioner Elliott brought the JWSC through a rather turbulent time when there was not a director, and he stepped up and served as the Assistant Director. Chairman Turnipseed remarked about all of Commissioner Elliott’s contributions to JWSC as a Commissioner, Chairman of the Commission, and as Assistant Director. He expressed his great appreciation for everything Commissioner Elliott has done for JWSC, and wished him well in his future endeavors. Commissioner Elliott stated that he sent out an email just earlier to all of the JWSC staff. He noted that when he came on board JWSC was just getting water out and processing the sewer; and today is evidence of how this organization has grown just by the award that these gentlemen got. The way we are moving towards technology is all due to this organization, the people in it, and their hard work. Commissioner Elliott remarked that all he did was make suggestions as to what JWSC needed to do, but senior staff and other staff members all put it together and made it happen. You need to be proud of yourselves for what you have accomplished. Take a minute and rest. When that minute is over, get back to work and make people proud of you. That will be how I remember this organization. Mr. Burroughs commented that Commissioner Elliott has put in eight years of service to his community and JWSC during which time he has worn more hats than he probably ever realized he would. During the time of turbulence for our Utility, Commissioner Elliott stepped in and helped calm the storm. His support of staff over the years has been appreciated and the organization is in a much better place today as he unfortunately leaves us as when he joined us eight years ago. Despite being an Auburn man, he is a real asset to this organization. I think I speak for the staff when I say that we have enjoyed his leadership and friendship over the years. Mr. Burroughs wished Commissioner Elliott well and thanked him for his service.

COMMITTEE UPDATES

Facilities Committee Meeting Update – Chairman Turnipseed

Chairman Turnipseed reported that the Facilities Committee had met on the previous day, and approved a few items to be forwarded to the full Commission: a contract award for the Demere & Prince Street EST painting, a contract award for the inspection services for the same project, PS 2002 Force Main Replacement Engineering, and Change Order #1 on the Ridgewood WPF, and the SPLOST NM Phase II Change Order #2. The wastewater plant flows reports indicated all plants are working well within permit. Academy Creek is operating at 55%, Dunbar is operating at 65%, and Southport is operating at 44% of its capacity. The Chairman highlighted the Capital Project report which indicated much work having been done on various projects, as well as new work in design.

Finance Committee Meeting Update – Commissioner Duncan

Commissioner Duncan reported that the Finance Committee had also met on the previous day. He noted that the Committee did recommend that the Worker's Compensation Renewal and the GEFA Loan were both passed on to the full Commission for consideration. The monthly financial report reflected that at this time JWSC is running under the planned budget financially, however that is due to the timing of some significant project payouts, and some efficiencies that were initiated earlier in the year.

Commissioner Stephens arrived to the meeting at 3:11 p.m.

Human Resources Committee Meeting Update – Commissioner Elliott

Commissioner Elliott reported that the Human Resources Committee did meet on the same day, with a short agenda. After the previous minutes were approved, the Uniform Dress Code revisions were approved to be forwarded to the full Commission for consideration.

APPROVAL

1. Minutes from the November 19, 2020 Regular Commission Meeting

Commissioner Duncan made a motion seconded by Commissioner Cook to approve the minutes from the November 19, 2020 Regular Commission Meeting. Motion carried 7-0-0.

2. Minutes from the November 19, 2020 Executive Session

Commissioner Harvey made a motion seconded by Commissioner Neal to move to approve the minutes from the November 19, 2020 Executive Session. Motion carried 7-0-0.

3. Workers' Compensation Renewal – J. Singletary, TSI / J. Bridges, Turner & Associates

Chairman Turnipseed stated that on the previous day the workers' compensation renewal had been approved by the Finance Committee to be forwarded to the full Commission.

Commissioner Duncan made a motion seconded by Commissioner Stephens to move that the Brunswick-Glynn County Joint Water and Sewer Commission approve the renewal of workers' compensation insurance coverage with The Zenith for policy year 2021-2022 in the amount of \$203,032. Motion carried 7-0-0.

Chairman Turnipseed mentioned that for 2021-2022, the premium cost for the workers' compensation insurance had gone down to \$203k from the \$257k cost for 2020-2021. Mr. Burroughs added that this was a 21% reduction or a \$54k reduction due to a low claims year and a reduction in the experience mod as well, which is expected to decrease again in 2022-2023, hopefully resulting in a cost savings for next year. JWSC has received very good service from this service.

4. GEFA Loan Execution – L. Roberts

Mrs. Roberts stated that JWSC has the opportunity to borrow funds through the Georgia Environmental Financial Association with extremely favorable terms for our organization, that being 0.7% for 30 years in order to finance the meter project. There will be a total of two loans that will come before this Board. Mrs. Roberts added that the meter project is to be completed in four years. For this loan the funds would have to be drawn by year 2023. The loan documents were included for the Commissioners to review. This motion would authorize the Chairman and Vice-Chairman to execute the appropriate loan documents, and authorize the Chairman, Vice-Chairman, Executive Director and Deputy Executive Director to sign for draws on this loan.

Commissioner Elliott made a motion seconded by Commissioner Stephens to move that the Chairman and Vice-Chairman be authorized to execute the appropriate loan documents for GEFA Loan DW2020040; also I move for the Chairman, Vice-Chairman, Executive Director and Deputy Executive Director be authorized to sign for draws on GEFA Loan DW2020040.

Mr. Burroughs and Mrs. Roberts will confirm the exact number of months for the term of this loan.

Motion carried 7-0-0.

5. Human Resources SOP / Employee Handbook Revisions – A. Burroughs

- **Section 4.14 – Uniform Dress Code**

Mr. Burroughs provided that at the Human Resources Committee Meeting earlier that morning, the revisions which were discussed at the November HR meeting had been made to the Uniform Dress Code. The new Uniform Dress Code will allow for uniforms to be purchased rather than JWSC paying Cintas to rent and launder them. Mr. Burroughs highlighted the categories of employee positions which determine the type of uniform to be worn. The change from paying for uniform rental and laundering services to purchasing the uniforms will result in significant savings for JWSC.

Commissioner Neal made a motion seconded by Commissioner Harvey to move that the Brunswick-Glynn County Joint Water & Sewer Commission approve the edits to Section 4.14 of the Human Resources Standards of Practice as presented. Motion carried 7-0-0.

6. Contract Award – Prince Street/Demere Road EST Painting – A. Burroughs

Mr. Burroughs advised that bids for this project were advertised on October 30, 2020. Bids were received from three firms on December 1, 2020. The Prince Street tank will be blasted down to the bare metal along the inside and outside, then repainted completely. The Demere tank will be blasted on the inside down to bare metal, and will be given a top coat only on the outside. There were some alternate and extra work items that were included in the bids. Mr. Burroughs advised of the following items to be included as recommended by staff: award the base bid, include extra work items #3 through #10 and the cash allowances, and forgo the 5% supplemental work allowance that was allowed in each bid. This funding was budgeted in the R&R. Mr. Burroughs mentioned that Tank Pro, LLC was the low bidder on both tanks, and therefore was selected to do both tanks. The Prince Street tank will be white with the City of Brunswick logo on the side facing Sidney Lanier Bridge, and the JWSC logo on the side facing downtown Brunswick.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the Brunswick-Glynn County Joint Water and Sewer Commission award a contract in the amount of \$876,837.00 to Tank Pro, LLC for the Elevated Storage Tank Rehabilitation for Prince Street and Demere Road. Motion carried 7-0-0.

7. Contract Award – Inspection Services EST Painting – A. Burroughs

Mr. Burroughs stated that for the tank project named in the previous agenda item #6, this is a construction inspection services contract to be awarded to Chapman Technical Services, LLC. Chapman has provided ongoing inspection services for JWSC's elevated and ground storage tanks for the past several years, and also handles periodic wash-outs for them. The inspection reports Chapman provided were the basis for the design of the actual project. He has familiarity with the storage tanks and has significant experience working with coastal areas on tank rehabs. The inspection services are not to exceed \$29,500 for the project.

Commissioner Duncan made a motion seconded by Commissioner Elliott to move that the Brunswick-Glynn County Joint Water and Sewer Commission award a contract in the amount of \$29,500.00 to Chapman Technical Services, LLC for construction inspection services for the Elevated Storage Tank Rehabilitation for Prince Street and Demere Road. Motion carried 7-0-0.

8. Contract Award – PS 2002 Force Main Replacement Engineering – A. Burroughs

Mr. Burroughs mentioned that this item was presented at the Facilities Committee Meeting on the previous day. Proposals were received for the design of a force main in the right of way along Arnold Road from PS2002. This is a heavily traveled thoroughfare on SSI. The existing force main is a 10-inch cast iron force main that runs directly along the centerline of Arnold Road. It has had three failures in the past two years on that line and it requires closing the road to do the repairs to the damage when it occurs. Moving the force main in the right of way will allow JWSC to maintain operations of the pump station until the tie-ins are made on the new force main. Mr. Burroughs noted that this is not a replacement of the entire force main, but it is cast iron up to the intersection of Demere Road and Mallery, and then becomes PVC after that point. The replacement force main section will be tied in to the PVC force main at that point. The best combination of price and contract time in the proposals came from T.R. Long Engineering. This proposal also includes full time construction observation while the force main is being installed along Arnold Road.

Commissioner Elliott made a motion seconded by Commissioner Duncan to move that the Brunswick Glynn County Water and Sewer Commission award a contract to T.R. Long Engineering in the amount of \$38,235.00 for engineering and construction administration services for the Pump Station 2002 Force Main Replacement project. Motion carried 7-0-0.

9. Ridgewood WPF – Change Order No. 1 – A. Burroughs

Mr. Burroughs provided that the Ridgewood Water Production Facility is along Perry Lane Road. Start-up inspection has already started and the station is functional at this time and is substantially complete. However, there is a punch list of items that need to be completed, of which the original completion date on the contract was December 13, 2020. The contractor has requested 30 days to finalize the punch list items. A punch list inspection will be done on next Tuesday and Wednesday. The change order request does not require any additional funding, only the additional 30 days for completion of the punch list items.

Commissioner Neal made a motion seconded by Commissioner Harvey to move that the Brunswick-Glynn County Joint Water & Sewer Commission approve the above described Change Order #1, for time extension. Motion carried 7-0-0.

10. SPLOST NM Phase II – Change Order No. 2 – A. Burroughs

Mr. Burroughs advised that this will be a closing out a final adjusting change order for SPLOST Phase II which was the CIPP repair of large diameter pipe along Whitlock Street and manhole repairs along that area as well. When this project went out for bid there were items included for manhole replacements that ended up being taken care of with manhole lining instead of replacement. Once it was inspected and cleaned again, it was decided against lining a couple of sections of pipe that were in better condition than originally expected. There were also a couple of manholes removed from the contract as well as 21 inverts on manholes that were not completed. The contract is also 214 days over contract price so the

proposed scope deduction is \$904,298.70. That leaves an adjusted contract amount of \$1,646,220.30 with liquidated damages for 14 days and an approval of 10 weather days requested. There will be a total of \$204,000.00 in liquidated damages, retainage held to date, and payout application #8 which has not been paid. Following the approval of this requested change order, the final closing payment will be \$19.53.

Commissioner Duncan made a motion seconded by Commissioner Stephens to move that the Brunswick-Glynn County Joint Water & Sewer Commission approve the above described Change Order #2, for project closeout. Motion carried 7-0-0.

EXECUTIVE SESSION – Personnel

Commissioner Duncan made a motion seconded by Commissioner Harvey to move to enter into Executive Session to discuss Personnel. Motion carried 7-0-0.

Return to Regular Session

Commissioner Duncan made a motion seconded by Commissioner Stephens to move to return to Regular Session. Motion carried 7-0-0.

11. Amendment to Executive Director Contract – C. Dorminy

Commissioner Duncan made a motion seconded by Commissioner Neal to move to authorize the Chairman of the JWSC to negotiate the updated contract with the Executive Director. Motion carried 7-0-0.

DISCUSSION

There were no items for discussion.

EXECUTIVE DIRECTOR'S UPDATE

Mr. Burroughs officially congratulated Commissioner Cook for his reappointment to the JWSC Board for four more years. RFP proposals are due for SCADA on December 22, 2020. NM SPLOST bids for Phase III are due on January 12, 2021. Mr. Burroughs then thanked the staff for all of their hard work during what has been an incredibly stressful year for them; much of what they do goes unseen, but it is a good reminder of just how important our jobs are and how dedicated the staff are to their jobs. He again wanted to thank the staff for all of their efforts during this year, and added that he is excited for the progress that can be made in 2021 with all of their efforts. Mr. Burroughs wished a very Merry Christmas to all of the Commissioners.

CHAIRMAN'S UPDATE

The Chairman stated that he wanted to thank the staff for everything they have done this year. Chairman Turnipseed commented that he especially wanted to thank all of the Commissioners and remarked what a pleasure it is to work with Commissioners who are so involved and put in the extra effort. He then wished Commissioner Elliott the best of everything in his future and that all of his work has been appreciated as well as his leadership for JWSC and in moving the Commission forward. Chairman Turnipseed closed by stating that he is looking forward to next year.

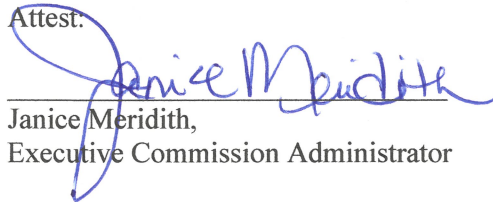
Commissioner Elliott expressed his appreciation and thanks for the recognition award and the times that he has had the opportunity to participate in this organization.

There being no additional business to bring before the Commission, Chairman Turnipseed adjourned the meeting at 3:00 p.m.



G. Ben Turnipseed,
Commission Chairman

Attest.



Janice Meredith,
Executive Commission Administrator



Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn County Joint Water and Sewer Commission
From: Andrew Burroughs, P.E., Executive Director
Date: Thursday, December 17, 2020
Re: Approval – Workers’ Compensation Renewal

Background:

JWSC has utilized The Zenith for workers’ compensation insurance coverage since the 2009-2010 policy year. The current policy year premium is \$257,231. Each year, The Zenith provides defensive driver training for 100 employees at no additional cost. The Zenith offers the Zenith Solution Center Platform which provides on demand safety, human resources, and management training to JWSC employees at no additional cost as well.

Staff Report

Staff has reviewed the marketing analysis provided by Turner & Associates. Six carriers provided quotes for the annual renewal with the lowest premium being provided by Bridgefield Casualty at \$198,135. The Zenith provided a quote of \$203,032 for the annual renewal (\$4,897 above Bridgefield). Given the longstanding relationship and the value of additional services with The Zenith, staff recommends renewing coverage with The Zenith. The proposed renewal is a \$54,199 reduction from the previous renewal. This item was presented to the Finance Committee on December 16, 2020.

Recommended Action

Staff recommends renewing workers’ compensation insurance coverage for the 2021-2022 policy year with The Zenith in the amount of \$203,032.

Recommended Motion

“I move that the Brunswick-Glynn County Joint Water and Sewer Commission approve the renewal of workers’ compensation insurance coverage with The Zenith for policy year 2021-2022 in the amount of \$203,032.”

Enclosures

Turner & Associates Marketing Analysis

2021 JWSC Workers Compensation Marketing Analysis

2020 Expiring Workers Comp Expense	\$ 257,231
---	-------------------

#	Carrier Approached	AM Best Rating	Quote	Variance from 2020	% Change
1	The Zenith	A X	\$ 203,032	\$ (54,199)	-21.07%
2	Liberty Mutual	A XV	\$ 210,140	\$ (47,091)	-18.31%
3	BITCO (Old Republic)	A+ XV	\$ 199,260	\$ (57,971)	-22.54%
4	Bridgefield Casualty	A X	\$ 198,135	\$ (59,096)	-22.97%
5	Travelers	A+ XV	\$ 257,058	\$ (173)	-0.07%
6	Applied Underwriters	A	\$ 273,042	\$ 15,811	6.15%

Notes of Interest

Zenith's 2021 renewal quote is a reduction of \$54,199 - 21.07% reduction

2020 NCCI Experience Mod is a 1.08 - down 19 points from last year's mod of 1.27

Carriers Approached that Declined

1	Builders Insurance
2	Eastern Alliance
3	Employers
4	ICW
5	Risk Innovations - broker
6	Third Coast UW

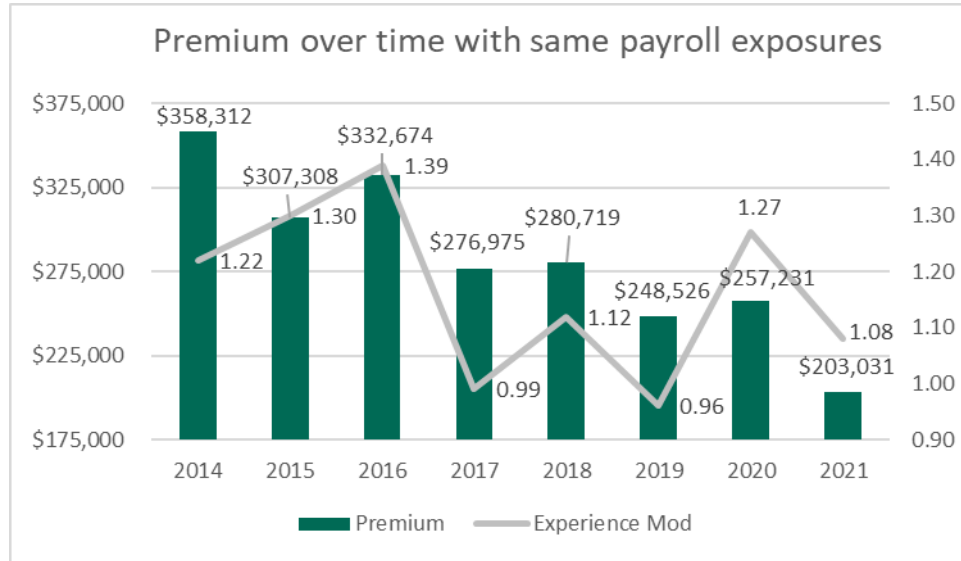
****All carriers referenced above have declined due to class of business / operations/ non competitive pricing.**

Current Zenith Services utilized

	<u>Services</u>	<u>Value</u>
1	Defensive Driver Training annually for 100 employees	\$2,035
2	Zenith Solution Center Platform--safety training, risk management bulletins, sexual training, etc...	\$15,000
Total Value of Additional Services		\$17,035



Historical Premium Analysis:



Historical Loss Analysis:

Policy Period	Carrier	Total Losses	Total Pd Losses	Total # of Claims	Premium	Loss Ratio	XMOD	Total Payroll
2008-2009	FCCI	\$ 369,818	\$ 369,818	14	\$ 85,541	432%	1	\$ 3,220,365
2009-2010	Zenith	\$ 4,170	\$ 4,170	8	\$ 187,255	2%	1.00	\$ 3,776,942
2010-2011	Zenith	\$ 850	\$ 850	5	\$ 187,532	0%	1.45	\$ 3,710,741
2011-2012	Zenith	\$ 38,604	\$ 38,604	11	\$ 162,405	24%	1.25	\$ 4,019,849
2012-2013	Zenith	\$ 195,208	\$ 195,208	23	\$ 155,916	125%	1.09	\$ 4,564,957
2013-2014	Zenith	\$ 133,756	\$ 133,756	13	\$ 175,523	76%	0.87	\$ 4,646,707
2014-2015	Zenith	\$ 151,398	\$ 151,398	20	\$ 217,207	70%	1.22	\$ 4,858,224
2015-2016	Zenith	\$ 7,635	\$ 7,635	16	\$ 227,448	3%	1.30	\$ 5,426,787
2016-2017	Zenith	\$ 151,344	\$ 151,344	23	\$ 291,345	52%	1.39	\$ 6,171,745
2017-2018	Zenith	\$ 104,863	\$ 104,863	2	\$ 277,201	38%	0.99	\$ 7,398,306
2018-2019	Zenith	\$ 174,388	\$ 174,388	15	\$ 284,850	61%	1.12	\$ 6,972,287
2019-2020	Zenith	\$ 65,422	\$ 53,572	12	\$ 256,632	25%	0.96	\$ 7,470,372
2020-2021	Zenith	\$ 51,165	\$ 15,117	10	\$ 257,231	20%	1.27	\$ 7,685,716
TOTALS		\$ 1,448,621	\$ 1,400,723	172	\$ 2,766,086	52%		

CARRIER COMPARISON

Comparables	Zenith	BRIDGEFIELD CASUALTY
Annual Premium	\$ 203,032	\$ 198,135
AM Best Rating	A X	A X
Type of Carrier	Mono-line Workers Compensation Only	Mono-line Workers Compensation Only
% of Workers Comp within Insurance Company	100%	100%
Length of Relationship	12 years	Would be a new relationship
Loss Control Rep	Out of Atlanta	Out of Statesboro
Loss Control Rep	Works with numerous clients in Brunswick	Works with 2-3 clients in Brunswick
Site Visits	Quarterly Plus multiple conference calls	Quarterly
Adjusters	Assigned	Can vary
Risk Management Training Portal	New Hire Orientation, HR Policies, Safety Procedures, Regulatory Compliance, Supervisor Skill Enhancement, Government Mandated Sexual Harassment Training, and Compliance Training. Portal can assign training by employee, supervisor, department, or location. All training is tracked and reported within the system.	Video Based training system offering education for new employees, training for existing employees, providing employee refreshers following an incident or a near miss, and reinforcement of managing expectations and safe work practices.
Self-Serve Resources	Industry specific policies, procedures, training programs, training video shorts, posters, quizzes, stickers, newsletters, and sample programs. Many of these resources are offered in English and Spanish	Safety Posters, Safety News, Safety Talks
Business Tools	Certificate of Insurance Tracking, Incident Tracking, Analysis, and Recordkeeping, Management of Safety Data Sheets, Job Hazard Analysis and Safety Observation Checklists, Ability to build job descriptions, and Management of Inspections and Audits	Loss Driver Reports
Defensive Driver Training	Provided annually for 100 employees; Zenith rents space and provides breakfast / lunch for team members	Has resources available for defensive driver training
<p>**Zenith's incurred cost of providing defensive driver training is \$2,035. The portal cost is estimated at \$15,000 annually.</p> <p>**Zenith uses local attorneys to represent the JWSC on any litigated workers compensation claims</p>		



Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn County Joint Water and Sewer Commission
From: LaDonnah Roberts, Deputy Executive Director
Date: Thursday, December 17, 2020
Re: Approval – GEFA Loan Execution

Background:

On November 5, 2020, staff was notified of the award of a \$7,500,000 GEFA loan for installation of an Advanced Metering Infrastructure and Meter Data Management System along with a system-wide meter change-out. The loan documents are now being presented for the Board of Commissioners' review and approval.

Attached you will find the Loan Agreement as well as a few of the exhibits that accompany the loan agreement. The attached exhibits are the ones that will require action by the Commission and/or contractors of the Commission. The below table outlines the exhibits attached and the purpose of each of them.

Exhibit	Purpose
Opinion of Borrower's Attorney	Letter from HBS ensuring that the documents have been properly reviewed
Resolution of Governing Body	Required Resolution that authorizes one chief elected official and another official to sign the necessary documents to execute the loan
Promissory Note	Details the financial agreement between GEFA and JWSC
Authorized Signature Card	Designates which JWSC officials have authorization to draw down funds from the loan
Sample Accountant's Letter	Required letter from the auditing accountants confirming that JWSC's financial position has not significantly changed since loan application

Staff Report

Staff has reviewed the loan documentation and recommends approving the necessary resolution to affect loan execution and subsequent draws against the loan. This item was presented to the Finance Committee for their recommendation on

Recommended Action

Staff recommends authorizing the Chairman and Vice-Chairman to execute the loan documents. Staff further recommends that the Commission require two signatures to authorize draws on the loan with the Chairman, Vice-Chairman, Executive Director and Deputy Executive Director being authorized as signatories for these draws.

Recommended Motion

"I make a motion that the Chairman and Vice-Chairman be authorized to execute the appropriate loan documents for GEFA Loan DW2020040."

"I make a motion that the Chairman, Vice-Chairman, Executive Director and Deputy Executive Director be authorized to sign for draws on GEFA Loan DW2020040."

Enclosures: GEFA Loan Documents and Exhibits

LETTER TO BE PREPARED BY YOUR ACCOUNTANT

SAMPLE ACCOUNTANT'S LETTER

Date

Georgia Environmental Finance Authority
233 Peachtree Street, N.W.
Harris Tower, Suite 900
Atlanta, Georgia 30303-1727

Dear Sirs:

We have examined the financial statements of the funds and account groups of (Name of Jurisdiction), Georgia, as of (Date of last audit) and the related statements of revenues and expenditures and changes in fund balances or retained earnings for the (Name of Jurisdiction).

In connection with the abovementioned financial statements:

1. We are independent certified public accountants with respect to (Name of Jurisdiction), Georgia, within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.
2. We have not examined any financial statements for (Name of Jurisdiction) for any period subsequent to (Date of last audit).
3. For purposes of this letter, we have read the minutes of the meetings of the (Name of Jurisdiction) since (Beginning date of new fiscal year); officials of the (city/county) have informed us that the minutes of all meetings through the date of this letter were set forth therein and have performed other procedures as follows:
 - (a) Read the unaudited interim operating statements prepared by the (Name of Jurisdiction); and
 - (b) Made inquiries of (Name of Jurisdiction) officials who have responsibility for financial and accounting matters.

The foregoing procedures do not constitute an examination made in accordance with generally accepted auditing standards. Also, they would not necessarily reveal matters of significance with respect to the comments in the following paragraph.

Accordingly, we make no representation regarding the sufficiency of the foregoing procedures for your purposes.

4. Nothing came to our attention as a result of the foregoing procedures that caused us to believe that:
 - (a) As of the date of this letter there were any significant changes in the fund balances/retained earnings of the (Name of funds) fund(s) as compared with the fund balances/retained earnings as of (Date of last audit); or
 - (b) For the period from (Date of last audit) to the date of this letter there was any significant decrease in the total revenues of the (Name of Jurisdiction) compared with the corresponding period in the preceding year, except for changes in recurring or non-recurring federal or state grants or other programs over which the (Name of Jurisdiction) has no control.
5. This letter is solely for the information of, and assistance to, the Georgia Environmental Finance Authority (GEFA) in conducting and documenting their investigation of the affairs of (Name of Jurisdiction) in connection with the Georgia Environmental Finance Loan Application and is not to be used, circulated, quoted or otherwise referred to within or without the Georgia Environmental Finance Authority for any other purpose except that reference may be made to it in the Georgia Environmental Finance Authority financing contract or in any list of closing documents pertaining to the offering of an environmental facility loan to (Name of Jurisdiction).

**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

**DO NOT
DATE THIS
PAGE**

This **LOAN AGREEMENT** (this "**Agreement**") dated 20____, by and between **BRUNSWICK-GLYNN COUNTY JUDICIAL COMMISSION**, a Georgia public body corporate and political entity, whose address for purposes of this Agreement shall be 1700 North Atlantic Avenue, Brunswick, GA 31520, and **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,500,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined) or (2) **MAY 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$7,500,000**, which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount

equal to the maximum amount of the Loan as described above (the “**Note**,” which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender’s Loan Continuation Fee, as published from time to time in the Lender’s fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the “**Authorized Borrower Representative**”) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable

or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an "**Advance**"), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the "**Credit Documents**") shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder

and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will

not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that

materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its revenue-raising power (including its power to set rates, fees, and charges) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, and charges imposed and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall

promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the "**Completion Date**") shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It

shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document; (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default; (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower; (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents; (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents; or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles), including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available for Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on

long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, and (iv) payments under long-term leases.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect

the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **MAY 5, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

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

**SIGN
HERE**



Approved as to form: _____

By: _____

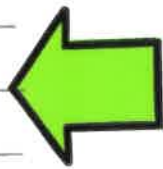
Borrower's Attorney

**BRUNSWICK-GLYNN COUNTY JOINT WATER
& SEWER COMMISSION**

Signature: _____

Print Name: _____

Title: _____



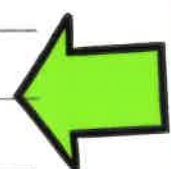
(SEAL)

Seal

Attest Signature: _____

Print Name: _____

Title: _____



**DRINKING WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

**Recipient: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION**

Loan Number: DW2020040

This project will replace manual read water meters with an advanced metering infrastructure (AMI) system and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION

Loan Number: DW2020040

ITEM	TOTAL	DWSRF
Construction	\$7,500,000	\$7,500,000
Contingency	-	-
Engineering & Inspection	-	-
Administrative/Legal	-	-
TOTAL	\$7,500,000	\$7,500,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: **BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION**

Loan Number: **DW2020040**

ACTION	DATE
Plans and Specifications submitted to EPD	SEPTEMBER 2020
Bid Opening	JANUARY 2020
Notice to Proceed with Construction	MARCH 2020
Completion of Construction	JANUARY 2023

EXHIBIT B
PAGE 1 OF 3

BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION
DW2020040

SPECIMEN PROMISSORY NOTE

\$7,500,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,500,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 07/100 PERCENT (0.07%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **ONE HUNDRED SEVENTY-NINE (179)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **15** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of

this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ____ day of _____, ____.

**BRUNSWICK-GLYNN COUNTY JOINT
WATER & SEWER COMMISSION**

(SEAL)

By: **SPECIMEN**
Name:
Title:

Approved as to form:

Attest:

By: **SPECIMEN**
Authority Attorney

 SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

**Recipient: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION**

Loan Number: DW2020040

1. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
2. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
3. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
4. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
5. Sealed bids, with a public bid opening, are required.
6. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
7. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
8. The Borrower must require 100 percent payment and performance bonds.
9. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

10. Prior to disbursement of funds, the Borrower shall provide the Lender with copies of the following:
 - a. Proof of advertising;
 - b. Certified detailed bid tabulation;
 - c. Engineer's award recommendation;
 - d. Governing body's award resolution;
 - e. Executed contract documents, including plans and specifications;
 - f. Construction and payment schedules;
 - g. Notice to proceed;
 - h. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
 - i. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.
11. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.
12. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.
13. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative of this unit may participate.

STATE REQUIREMENTS

Recipient: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION

Loan Number: DW2020040

None.

FEDERAL REQUIREMENTS

Recipient: **BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION**

Loan Number: **DW2020040**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include.
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, when will encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person 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 any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, 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, grant, loan, or cooperative agreement.

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 or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 12246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. Reserved.
12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contact;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION

Loan Number: DW2020040

None.

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for **BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DW2020040**, between the Borrower and **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

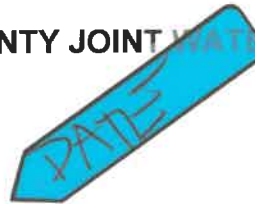
Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: **BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION**

Loan Number: **DW2020040**



At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the ____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$7,500,000** from **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)



The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

(SEAL)



Secretary/Clerk





Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn County Joint Water and Sewer Commission
From: Andrew Burroughs, P.E., Executive Director
Date: Thursday, December 17, 2020
Re: APPROVAL – Uniform Dress Code Edits

Background

The JWSC Human Resources Standards of Practice Section 4.14 covers the uniform dress code expected from all JWSC staff members. At the Human Resources Committee meeting on November 19, 2020, this policy was discussed with the Committee and changes were recommended by both the Committee and staff.

Staff Report

Section 4.14 was edited to include the changes discussed at the November 19, 2020 Human Resources Committee meeting. Due to the number of changes made to this policy, a redlined version is not provided. This item was presented to the Human Resources Committee on December 17, 2020.

Recommended Action

Staff recommends approving the edits to Section 4.14 of the JWSC Human Resources Standards of Practice as shown in the attached.

Recommended Motion

“I move that the Brunswick-Glynn County Joint Water and Sewer Commission approve the edits to Section 4.14 of the Human Resources Standards of Practice as presented.”

Enclosures

Draft Section 4.14

UNIFORM DRESS CODE

STANDARD

The Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) recognizes the need to provide clothing and/or uniforms to some employees in order to prevent damage to personal items as a result of the work required for certain jobs as well as to help promote employee identification in the field.

The purpose of this Employee Uniform Policy is to identify what clothing items should be provided to employees by the department using utility funds and to provide guidance for the appropriate acquisition of such clothing.

PRACTICE GUIDELINES

1. Appropriate attire depends upon the degree of public contact, nature of work, and safety issues. While each employee is responsible for utilizing these guidelines to decide what is appropriate to wear for work, management reserves the right to determine the appropriateness of any disputed attire. Failure to follow these guidelines may result in disciplinary action.
2. Employee Categories: This policy covers all JWSC employees. All positions will be assigned to one of three categories to determine which uniform and clothing allotment is to be provided to each individual:
 - A. Category I: Field Services – Physical Work: includes positions that require the employee to spend most of their time in the field or in more- industrial-type settings, performing physical work. As a result, the wear and tear on clothing is more significant than for other positions. There is also a need for recognition as a JWSC employee (with a JWSC logo) when in public.
 - B. Category II: Field Services – Public Contact/Less Intensive Physical Work: includes positions that require the employee to spend time in the field where public contact often occurs and/or performing work where some wear and tear on clothing is expected, but where the physical nature of the role is not intense. For example, this may include engineers, laboratory employees, employees who enter businesses, etc. There is also a need for recognition as a JWSC employee (with a JWSC logo) when in public.
 - C. Category III: Office Personnel: includes positions that require employees to spend the majority of their time in an office setting. There may be occasional opportunities when recognition as a JWSC employee (with JWSC logo) in public is helpful.
3. Each category is provided different uniform and clothing allotment amounts on an annual basis. A listing of positions in each category can be found in Attachment A. Newly created positions will be assigned to one of the three categories by the workgroup superintendent, with approval from the Executive Director, based on the guidelines and how similar positions are already categorized.
4. Employees and supervisors are reminded that the purchase of clothing and uniforms by the JWSC for its employees is not a right or an entitlement. Instead, it is considered equipment necessary to do the work on behalf of the department and JWSC. Individual preferences for style and color choices are only considered when appropriate.
5. Uniforms: The JWSC will coordinate the order and purchase of uniforms on behalf of the employees who are required to wear them on the job. Because these items are tax-exempt, they must be purchased with JWSC funds – either by the vendor submitting an invoice to the JWSC to be paid through the Innoprise financial system or with a JWSC purchasing card.

A. Category I Employees will wear JWSC provided uniforms while on duty.

- (1) Upon employee hiring or in the case that the employee's job class is newly identified as a Category I class, employees will be provided with the following initial inventory of uniforms:
 - a. Seven (7) gray or high visibility yellow T-shirts with JWSC logo
 - b. Seven (7) pairs blue work pants
 - i. Blue jeans may be allowed by discretion of department superintendent.
 - ii. Blue jeans must be clean and in good repair if allowed by department superintendent.
 - iii. JWSC will not purchase and/or provide blue jeans for employees to wear.
 - iv. Shorts may be allowed by discretion of department superintendent and applicable safety protocols.
 - v. Shorts must be clean and in good repair if allowed by department superintendent.
 - vi. JWSC will not purchase and/or provide shorts for employees to wear.
 - c. One (1) light fall/winter jacket with JWSC logo and high visibility striping
 - d. One (1) heavy winter jacket with JWSC logo and high visibility striping

OR:

 - e. Four (4) gray golf-style shirts and JWSC logo
 - i. Options with reflective striping will be available
 - f. Three (3) gray or high visibility yellow T-shirts with JWSC logo
 - g. Seven (7) pairs blue work pants
 - i. Blue jeans may be allowed by discretion of department superintendent.
 - ii. Blue jeans must be clean and in good repair if allowed by department superintendent.
 - iii. JWSC will not purchase and/or provide blue jeans for employees to wear.
 - iv. Shorts may be allowed by discretion of department superintendent and applicable safety protocols.
 - v. Shorts must be clean and in good repair if allowed by department superintendent.
 - vi. JWSC will not purchase and/or provide shorts for employees to wear.
 - h. One (1) light fall/winter jacket with JWSC logo and high visibility striping
 - i. One (1) heavy winter jacket with JWSC logo and high visibility striping
- (2) Annually, at the beginning of the fiscal year, Category I employees will be given a \$250 allotment to order uniforms from the JWSC to replace existing used uniforms.
- (3) Depending on the type of shirt worn by the employee, employee will be required to wear a high visibility mesh vest as required for safely working in roadways.
- (4) Category I employees will be provided with up to \$125 towards the purchase of safety-toed work boots each year. Purchases must be made through JWSC-approved vendors. If an employee purchases boots that exceed \$125, the difference may be deducted from the employee's paycheck until paid in full.
- (5) Baseball style hats with the JWSC logo may be available for purchase from the employee's annual uniform budget. Baseball style hats without the JWSC logo may not be worn.

- (6) Employee uniforms will not be laundered by the JWSC. Laundry facilities are available at the Academy Creek Water Pollution Control Facility and the Systems Pumping and Maintenance Operations Building should an employee wish to utilize this equipment for the laundering of JWSC-purchased uniforms only.

B. Category II Employees will wear JWSC provided uniforms while on duty.

- (1) Upon employee hiring or in the case that the employee's job class is newly identified as a Category II class, employees will be provided with the following initial inventory of uniforms:

- a. Seven (7) gray or navy golf-style shirts with JWSC logo
 - i. Options with reflective striping will be available
- b. Seven (7) pairs blue or khaki slacks in style of Dockers or other makers of cotton, synthetic, wool or flannel pants
- c. One (1) light fall/winter jacket with JWSC logo and high visibility striping
- d. One (1) heavy winter jacket with JWSC logo and high visibility striping

OR:

- e. Four (4) gray or navy golf-style shirts with JWSC logo
 - i. Options with reflective striping will be available
- f. Three (3) gray or navy dress shirts with JWSC logo
 - i. Options with reflective striping will be available
- g. Seven (7) pairs blue or khaki slacks in style of Dockers or other makers of cotton, synthetic, wool or flannel pants
- h. One (1) light fall/winter jacket with JWSC logo and high visibility striping
- i. One (1) heavy winter jacket with JWSC logo and high visibility striping

- (2) Annually, at the beginning of the fiscal year, Category II employees will be given a \$150 allotment to order uniforms from the JWSC to replace existing used uniforms.
- (3) Employees will be required to wear a high visibility mesh vest as required for safe working in roadways.
- (4) Category II employees will be provided with up to \$125 towards the purchase of safety-toed work boots each year. Purchases must be made through JWSC-approved vendors. If an employee purchases boots that exceed \$125, the difference will be deducted from the employee's paycheck until paid in full.
- (5) Baseball style hats with the JWSC logo may be available for purchase from the employee's annual uniform budget. Baseball style hats without the JWSC logo may not be worn.
- (6) Employee uniforms will not be laundered by the JWSC. Laundry facilities are available at the Academy Creek Water Pollution Control Facility and the Systems Pumping and Maintenance Operations Building should an employee wish to utilize this equipment for the laundering of JWSC-purchased uniforms only.

C. Category III Employees will not be provided JWSC uniforms and are responsible for compliance with applicable dress codes.

- (1) There may be situations where it would be beneficial for a Category III employee to have

JWSC-logoed apparel. Should a specific job classification included in Category III require this apparel, it will be provided by the JWSC and replaced as necessary. Approval for these purchases must be obtained through the Executive Director.

- (2) A business casual dress code, at a minimum, is appropriate for Category III employees Monday through Thursday.
 - a. Appropriate business casual dress:
 - i. Clothing that projects a professional image. All clothing shall be clean, pressed and without tears, patches, rips, or holes.
 - ii. Slacks, dress pants, or pants similar in style to Dockers or other makers of cotton, synthetic, wool or flannel pants.
 - iii. Casual shirts, dress shirts, sweaters, vests, golf-type shirts, and turtlenecks.
 - iv. Suit jackets and sport jackets.
 - v. Dress shoes, dress boots, and open toe shoes (excluding flip flops)
- (3) A casual dress code is acceptable for JWSC employees on Fridays. Employees are expected to present a neat appearance and will not wear items classified as "Unacceptable Attire."
 - a. Appropriate casual Friday dress:
 - i. Jeans/denim skirts in good condition (i.e. not ripped or tattered)
 - ii. Sweatshirts/t-shirts
 - iii. Casual dresses and skirts
 - iv. Football team attire will be allowed on the day of, or the Friday before, games.
 - b. Unacceptable Attire:
 - i. Clothing that is tight, sheer, or otherwise reveals the midriff, buttocks, or cleavage.
 - ii. Clothing that is so loose/baggy that undergarments or skin are visible when moving around, bending, or reaching.
 - iii. Clothing that contains offensive words, cartoons, images or that references drugs, alcohol, weapons, violence, adult style commentary or promotes specific products.
 - iv. Clothing that contains political statements, slogans, or campaign-related information.
 - v. If an employee may influence the determination of a contract with a vendor, the employee will not wear any type of clothing, footwear or headgear that contains the name of the company or corporation that the BGJWSC contracts with or uses as a vendor.
 - vi. Blue denim jeans (with the exception of casual Fridays), bib overalls, sweatpants, exercise pants, warm-up suits, and any spandex-like material pants.
 - vii. Shorts/culottes/skorts, tight skirts, mini-skirts, strapless dresses, and spaghetti strap shirts/dresses, midriff tops, halter tops, and tube tops.
 - viii. Shower footwear, flip flops, or slippers.
 - ix. Any tattoos that are or may be interpreted as offensive (profanity, weapons, violence, nudity, blood, etc.) are to be covered by clothing or a bandage.
 - x. Baseball style hats



Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn County Joint Water & Sewer Commission
From: Andrew Burroughs, P.E., Executive Director
Date: Thursday, December 17, 2020
Re: APPROVAL – Contract Award -Elevated Storage Tank Rehabilitation for Prince St & Demere Rd

Background

The Brunswick Glynn Joint Water & Sewer Commission released Invitation for Bid No. 21-010 Elevated Storage Tank Rehabilitation for Price Street (Project 2012) & Demere Road (Project 2013) on Friday, October 30, 2020. The scope of work entails construction related to the repair and painting of two (2) elevated storage tanks. Prince Street will be taken down to bare metal and repainted. Demere Road will be given a top coat.

Staff Report

A mandatory pre-bid teleconference was held for prospective bidders on Tuesday, November 17, 2020 and was attended by 16 firms. Bids were received on Tuesday, December 1, 2020. Three bids were received as listed below:

<u>Firm</u>	<u>Bid Price</u>
Tank Pro, LLC	\$876,837.00
Classic Protective Coatings, Inc	\$916,100.00
Southern Road & Bridge, LLC	\$1,376,000.00

Several alternates and extra work items were included on the Bid Form for this project. Based on the attached Bid Tab, JWSC staff recommends accepting Extra Work Items AE3-AE10, including the cash allowances, and foregoing the 5% Supplemental Work Allowance in each bid. Based on the base bid calculations for the two tanks, cash allowances, and the Extra Work Items AE3-AE10, the low bidder is Tank Pro, LLC with a bid of \$876,837.00. The funding for this project will come from allocated R&R funds. This item was presented to the Facilities Committee on December 16, 2020.

Funding

<u>Project</u>	<u>Source</u>	<u>Amount</u>	<u>Bid Price*</u>	<u>Remaining*</u>
Prince Street	R&R	\$550,000.00	\$483,121.00	\$66,879.00
Demere Road	R&R	\$500,000.00	\$275,216.00	\$224,784.00
Total		\$1,050,000.00	\$758,337.00	\$291,663.00

*Does not include extra work items recommended. These will be charged out to the appropriate tank at time of need.

Recommended Action

JWSC staff recommends awarding the contract for Elevated Storage Tank Rehabilitation for Prince Street (Project 2012) and Demere Road (Project 2013) to Tank Pro, LLC in the amount of \$876,837.00. Staff believes this price to be reasonable for the scope of work as described in the solicitation.

Recommended Motion

"I move that the Brunswick-Glynn County Joint Water and Sewer Commission award a contract in the amount of \$876,837.00 to Tank Pro, LLC for the Elevated Storage Tank Rehabilitation for Prince Street and Demere Road"

Enclosures

Bid Tab

Brunswick-Glynn Joint Water & Sewer Commission
IFB No. 21-010
Elevated Storage Tank Rehabilitation - Prince Street & Demere Road

Demere Road Elevated Storage Tank				Tank Pro, Inc.		Classic Protective Coatings, Inc.		Southern Road & Bridge, LLC	
Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Mobilization, Demobilization, Insurance & Bonds	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 7,400.00	\$ 7,400.00	\$ 10,000.00	\$ 10,000.00
A2	Interior Repair and Painting	1	LS	\$ 121,000.00	\$ 121,000.00	\$ 165,100.00	\$ 165,100.00	\$ 285,000.00	\$ 285,000.00
A3	Exterior Repair and Painting	1	LS	\$ 134,216.00	\$ 134,216.00	\$ 113,500.00	\$ 113,500.00	\$ 185,000.00	\$ 185,000.00
A4	JWSC Lettering and Logos	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
A5	Lead/Asbestos/Hazmat Testing and Abatement (If Necessary)	5000	EACH	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
SUB-TOTAL DEMERE ROAD					\$270,216.00	\$296,000.00		\$495,000.00	

Prince Street Elevated Storage Tank

Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1	Mobilization, Demobilization, Insurance & Bonds	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
B2	Interior Repair and Painting	1	LS	\$ 165,000.00	\$ 165,000.00	\$ 175,200.00	\$ 175,200.00	\$ 350,000.00	\$ 350,000.00
B3	Exterior Repair and Painting	1	LS	\$ 288,621.00	\$ 288,621.00	\$ 278,900.00	\$ 278,900.00	\$ 375,000.00	\$ 375,000.00
B4	City of Brunswick Lettering and Logos	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
B5	JWSC Lettering and Logos	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
B6	Lead/Asbestos/Hazmat Testing and Abatement (If Necessary)	7500	EACH	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00
SUB-TOTAL PRINCE STREET					\$478,121.00	\$482,600.00		\$752,500.00	
SUB-TOTAL BASE BID					\$748,337.00	\$778,600.00		\$1,247,500.00	
5% SUPPLEMENTAL WORK ALLOWANCE					\$37,416.85	\$38,930.00		\$62,375.00	
TOTAL BASE BID					\$785,753.85	\$817,530.00		\$1,309,875.00	

Alternate and Extra Work Items

Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
AE1	Demere EST Finish Coat Alternate	1	LS	NO BID	NO BID	\$ 344,300.00	\$ 344,300.00	\$ 50,000.00	\$ 50,000.00
AE2	Prince EST Finish Coat Alternate	1	LS	\$ 80,893.00	\$ 80,893.00	\$ 438,800.00	\$ 438,800.00	\$ 60,000.00	\$ 60,000.00
AE3	Extra Welding Repair, All Weld Sizes	1000	LF	\$ 6.00	\$ 6,000.00	\$ 15.00	\$ 15,000.00	\$ 6.00	\$ 6,000.00
AE4	Extra Epoxy Caulking at Badly Pitted Surfaces	200	GAL	\$ 150.00	\$ 30,000.00	\$ 150.00	\$ 30,000.00	\$ 150.00	\$ 30,000.00
AE5	Extra 6-inch Diameter Floor and Roof Patches Including Welding in Place and Grinding Smooth	200	EACH	\$ 75.00	\$ 15,000.00	\$ 75.00	\$ 15,000.00	\$ 75.00	\$ 15,000.00
AE6	Extra Structural Members, Roof Rafter, and All Supporting Structures, Including Removal and Disposal of Old Members	1500	LBS	\$ 10.00	\$ 15,000.00	\$ 10.00	\$ 15,000.00	\$ 10.00	\$ 15,000.00
AE7	Extra Shell Plates, Including Removal and Disposal of Old Plates	1500	LBS	\$ 10.00	\$ 15,000.00	\$ 10.00	\$ 15,000.00	\$ 10.00	\$ 15,000.00
AE8	Extra Roof Plates, Including Removal and Disposal of Old Plates	1500	LBS	\$ 10.00	\$ 15,000.00	\$ 10.00	\$ 15,000.00	\$ 10.00	\$ 15,000.00
AE9	Extra Floor Plates, Including Removal and Disposal of Old Plates	1500	LS	\$ 10.00	\$ 15,000.00	\$ 10.00	\$ 15,000.00	\$ 10.00	\$ 15,000.00
AE10	Extra 3/4-inch PVC Schedule 80 Conduit	300	LF	\$ 25.00	\$ 7,500.00	\$ 25.00	\$ 7,500.00	\$ 25.00	\$ 7,500.00
SUB-TOTAL ALTERNATE AND EXTRA WORK ITEMS					\$199,393.00	\$910,600.00		\$228,500.00	

Cash Allowances

Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
CASH1	City of Brunswick Code Enforcement and Building Permit(s)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
CASH2	Glynn County Code Enforcement and Building Permit(s)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL CASH ALLOWANCES					\$10,000.00	\$10,000.00		\$10,000.00	

To the best of my knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.

Andrew Burroughs, P.E., Georgia Registration No. 042863



Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn County Joint Water & Sewer Commission
From: Andrew Burroughs, P.E., Executive Director
Date: Thursday, December 17, 2020
Re: APPROVAL – Contract Award - Inspection Services for Elevated Storage Tank Rehabilitation

Background

The Brunswick-Glynn Joint Water & Sewer Commission released Invitation for Bid No. 21-010 Elevated Storage Tank Rehabilitation for Price Street (Project 2012) & Demere Road (Project 2013) on Friday, October 30, 2020. The scope of work entails construction related to the repair and painting of two (2) elevated storage tanks. Prince Street will be taken down to bare metal and repainted. Demere Road will be given a top coat. Chapman Technical Services (Chapman) has provided ongoing inspection services for all JWSC elevated and ground storage tanks for several years. Through these inspections, the JWSC has been able to effectively prioritize tanks for maintenance and rehabilitation.

Staff Report

Given Chapman's familiarity with the elevated storage tanks that are being rehabilitated, staff solicited a proposal from Chapman to perform construction inspection services while the Prince Street and Demere Road tanks are being rehabilitated. Tank inspection services are a specialty service and Chapman brings considerable experience in providing these services. JWSC staff recommends accepting Chapman's proposal for these inspection services in the amount of \$29,500.00. The funding for this project will come from allocated R&R funds. This item was presented to the Facilities Committee on December 16, 2020.

Funding

<u>Project</u>	<u>Source</u>	<u>Amount</u>	<u>Rehab Price*</u>	<u>Inspection</u>	<u>Remaining*</u>
Prince Street	R&R	\$550,000.00	\$483,121.00	\$16,000.00	\$50,879.00
Demere Road	R&R	\$500,000.00	\$275,216.00	\$13,500.00	\$211,284.00
Total		\$1,050,000.00	\$758,337.00	\$29,500.00	\$262,163.00

*Does not include extra work items recommended. These will be charged out to the appropriate tank at time of need.

Recommended Action

JWSC staff recommends awarding the contract for Elevated Storage Tank Rehabilitation for Prince Street (Project 2012) and Demere Road (Project 2013) Chapman Technical Services, LLC in the amount of \$29,500.00. Staff believes this price to be reasonable for the scope of work.

Recommended Motion

"I move that the Brunswick-Glynn County Joint Water and Sewer Commission award a contract in the amount of \$29,500.00 to Chapman Technical Services, LLC for construction inspection services for the Elevated Storage Tank Rehabilitation for Prince Street and Demere Road."

Enclosures

Chapman Technical Services Proposal



5858 Vaughn Dr E
Satsuma, AL 36572
251-442-5911

December 08, 2020

Brunswick Glynn County JWSC
1703 Gloucester St.
Brunswick, GA 31520

RE: IFB No. 21-010 Elevated Storage Tank Rehabilitation for BGJWSC Prince Street & Demere Road – Coatings Quality Control

Chapman Technical Services is pleased to provide the following quote for bid document review and construction inspection for the above referenced project.

Scope of work includes:

Prince Street Tank – Full blast and Rehab System

1. Construction inspection with following inspection schedule:

- a. Inspection 1-6 – Interior blast prior to priming inside and outside of water tank.
- b. Inspection 7-11 – Exterior blast inspection.
- c. Inspection 12 -16 -Periodical inspections to see progress of work and check thickness of intermediate and final coats.
- d. Inspection 17 -Holiday detect inside of tank. The rigging will have to be in place for this to take place. This will include a follow up inspection if holidays are detected.
- e. Inspection 18 - Substantial Completion Inspection.
- f. Inspection 19 -Final Inspection.
- g. Inspection 20 - 11 Month Warranty Inspection

Lump Sum Price: \$16,000

Demere Road Tank – Over Coat System

1. Construction inspection with following inspection schedule:

- a. Inspection 1-5 – Interior blast prior to priming inside and outside of water tank.
- b. Inspection 6-8 – Exterior pressure wash, spot tool, spot prime.
- c. Inspection 9 -14 -Periodical inspections to see progress of work and check thickness of intermediate and final coats.
- d. Inspection 15 -Holiday detect inside of tank. The rigging will have to be in place for this to take place. This will include a follow up inspection if holidays are detected.
- e. Inspection 16 - Substantial Completion Inspection.
- f. Inspection 17 -Final Inspection.
- g. Inspection 18- 11 Month Warranty Inspection

Lump Sum Price: \$13,500

Clarifications:

1. The inspections listed above are typical, the quantity may vary depending on the circumstances.
2. Price includes daily reports with weather conditions, coatings testing, site conditions, deficiencies, and pictures of activities.
3. Price includes review of, participation with pre-con meeting and construction up-date meetings, contractor submittals, review of contractor pay request, review of contractor change orders, and provide clarifications on issues that come up during construction.

If you have any questions, please let me know.

Ed Chapman, PE

Chapman Technical Services, LLC



Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn County Joint Water & Sewer Commission
From: Andrew Burroughs, Executive Director
Date: Thursday, December 17, 2020
Re: APPROVAL – Engineering Services for PS 2002 Force Main Replacement

Background

PS 2002 is located on Arnold Road on St. Simons Island. The first leg of the existing force main is an approximately 1300 linear foot 10” cast iron force main that has suffered repeated failures. Further complicating the issue, the force main is currently down the centerline of Arnold Road. Failures require the closing of Arnold Road until repairs and paving can be completed. The proposed solution is to install a new PVC or HDPE force main in the public ROW of Arnold Road until the connection point at Mallery Street. These improvements can be constructed with no impact on the pump station operation until the tie-in to the new force main is made.

Staff has contacted multiple engineering firms and solicited proposals for engineering services for the survey, design, and construction administration of this project. Given the location of installation near the marsh and the high visibility of the project, staff requested firms to include full-time construction observation services for the project.

Staff Report

Staff has reviewed the proposals submitted for the scope of work requested for schedule and cost. Based upon the submitted proposals, staff recommends awarding a contract for engineering services for the Pump Station 2002 Force Main Replacement Project to T.R. Long Engineering, P.C. The selected firm has completed one survey project for the JWSC recently and were utilized as a subcontractor for surveying and subsurface utility engineering services on another JWSC project. To date, staff has been very pleased with the quality and timeliness of the work received from the firm. The selected firm has allotted 90 days for surveying and design of the force main, of which 30 days is built-in for JWSC review of the design drawings.

Proposals reviewed by staff for this project ranged in cost from \$38,235 to \$77,930 with design completion ranging from 90 days to 150 days. This item was presented to the Facilities Committee on December 16, 2020.

Funding Source

<u>Project</u>	<u>Source</u>	<u>Amount</u>	<u>Engineering</u>	<u>Remaining</u>
PS 2002 FM Replacement	R&R	\$500,000.00	\$38,235.00	\$461,765.00

Recommended Action

JWSC staff recommends awarding a contract to T.R. Long Engineering for engineering and construction administration services for the PS 2002 Force Main Replacement Project in the amount of \$38,235.00.

Recommended Motion

“I move that the Brunswick-Glynn County Joint Water and Sewer Commission award a contract to T.R. Long Engineering in the amount of \$38,235.00 for engineering and construction administration services for the Pump Station 2002 Force Main Replacement project.”

Enclosures

T.R. Long Engineering Proposal

T. R. Long Engineering, P.C.

114 North Commerce Street
Hinesville, Georgia 31313
(912) 368-5664 Office
(912) 368-7206 FAX



308 Commercial Drive, Suite 100
Savannah, Georgia 31406
(912) 335-1046 Office
(912) 335-1642 FAX

December 9, 2020 (Revised)

Mr. Andrew Burroughs, P.E.
Brunswick-Glynn County Joint Water & Sewer Commission
1703 Gloucester St
Brunswick, GA 31520

Re: Proposal for Engineering Services
PS 2002 Force Main Design
Arnold Road, St. Simons Island

Dear Mr. Burroughs,

Thank you for the opportunity to provide a proposal for engineering services for the above referenced project. This letter outlines my understanding of the project, identifies the proposed scope of services, and provides a quote for engineering services.

It is my understanding that the Brunswick-Glynn County Joint Water and Sewer Commission is planning to install a new plastic force main in the right-of-way along Arnold Road. The proposed work will be designed to meet the requirements of the Brunswick-Glynn County Joint Water & Sewer Commission and the State of Georgia.

T. R. Long Engineering, P.C. will provide surveying services to prepare a base drawing from which to prepare the construction drawings and upon which to base the design of the proposed improvements. The survey will include a location of the existing right of way, the location of existing structures and facilities and a complete topographical survey. Subsurface Utility Engineering will not be performed. Utility locates will be requested from the respected agencies and the above ground markings will be surveyed. Elevations of utilities that are obtainable through normal surveying methods will be measured and presented.

T. R. Long Engineering, P.C. will provide engineering services to design the proposed force main and prepare construction plans and documents. The final construction plans will include:

- Plans showing existing conditions and topographic information.
- Routing, layout and grading of the proposed force main including profiles.
- Sanitary Sewer – structure location, pipe size and slope, inverts, and elevation views
- Erosion and Sedimentation Control – based on state and local requirements
- Construction Details

The Engineer will assist the Owner with the preparation of submittal packages for the site approval. The Engineer will submit final plans and specifications to the applicable local and state agencies for review. Agency submittals anticipated for this project include:

- Brunswick-Glynn County Joint Water & Sewer Commission
- Georgia Environmental Protection Division

T. R. Long Engineering, P.C. will aid with project bidding and procurement of a qualified contractor for the project.

Submittal fees are not included in our fee schedule and will be provided by the Owner at the time of submittal. The Engineer will assist the Owner in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments and if requested, meeting with the agencies on behalf of the Owner.

During site construction, the Engineer will provide a qualified on-site construction inspector for the duration of the project. Engineering services will be provided to supervise the on-site inspector and resolve construction issues. The inspector will provide daily logs and weekly reports of the work as it progresses. Such construction observation will not require the Engineer to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process.

Upon completion, the Engineer will prepare record drawings for the completed work. The record drawings will include a field survey of the improvements as well as drawings documenting the location of the facilities.

T. R. Long engineering proposes to provide engineering services for the preparation of the construction documents within a 90-day period following the Notice to Proceed. This timeline allows approximately 30-days of review by the Brunswick-Glynn County Joint Water & Sewer Commission. We propose the following break-down of time:

30% Plan – 30 Days from Notice to Proceed
60% Plan – 14 Days from Receipt of Comments
100% Plan - 16 Days from Receipt of Comments

The time for bidding assistance will vary based on the schedule established by the Brunswick-Glynn County Joint Water & Sewer Commission. The time of service for construction inspection will be dependent of the construction schedule. We have estimated six-weeks of full-time inspection.

Engineering fees for this project will be based on the rates shown in the table below. Fees that are required by the permitting agencies are not included.

Survey:

Registered Land Surveyor (14 hours @ \$105.00/hour)	\$ 1,470.00
Survey Crew (40 hours @ \$100.00/hour)	\$ 4,000.00
Clerical (4 hours @ \$40.00/hour)	\$ 160.00
<i>Total Survey</i>	<i>\$ 5,630.00</i>

Construction Plans and Bid Documents:

Specific Development Plans	\$ 4,900.00
Plan Submission and Permit Coordination	\$ 1,550.00
Bid Documents and Bid Assistance	\$ 1,500.00
<i>Total Preconstruction Planning</i>	<i>\$ 7,950.00</i>

Construction Inspection:

Hours are based on the request for fulltime inspection and will be billed hourly, the hours can be adjusted at the request of the Joint Water and Sewer Commission.

Senior Engineer (16 hours @ \$150.00/hour)	\$ 2,400.00
Fulltime Project Inspector (240 hours @ \$75.00/hour)	\$18,000.00
Clerical (16 hours @ \$40.00/hour)	\$ 640.00
Total Estimated Construction Observation	\$21,040.00

Record Drawing Preparation:

Senior Engineer (1 hour @ \$150.00/hour)	\$ 150.00
Registered Land Surveyor (1 hours @ \$105.00/hour)	\$ 105.00
Survey Crew (8 hours @ \$100.00/hour)	\$ 800.00
Project Engineer (8 hours @ \$100.00/hour)	\$ 800.00
CAD Operator (8 hours @ \$75.00/hour)	\$ 600.00
Clerical (4 hours @ \$40.00/hour)	\$ 160.00
Total Record Drawing	\$ 2,615.00

Estimated Expense Budget (for Mileage and Copies) \$ 1,000.00

Total not to exceed without written authorization \$38,235.00

In the event that the Owner requests items outside the Scope of Services, additional services will be available on a time & expense basis. The following hourly rates apply:


Senior Engineer	\$ 150.00/hour
Project Engineer	\$ 100.00/hour
Registered Land Surveyor	\$ 105.00/hour
Survey Crew	\$ 100.00/hour
CADD Draftsman/GIS Operator	\$ 75.00/hour
Project Inspector	\$ 75.00/hour
Clerical	\$ 40.00/hour
Mileage	\$ 0.55/mile
Large Document Copies	\$ 3.00/sheet

Easement documents, if needed can be prepared on behalf of the Brunswick-Glynn County Joint Water & Sewer Commission. The fee for the preparation of these documents will be based on a rate of \$500.00 each. This includes time for the registered land surveyor, a draftsman and clerical assistance. It does not include filing fees.

Please review this proposal at your convenience. We will be happy to provide any additional information that you may require. We will also be happy to meet with you regarding our firm and this proposal.

Should you have any questions, comments or need additional information please contact me.

Sincerely,


Trent R. Long, P.E.

CLIENT: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – These Standard Provisions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing. It is contemplated that this Agreement may be superseded by a standard form of Owner/Engineer agreement.
2. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by ENGINEER ("Documents") are instruments of ENGINEER'S services that shall remain ENGINEER'S property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without ENGINEER'S express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to ENGINEER'S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless ENGINEER from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
3. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in the Agreement, ENGINEER will provide personnel to determine in general whether construction is proceeding in a manner consistent with the Documents. ENGINEER is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.

In the event that ENGINEER'S scope of services does not include design phase services, ENGINEER shall not be responsible for the accuracy, completeness or adequacy of the design. Under such circumstances, the Client agrees to defend, indemnify, and hold harmless ENGINEER from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from the design of the Project.

4. **STANDARD OF CARE** – ENGINEER and its sub-consultants will exercise that degree of care and skill ordinarily exercised by similarly situated Engineers and engineers practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. ENGINEER shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **OPINION OF PROBABLE COSTS** – When required as part of our services, ENGINEER will furnish opinions of probable cost but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by ENGINEER hereunder will be made on the basis of ENGINEER'S experience and qualifications and will represent ENGINEER'S judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that ENGINEER does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate further work by ENGINEER. The Client shall remain liable for and shall promptly pay ENGINEER for all services rendered to the date of suspension or termination.

ENGINEER may suspend or terminate this Agreement upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of suspension.

7. **LIABILITY** – ENGINEER will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that ENGINEER'S total aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total amount recoverable from such insurance.
8. **BILLING AND PAYMENT** – Client shall pay ENGINEER in accordance with the rates and charges set forth in the Proposal. ENGINEER will submit to Client, on a monthly basis, an invoice of services rendered, and expenses incurred during the previous period. Payment will be due upon receipt of ENGINEER'S invoice. In the event Client fails to pay ENGINEER within thirty (30) days after invoices are rendered, Client agrees that ENGINEER shall have the right to consider that event a breach of this Agreement and upon seven (7) days written notice, the duties, obligations and responsibilities of ENGINEER under this Agreement may be either suspended or terminated.

- 9. CONSEQUENTIAL DAMAGES** – ENGINEER and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

10. MISCELLANEOUS

Governing Law: The substantive laws of Georgia shall govern any disputes between ENGINEER and the Client arising out of the interpretation and performance of this Agreement.

Mediation: ENGINEER and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

ENGINEER Reliance: Unless otherwise specifically indicated in writing, ENGINEER shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in ENGINEER'S having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or ENGINEER. ENGINEER's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against ENGINEER because of this Agreement or ENGINEER's performance of services hereunder.

Environmental – The ENGINEER assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

Insurance- The Owner shall require the Contractor to name the ENGINEER and any Sub-consultants as additional insured on the Contractor's Commercial General Liability policy on a primary and noncontributory basis.

Permits and Approvals – It is the responsibility of the Owner to obtain all necessary permits and approvals. The ENGINEER will assist the Owner as mutually agreed in writing.

Rejection of Nonconforming Work – The ENGINEER shall have the authority, but not the responsibility, to reject nonconforming work. The ENGINEER shall bring any known non-conforming work to the attention of the Client as soon as reasonably possible.

Stop Work Authority – The ENGINEER has no stop work authority.



Brunswick-Glynn County Joint Water and Sewer Commission

Memo

To: Brunswick-Glynn Joint Water & Sewer Commission – **Board of Commissioners**
From: Todd Kline, P.E., Director of Engineering
Date: 17 December 2020
Re: Capital Project #417 – **Ridgewood Water Production Facility; C.O. #1 (time extension)**

Overview

- **Who:** Southern Civil, LLC (Contractor); Elmo A. Richardson, Jr., P.E., LLC (EOR)
- **What:** Time (only) extension request.
 - Notice to Proceed
 - February 17, 2020
 - Date of Final Completion December 13, 2020 (300 days).
 - 30 Day time extension requested.
 - Proposed, *adjusted* final completion **January 12, 2021**.
- **Why:** Project delays claimed by Contractor (see attached letter).
- **Contract Amount (Funding):** \$1,398,532.00 (R&R Reserve)

Staff Report

On December 3rd, JWSC staff received a letter from Southern Civil, LLC which included a project time extension request in the amount of 30 days. The Contractor has cited several reasons for delays in their progress including weather, work order delays, and sub-contractor delays. The project Engineer of Record conducted routine (generally, bi-weekly) progress meetings with the Contractor, during which the schedule and progress are thoroughly discussed. The JWSC has notified the Engineer of Record and Contractor in writing on several occasions that noted (see attached), with requests to update project schedule for completion. This request from Southern Civil, LLC is for a time extension only; no cost increase. The project is expected to complete within budget. The work completed by the Contractor, to date, has been satisfactory and per contract requirements.

Recommended Action

Staff has reviewed the request from Southern Civil, LLC and recommends approval of a Change Order #1 time (only) extension request with an adjusted final completion date of **January 12, 2021**.

Recommended Motion

I move that the Brunswick Glynn County Joint Water & Sewer Commission approve the above described Change Order #1, for time extension.

Attachments:

- 1) Time Extension Request Letter from Contractor (12/03/2020)
- 2) Time Extension Review/Negotiations Email correspondences (12/03/2020 to 12/07/2020)
- 3) Final Close Schedule/Items Notification Email Correspondences (11/17/2020 to 11/24/2020)



P.O. Box 9, Townsend, GA 31331

December 3, 2020

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

ATTENTION: Elmo Richardson

REFERENCE: Ridgewood Water Production Facility
Contract Time Extension

Dear Elmo,

As requested, we are submitting the following information documenting lost work days for the above referenced project:

Rain Days (The following days experienced a minimum of 1/4" or Greater of Rain Fall):

- February 6th, 13th, 20th & 25th
- March 4th & 5th
- April 13th, 20th, 23rd & 24th
- May 20th & 26th
- June 8th, 12th & 23rd
- July 6th, 24th, 29th & 30th
- August 6th & 24th
- September 7th, 9th, 11th, 16th, 17th, 25th, 28th & 29th
- October 21st, 23rd & 29th
- November 10th

Work Order Days:

- Work Order #1 Concrete Testing
 - o Additional Days = None
- Work Order #2 Additional Check Valve and Pump Column
 - o Additional Days = 1 Day
- Work Order #3 Additional Expansion Fitting & Additional Water Main/Tie-In
 - o Additional Days = 5 Days

Gas Service Delay:

- Gas Service Delay
 - o Additional Days = 14 Days

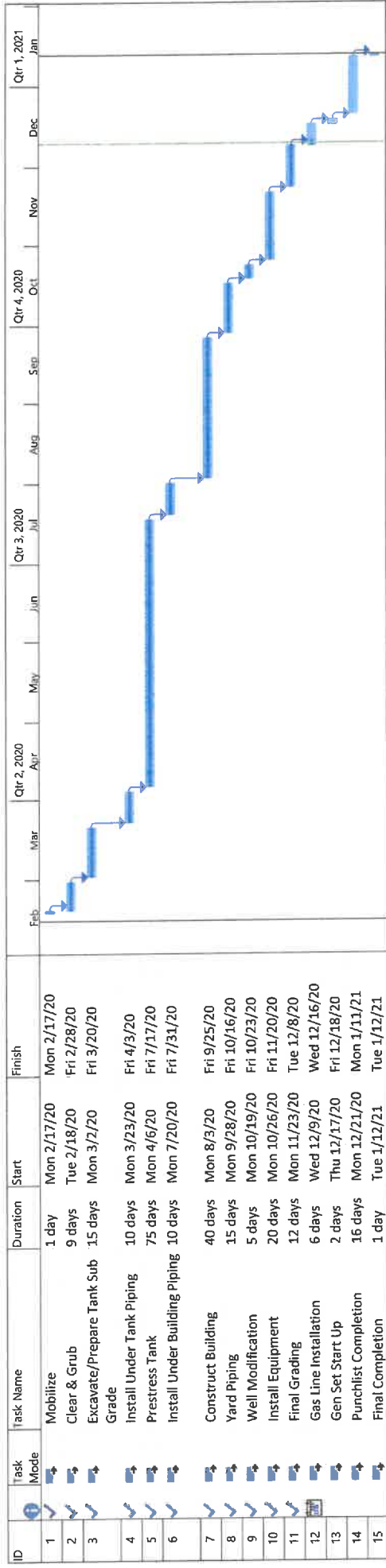
Total Requested Days = 30 Days

If you have any questions or comments, please feel free to contact me.

Thanks,

A handwritten signature in blue ink that reads 'Matt Deal'.

Matt Deal
Southern Civil, LLC
Phone: (912) 334-0540
Email: mdeal@southerncivilllc.com



Project: Ridgewood WTF_01162

Date: Thu 12/10/20

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Jason Vo

From: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Sent: Monday, December 7, 2020 10:25 AM
To: Jason Vo
Cc: Todd Kline; 'Matt Deal'; srearley@southerncivilllc.com; 'Blake Patterson'; 'Steve Belcher'
Subject: FW: Ridgewood Time Extension Draft
Attachments: Time Extension_12032020.pdf

Jason,

Attached is the revised Extension Request of 30 days. I recommend that the 30 day extension be approved.

Elmo Richardson, PE

From: Matt Deal [mailto:mdeal@southerncivilllc.com]
Sent: Monday, December 07, 2020 10:09 AM
To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Subject: RE: Ridgewood Time Extension Draft

See attached. I don't understand but none the less it's attached.

Thanks,

Matt Deal

Matt Deal
Southern Civil, LLC
Cell: (912) 334-0540
Office: (912) 832-4465
Web Site: www.southerncivilllc.com



From: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Sent: Monday, December 7, 2020 9:15 AM
To: Matt Deal <mdeal@southerncivilllc.com>
Subject: FW: Ridgewood Time Extension Draft

Matt, please revise your request to 30 days as recommended by the "Engineer".

From: Elmo A. Richardson, Jr. [<mailto:elmoar@bellsouth.net>]
Sent: Monday, December 07, 2020 9:12 AM
To: 'Jason Vo' <Vo@bgjwsc.org>
Cc: 'Todd Kline' <TKline@bgjwsc.org>; 'Steve Belcher' <srbel@windstream.net>; 'Mike Fields' <MFields@bgjwsc.org>
Subject: RE: Ridgewood Time Extension Draft

Will do. Thanks.

From: Jason Vo [<mailto:JVo@bgjwsc.org>]
Sent: Monday, December 07, 2020 9:05 AM
To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Cc: Todd Kline <TKline@bgjwsc.org>; Steve Belcher <srbel@windstream.net>; Mike Fields <MFields@bgjwsc.org>
Subject: Re: Ridgewood Time Extension Draft

Hello Elmo,

The request says 53 days in their letter. Can you please have them revised it for 30 days?

Thanks!
JVo

Sent from my iPhone

On Dec 7, 2020, at 8:57 AM, Elmo A. Richardson, Jr. <elmoar@bellsouth.net> wrote:

Good morning Todd,

Attached is a request from Southern Civil to extend the Completion Date for the Ridgewood WPF 53 days. I have reviewed the request and discussed it with Steve Rearley. I talked with Blake Patterson this morning and he feels that they are very close to "Substantial Completion" this week. Steve and Blake feel they will be complete before the end of December.

I recommend a Contract Extension of 30 calendar days. Based on the current completion date of 12/13/2020 the extension completion date would be January 12, 2021. Please let me know if you have any questions.

Elmo Richardson, PE

From: Matt Deal [<mailto:mdeal@southerncivilllc.com>]
Sent: Thursday, December 03, 2020 4:46 PM
To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Cc: Blake Patterson <bpatterson@southerncivilllc.com>
Subject: RE: Ridgewood Time Extension Draft

See attached.

Thanks,

Matt Deal

Matt Deal
Southern Civil, LLC
Cell: (912) 334-0540
Office: (912) 832-4465

Web Site: www.southerncivilllc.com

<image004.jpg>

From: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Sent: Thursday, December 3, 2020 4:33 PM
To: Matt Deal <mdeal@southerncivilllc.com>
Cc: Blake Patterson <bpatterson@southerncivilllc.com>
Subject: RE: Ridgewood Time Extension Draft

Matt,

Please add a statement that the rain days listed are ¼ inch or greater.

Elmo

From: Matt Deal [<mailto:mdeal@southerncivilllc.com>]
Sent: Thursday, December 03, 2020 9:01 AM
To: Elmo Richardson <elmoar@bellsouth.net>
Cc: Blake Patterson <bpatterson@southerncivilllc.com>
Subject: Ridgewood Time Extension Draft

Elmo,
Please see the attached time extension document and respond with your thoughts.

Thanks,

Matt Deal

Matt Deal
Southern Civil, LLC
Cell: (912) 334-0540
Office: (912) 832-4465
Web Site: www.southerncivilllc.com
<image004.jpg>

<Time Extension.pdf>

Jason Vo

From: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Sent: Monday, December 7, 2020 12:42 PM
To: Todd Kline
Cc: Jason Vo
Subject: RE: Ridgewood Time Extension Draft

Thanks. It will probably be okay but close. With what we have invoiced we have \$9,306.49 remaining. I'll do another invoice tomorrow and have a better idea. The billing tomorrow will be approximately \$2,100 with approximately \$7,200 remaining with our fee.

From: Todd Kline [mailto:TKline@bgjwsc.org]
Sent: Monday, December 07, 2020 12:11 PM
To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Cc: Jason Vo <JVo@bgjwsc.org>
Subject: RE: Ridgewood Time Extension Draft

Elmo,
Thank you for documenting this. If approved and extends the project by 30 days, would you foresee any increases to the engineering budget being necessary?

Todd

From: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Sent: Monday, December 7, 2020 10:25 AM
To: Jason Vo <JVo@bgjwsc.org>
Cc: Todd Kline <TKline@bgjwsc.org>; 'Matt Deal' <mdeal@southerncivilllc.com>; srearley@southerncivilllc.com; 'Blake Patterson' <bpatterson@southerncivilllc.com>; 'Steve Belcher' <srbel@windstream.net>
Subject: FW: Ridgewood Time Extension Draft

Jason,

Attached is the revised Extension Request of 30 days. I recommend that the 30 day extension be approved.

Elmo Richardson, PE

From: Matt Deal [mailto:mdeal@southerncivilllc.com]
Sent: Monday, December 07, 2020 10:09 AM
To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Subject: RE: Ridgewood Time Extension Draft

See attached. I don't understand but none the less it's attached.

Thanks,

Matt Deal

Matt Deal
Southern Civil, LLC

Cell: (912) 334-0540

Office: (912) 832-4465

Web Site: www.southerncivilllc.com



From: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>

Sent: Monday, December 7, 2020 9:15 AM

To: Matt Deal <mdeal@southerncivilllc.com>

Subject: FW: Ridgewood Time Extension Draft

Matt, please revise your request to 30 days as recommended by the "Engineer".

From: Elmo A. Richardson, Jr. [<mailto:elmoar@bellsouth.net>]

Sent: Monday, December 07, 2020 9:12 AM

To: 'Jason Vo' <JVo@bgjwsc.org>

Cc: 'Todd Kline' <TKline@bgjwsc.org>; 'Steve Belcher' <srbel@windstream.net>; 'Mike Fields' <MFields@bgjwsc.org>

Subject: RE: Ridgewood Time Extension Draft

Will do. Thanks.

From: Jason Vo [<mailto:JVo@bgjwsc.org>]

Sent: Monday, December 07, 2020 9:05 AM

To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>

Cc: Todd Kline <TKline@bgjwsc.org>; Steve Belcher <srbel@windstream.net>; Mike Fields <MFields@bgjwsc.org>

Subject: Re: Ridgewood Time Extension Draft

Hello Elmo,

The request says 53 days in their letter. Can you please have them revised it for 30 days?

Thanks!

JVo

Sent from my iPhone

On Dec 7, 2020, at 8:57 AM, Elmo A. Richardson, Jr. <elmoar@bellsouth.net> wrote:

Good morning Todd,

Attached is a request from Southern Civil to extend the Completion Date for the Ridgewood WPF 53 days. I have reviewed the request and discussed it with Steve Rearley. I talked with Blake Patterson this morning and he feels that they are very close to "Substantial Completion" this week. Steve and Blake feel they will be complete before the end of December.

I recommend a Contract Extension of 30 calendar days. Based on the current completion date of 12/13/2020 the extension completion date would be January 12, 2021. Please let me know if you have any questions.

Elmo Richardson, PE

From: Matt Deal [<mailto:mdeal@southerncivilllc.com>]
Sent: Thursday, December 03, 2020 4:46 PM
To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Cc: Blake Patterson <bpatterson@southerncivilllc.com>
Subject: RE: Ridgewood Time Extension Draft

See attached.

Thanks,

Matt Deal

Matt Deal
Southern Civil, LLC
Cell: (912) 334-0540
Office: (912) 832-4465
Web Site: www.southerncivilllc.com
<image004.jpg>

From: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Sent: Thursday, December 3, 2020 4:33 PM
To: Matt Deal <mdeal@southerncivilllc.com>
Cc: Blake Patterson <bpatterson@southerncivilllc.com>
Subject: RE: Ridgewood Time Extension Draft

Matt,

Please add a statement that the rain days listed are ¼ inch or greater.

Elmo

From: Matt Deal [<mailto:mdeal@southerncivilllc.com>]
Sent: Thursday, December 03, 2020 9:01 AM
To: Elmo Richardson <elmoar@bellsouth.net>
Cc: Blake Patterson <bpatterson@southerncivilllc.com>
Subject: Ridgewood Time Extension Draft

Elmo,
Please see the attached time extension document and respond with your thoughts.

Thanks,

Matt Deal

Matt Deal
Southern Civil, LLC

Cell: (912) 334-0540

Office: (912) 832-4465

Web Site: www.southerncivilc.com

<image004.jpg>

<Time Extension.pdf>

Jason Vo

From: Todd Kline
Sent: Tuesday, November 24, 2020 11:12 AM
To: Blake Patterson; Elmo A. Richardson, Jr.
Cc: Jason Vo; Matt Deal; 'Steve Belcher'; Steven L. Rearley
Subject: RE: Ridgewood Water Production Facility; final close out schedule/items.

Thanks, Blake. Sounds like we are on track. I do encourage you to submit for any significant weather/delay days so we have that on file. In the unlikely event we need additional days to complete, it makes it much easier on JWSC staff to have this in hand and reviewed.

Todd

From: Blake Patterson <bpatterson@southerncivilllc.com>
Sent: Tuesday, November 24, 2020 11:00 AM
To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>; Todd Kline <TKline@bgjwsc.org>
Cc: Jason Vo <JVo@bgjwsc.org>; Matt Deal <mdeal@southerncivilllc.com>; 'Steve Belcher' <srbel@windstream.net>; Steven L. Rearley <rearley@southerncivilllc.com>
Subject: RE: Ridgewood Water Production Facility; final close out schedule/items.

Elmo,

We have confirmation that start up for the spilt case pumps and SCADA for December the 3rd.

The start up for chemical feed is looking to be next week also either the December 2nd or 3rd. The chemical feed representative will let me know once he finalizes his schedule.

Woody is looking to come by and probably first of the week to do his work to the well pump.

Due to the changing of location of the gas meter, gas line installation is looking to try to begin next week depending on his material coming in.

Thanks,

Blake Patterson

Blake Patterson
Southern Civil, LLC
Cell: (912) 429-1945
Office: (912) 832-4465
Web Site: www.southerncivilllc.com



From: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Sent: Tuesday, November 24, 2020 10:26 AM
To: 'Todd Kline' <TKline@bgjwsc.org>
Cc: 'Jason Vo' <JVo@bgjwsc.org>; Matt Deal <mdeal@southerncivilllc.com>; 'Steve Belcher' <srbel@windstream.net>; Blake Patterson <bpatterson@southerncivilllc.com>; Steven L. Rearley <srearley@southerncivilllc.com>
Subject: RE: Ridgewood Water Production Facility; final close out schedule/items.

I had just pulled up the NTP and noted the completion date of 12/13. I discussed this with Blake Patterson last week and they are very much aware of the date. We have our monthly progress meeting tomorrow and will address the completion date. Blake anticipates start up on 12/3 subject to the SCADA being ready. David told us last week the SCADA has a delivery date of 12/1.

From: Todd Kline [<mailto:TKline@bgjwsc.org>]
Sent: Tuesday, November 24, 2020 10:08 AM
To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Cc: Jason Vo <JVo@bgjwsc.org>; Elmo Richardson (elmoar@bellsouth.net) <elmoar@bellsouth.net>
Subject: RE: Ridgewood Water Production Facility; final close out schedule/items.

Elmo,
Any chance to review the schedule questions submitted via email, below? With less than 30 days to go before the final completion date, should we have already reached substantial completion? We need to be sure all paperwork and any delay requests from the contractor are in line. The JWSC has other projects affected by contract times and liquidated damages, so we'll be held to consistency. Please keep the contractor informed as appropriate.

Todd
JWSC

<p>• All correspondence from the Contractor to the JWSC shall be addressed to: W. Todd Kline, P.E., Director of Engineering Brunswick-Glynn County Joint Water and Sewer Commission 1703 Gloucester Street Brunswick, Georgia 31520</p> <p>3. Notice to Proceed and Contract Time: You have <u>300</u> calendar days to complete the project. Your Notice to Proceed indicates that you are to begin work on <u>February 17, 2020</u> and your final Date of Completion thereby is <u>December 13, 2020</u>. The Contractor must notify JWSC forty-eight (48) hours in advance of start of construction.</p> <p>4. Testing Lab and Scheduling of Testing Inspection The Contractor is responsible for the scheduling of inspection and testing activities including cores to be taken. Any re-testing is at the expense of the Contractor.</p>
--

From: Todd Kline
Sent: Tuesday, November 17, 2020 2:22 PM
To: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Cc: Jason Vo <JVo@bgjwsc.org>
Subject: Ridgewood Water Production Facility; final close out schedule/items.

Elmo,
As we are winding down to the end of the project, please measure out the final time required for startups, punchlist items, as-builts/record drawings, etc. Let's make sure the contractor is aware and is working to this end, appropriately:

- What is the Substantial Completion date per contract?
 - Does this need to be declared to avoid Liquidated Damages?
- What is the Final Completion date per contract?
 - This is typically 30 days from Substantial Completion.
- What rain/delay delays have been submitted and reviewed.
 - This needs to have been submitted by the contractor, approved, applied to the schedule/adjusted as appropriate.
- Final remaining items:
 - Gas service connection.
 - As-built/record drawing status.
 - Chemicals supplied.
 - SCADA complete and functional.
 - Startup scheduled.
 - What reps/disciplines need to be present? Electrical Engineer, pump reps, etc.?
 - Punchlist items:
 - Is there a current running list you have developed?
 - Final walkthrough.
 - Delivery of all contract closeout docs, manuals, warranties, etc.
 - How is final grassing establishment guaranteed? Is there and Notice of Termination for this project?

Please let me know any other items you can think of that need to be on the list to address. December is upon us!

Thanks,
Todd
JWSC

-----Original Message-----

From: Elmo A. Richardson, Jr. <elmoar@bellsouth.net>
Sent: Friday, November 13, 2020 8:27 AM
To: Todd Kline <TKline@bgjwsc.org>
Cc: Jason Vo <JVo@bgjwsc.org>
Subject: Ridgewood Water Production Facility- Invoice

Good morning Todd,

Attached is our Invoice for services rendered in the review and processing of Pay Apps for the Ridgewood Water Production Facility. I will appreciate you placing it in line for payment.

Elmo

Elmo A. Richardson, Jr., PE, LLC



Brunswick-Glynn County

Joint Water and Sewer Commission

Memo

To: Brunswick-Glynn Joint Water & Sewer Commission – **Board of Commissioners**
From: Todd Kline, P.E., Director of Engineering
Date: 17 December 2020
Re: Capital Project #702 – **SPLOST 2016 North Mainland Sewer Basin Reroute; C.O. #2 (Final Line-Item Quantity Adjustment Change Order)**

Overview

- Who: Inland Pipe Rehabilitation, LLC (Contractor); Thomas & Hutton Engineering Co. (EOR)
- What: Final Line-Item Quantity Adjustment Change Order.
 - Notice to Proceed: August 12, 2019 (150 days, original contract time)
 - Contract Amount (Funding): \$2,550,519 (SPLOST 2016)
 - CO #1 Time Extension Approval: February 28, 2020 (200 days, approved)
 - Date of Substantial Completion: October 14, 2020 (414 days, accrued)
 - Final adjusting change order requested:
 - Proposed scope deduct: (\$904,298.70)
 - *Adjusted* final contract amount: \$1,646,220.30
 - Days over contract time; delay/weather days requested: 214 days; 10 days
 - Liquidated Damages assessed (\$1,000/day): (\$204,000.00)
 - Retainage held to date: \$164,622.03
 - Pay Application #8: \$39,397.50
- Why: Final adjusting change order to be executed for final payment and project closeout.

Staff Report

JWSC staff received change order documentation dated December 08th which included a project Change Order #2 (Final Adjusting) request in the deduct amount of \$904,298.70. This change order documents the terms for closing out the project which includes scope reduction, days over contract time resulting in liquidated damages, allowance of delay days due to weather, disposition of retainage withheld and the Contractor's final pay application. This change order shall constitute the full and final settlement of this contract.

Recommended Action

Staff has reviewed the request from Inland Pipe Rehabilitation, LLC and recommends approval of a Change Order #2 request with an adjusted final contract amount of \$1,646,220.30, contract time extension of 10 days and final closing payment of \$19.53.

Recommended Motion

I move that the Brunswick-Glynn County Joint Water & Sewer Commission approve the above described Change Order #2, for project closeout.

Attachments:

- 1) Final Adjustment CO documentation (dated 12/08/20).
- 2) Final Adjustment CO Review Email correspondence from EOR to JWSC (12/08/2020).
- 3) Final Adjustment CO Request Review Email correspondence JWSC to IPR (08/06/2020).
- 4) Pay Application Billing Quantities Clarification Email correspondences IPR to EOR (07/27/2020 to 07/28/2020).

BGWSC NORTH MAINLAND PHASE II & III IMPROVEMENTS
DIVISION 1 – CIPP SEWER REHABILITATION
BRUNSWICK, GA

CHANGE ORDER NO. 2 (Final Adjusting)
J-27884.0000

PROJECT: NORTH MAINLAND PHASE II & III IMPROVEMENTS DIVISION 1 – CIPP SEWER REHABILITATION

PROJECT NO.: BGWSC#NM-2016-0702 DATE: December 8, 2020

OWNER: BRUNSWICK GLYNN COUNTY JOINT WATER & SEWER COMMISSION

CONTRACTOR: IPR SOUTHEAST, LLC

The Contractor is hereby requested to comply with the following changes from the contract plans and specifications:

Item #	Description of Changes – Quantities, Unit Prices, Units, Etc.	Decrease In Contract Price	Increase In Contract Prices
	Final Line-Item Quantity Adjustments	(\$1,120,725.20)	\$216,426.50
	Total DECREASE	(\$1,120,725.20)	
	Total INCREASE		\$216,426.50
	Difference Col. (1) and (2)		
	Net DECREASE/INCREASE Contract Price	(\$904,298.70)	

The sum of \$904,298.70 is hereby deducted from the total contract price of \$2,550,519.00 and the final total contract price is \$1,646,220.30.

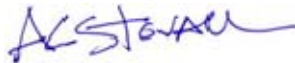
The time provided for completion in the contract is recommend to be increased by 10 calendar days*.

	Pay Request #8 (final)	\$39,397.50
	Retainage (held to date)	\$164,622.03
	Liquidated Damages (204 days)*	(\$204,000.00)
	Final Payment to IPR	\$19.53

This document shall become an amendment to contract and all provisions of the contract will apply hereto.

ACCEPTED BY:  DATE: 12/15/2020

IPR Southeast, LLC



12-10-2020

RECOMMENDED BY: _____ DATE: _____

Thomas & Hutton

APPROVED BY: _____ DATE: _____

Brunswick-Glynn County Joint Water & Sewer Commission

*Contract is over original construction time by 214 days and being assessed Liquidated Damages. Pending BOC approval of Staff recommended 10 additional weather/delay days at Contractor's request.

27884.0000/Change Order #2 (Final Adjusting)

BGCWSC NORTH MAINLAND PHASE II & III IMPROVEMENTS
DIVISION 1 - CIPP SEWER REHABILITATION
FINAL ADJUSTING CHANGE ORDER

ITEM NO.	DESCRIPTION OF WORK	ORIGINAL QTY	UNIT PRICE	UNIT	FINAL QTY	TOTAL COMPLETED	DIFFERENCE	ADD	DEDUCT
1	Cleaning and TV Inspection1	5,680.00	\$12.00	LF	1,888.50	\$22,662.00	(3,791.50)	-	(45,498.00)
2	Re-Establish Service Connection	6.00	\$300.00	EA	-	\$0.00	(6.00)	-	(1,800.00)
3	Bypass Pumping	1.00	\$426,000.00	LS	1.21	\$516,312.00	0.21	90,312.00	-
4	Traffic Control	1.00	\$1,240.00	LS	-	\$0.00	(1.00)	-	(1,240.00)
5	Traffic Control Along Old Jesup Road (From Manhole #40350390 to Manhole #40350280)	1.00	\$30,000.00	LS	1.00	\$30,000.00	-	-	-
6	Trim Intruding Rebar Within Gravity Sewer Pipe	20.00	\$500.00	EA	-	\$0.00	(20.00)	-	(10,000.00)
7	Trim Intruding Sealing Rings Within Gravity Sewer Pipe	20.00	\$500.00	EA	6.00	\$3,000.00	(14.00)	-	(7,000.00)
8	Cured-In-Place (CIPP) - 30" RCP Sanitary Sewer Main (15, 16.5, 18, 19.5MM)	7,594.00	\$121.00	LF	6,130.80	\$741,826.80	(1,463.20)	-	(177,047.20)
9	Cured-In-Place (CIPP) - 42" RCP Sanitary Sewer Main	414.00	\$268.00	LF	-	\$0.00	(414.00)	-	(110,952.00)
10	Standard Point Repair, 30" RCP Sanitary Sewer with 30" PVC (AWWA C900, DR18)2	8.00	\$16,900.00	EA	-	\$0.00	(8.00)	-	(135,200.00)
11	Standard Point Repair, 36" VCP Sanitary Sewer with 36" PVC (AWWA C900, DR18)2	2.00	\$18,100.00	EA	-	\$0.00	(2.00)	-	(36,200.00)
12	Standard Point Repair, 42" RCP Sanitary Sewer with 42" PVC (AWWA C900, DR18)2	2.00	\$20,300.00	EA	-	\$0.00	(2.00)	-	(40,600.00)
13	16" Dia PVC Force Main (AWWA C900, DR18)	115.00	\$142.00	LF	-	\$0.00	(115.00)	-	(16,330.00)
14	Force Main Fittings	606.00	\$56.50	LBS	-	\$0.00	(606.00)	-	(34,239.00)
15	Asphalt Pavement Replacement2	100.00	\$93.00	SY	1,326.50	\$123,364.50	1,226.50	114,064.50	-
16	Concrete Sidewalk Replacement2	200.00	\$60.00	SY	70.00	\$4,200.00	(130.00)	-	(7,800.00)
17	Proposed 8' I.D. Saddle MH #40350431	1.00	\$0.00	EA	-	\$0.00	(1.00)	-	-
18	Remove and Replace Existing MH #40350440	1.00	\$29,000.00	LS	-	\$0.00	(1.00)	-	(29,000.00)
19	Rehabilitate MH #40350430 - Clean and Coat Existing Manhole	1.00	\$2,100.00	LS	1.00	\$2,100.00	-	-	-
20	Rehabilitate MH #40350420 - Clean and Coat Existing Manhole	1.00	\$2,100.00	LS	1.00	\$2,100.00	-	-	-
21	Rehabilitate MH #40350410 - Clean and Coat Existing Manhole	1.00	\$3,200.00	LS	1.00	\$3,200.00	-	-	-
22	Rehabilitate MH #40350400 - Clean and Coat Existing Manhole	1.00	\$3,600.00	LS	1.00	\$3,600.00	-	-	-
23	Rehabilitate MH #40350390 - Clean and Coat Existing Manhole	1.00	\$3,800.00	LS	0.75	\$2,850.00	(0.25)	-	(950.00)
24	Rehabilitate MH #40350380 - Clean and Coat Existing Manhole	1.00	\$3,500.00	LS	0.75	\$2,625.00	(0.25)	-	(875.00)
25	Rehabilitate MH #40350370 - Clean and Coat Existing Manhole	1.00	\$2,800.00	LS	1.00	\$2,800.00	-	-	-
26	Rehabilitate MH #40350360 - Clean and Coat Existing Manhole	1.00	\$2,400.00	LS	0.75	\$1,800.00	(0.25)	-	(600.00)
27	Rehabilitate MH #40350350 - Clean and Coat Existing Manhole	1.00	\$2,500.00	LS	1.00	\$2,500.00	-	-	-
28	Rehabilitate MH #40350340 - Clean and Coat Existing Manhole	1.00	\$3,200.00	LS	1.00	\$3,200.00	-	-	-
29	Rehabilitate MH #40350330 - Clean and Coat Existing Manhole	1.00	\$3,300.00	LS	0.75	\$2,475.00	(0.25)	-	(825.00)
30	Rehabilitate MH #40350320 - Clean and Coat Existing Manhole	1.00	\$3,400.00	LS	0.75	\$2,550.00	(0.25)	-	(850.00)
31	Rehabilitate MH #40350310 - Clean and Coat Existing Manhole	1.00	\$3,200.00	LS	0.50	\$1,600.00	(0.50)	-	(1,600.00)
32	Rehabilitate MH #40350300 - Clean and Coat Existing Manhole	1.00	\$3,200.00	LS	1.00	\$3,200.00	-	-	-
33	Rehabilitate MH #40350290 - Clean and Coat Existing Manhole	1.00	\$3,300.00	LS	0.75	\$2,475.00	(0.25)	-	(825.00)

**BGCWSC NORTH MAINLAND PHASE II & III IMPROVEMENTS
DIVISION 1 - CIPP SEWER REHABILITATION
FINAL ADJUSTING CHANGE ORDER**

ITEM NO.	DESCRIPTION OF WORK	ORIGINAL QTY	UNIT PRICE	UNIT	FINAL QTY	TOTAL COMPLETED	DIFFERENCE	ADD	DEDUCT
34	Rehabilitate MH #40350280 - Clean and Coat Existing Manhole	1.00	\$4,200.00	LS	0.50	\$2,100.00	(0.50)	-	(2,100.00)
35	Rehabilitate MH #40350270 - Clean and Coat Existing Manhole	1.00	\$4,300.00	LS	0.75	\$3,225.00	(0.25)	-	(1,075.00)
36	Rehabilitate MH #40350260 - Clean and Coat Existing Manhole	1.00	\$4,900.00	LS	0.50	\$2,450.00	(0.50)	-	(2,450.00)
37	Rehabilitate MH #40350250 - Clean and Coat Existing Manhole	1.00	\$4,900.00	LS	1.00	\$4,900.00	-	-	-
38	Rehabilitate MH #40350240 - Clean and Coat Existing Manhole	1.00	\$4,800.00	LS	1.00	\$4,800.00	-	-	-
39	Rehabilitate MH #40350230 - Clean and Coat Existing Manhole	1.00	\$5,200.00	LS	1.00	\$5,200.00	-	-	-
40	Rehabilitate MH #40350220 - Clean and Coat Existing Manhole	1.00	\$4,900.00	LS	0.50	\$2,450.00	(0.50)	-	(2,450.00)
41	Rehabilitate MH #40350210 - Clean and Coat Existing Manhole	1.00	\$5,000.00	LS	0.75	\$3,750.00	(0.25)	-	(1,250.00)
42	Rehabilitate MH #40350200 - Clean and Coat Existing Manhole	1.00	\$5,000.00	LS	0.75	\$3,750.00	(0.25)	-	(1,250.00)
43	Rehabilitate MH #40350190 - Clean and Coat Existing Manhole	1.00	\$4,700.00	LS	0.50	\$2,350.00	(0.50)	-	(2,350.00)
44	Rehabilitate MH #40350180 - Clean and Coat Existing Manhole	1.00	\$4,200.00	LS	0.50	\$2,100.00	(0.50)	-	(2,100.00)
45	Rehabilitate MH #40350170 - Clean and Coat Existing Manhole	1.00	\$4,500.00	LS	0.50	\$2,250.00	(0.50)	-	(2,250.00)
46	Rehabilitate MH #40350160 - Clean and Coat Existing Manhole	1.00	\$4,300.00	LS	0.50	\$2,150.00	(0.50)	-	(2,150.00)
46A	Add Rehabilitate MH #40350161 - Clean and Coat Existing Manhole	-	\$4,400.00	LS	0.50	\$2,200.00	0.50	2,200.00	-
47	Rehabilitate MH #40350150 - Clean and Coat Existing Manhole	1.00	\$4,800.00	LS	0.50	\$2,400.00	(0.50)	-	(2,400.00)
48	Rehabilitate MH #40350140 - Clean and Coat Existing Manhole. Re-Build Benches.	1.00	\$4,600.00	LS	0.50	\$2,300.00	(0.50)	-	(2,300.00)
49	Rehabilitate MH #40350130 - Clean and Coat Existing Manhole	1.00	\$4,700.00	LS	0.50	\$2,350.00	(0.50)	-	(2,350.00)
50	Rehabilitate MH #40350120 - Clean and Coat Existing Manhole	1.00	\$4,500.00	LS	0.75	\$3,375.00	(0.25)	-	(1,125.00)
51	Rehabilitate MH #40350110 - Clean and Coat Existing Manhole	1.00	\$4,000.00	LS	0.50	\$2,000.00	(0.50)	-	(2,000.00)
52	Rehabilitate MH #40350100 - Clean and Coat Existing Manhole	1.00	\$4,200.00	LS	0.75	\$3,150.00	(0.25)	-	(1,050.00)
53	Rehabilitate MH #40350090 - Clean and Coat Existing Manhole	1.00	\$4,200.00	LS	1.00	\$4,200.00	-	-	-
54	Rehabilitate MH #40350080 - Clean and Coat Existing Manhole	1.00	\$4,000.00	LS	0.75	\$3,000.00	(0.25)	-	(1,000.00)
55	Clean MH #40350070	1.00	\$340.00	LS	1.00	\$340.00	-	-	-
56	Rehabilitate MH #40350062 - Clean and Coat Existing Manhole	1.00	\$3,300.00	LS	0.50	\$1,650.00	(0.50)	-	(1,650.00)
57	Rehabilitate MH #40350061 - Clean and Coat Existing Manhole	1.00	\$2,900.00	LS	0.50	\$1,450.00	(0.50)	-	(1,450.00)
58A	Remove & Replace MH #40350060 with 6-ft I.D. Manhole	1.00	\$120,000.00	LS	-	\$0.00	(1.00)	-	(120,000.00)
58B	Add Rehabilitate MH #40350060 - Clean and Coat Existing Manhole	-	\$2,850.00	LS	0.75	\$2,137.50	0.75	2,137.50	-
59A	Remove & Replace MH #40350050 with 6' I.D. Manhole	1.00	\$132,000.00	LS	-	\$0.00	(1.00)	-	(132,000.00)
59B	Add Rehabilitate MH #40350050 - Clean and Coat Existing Manhole	-	\$2,850.00	LS	0.75	\$2,137.50	0.75	2,137.50	-
60	Rehabilitate MH #40350040 - Clean and Coat Existing Manhole	1.00	\$2,800.00	LS	0.75	\$2,100.00	(0.25)	-	(700.00)
61	Rehabilitate MH #40350030 - Clean and Coat Existing Manhole. Re-Build Benches.	1.00	\$3,100.00	LS	0.75	\$2,325.00	(0.25)	-	(775.00)

**BGCWSC NORTH MAINLAND PHASE II & III IMPROVEMENTS
DIVISION 1 - CIPP SEWER REHABILITATION
FINAL ADJUSTING CHANGE ORDER**

ITEM NO.	DESCRIPTION OF WORK	ORIGINAL QTY	UNIT PRICE	UNIT	FINAL QTY	TOTAL COMPLETED	DIFFERENCE	ADD	DEDUCT
62	Rehabilitate MH #40350020 - Clean and Coat Existing Manhole	1.00	\$3,200.00	LS	0.50	\$1,600.00	(0.50)	-	(1,600.00)
63A	Remove & Replace MH #40350010 with 6' I.D. Manhole	1.00	\$99,000.00	LS	-	\$0.00	(1.00)	-	(99,000.00)
63B	Add Rehabilitate MH #40350010 - Clean and Coat Existing Manhole	-	\$2,850.00	LS	0.50	\$1,425.00	0.50	1,425.00	-
64	Rehabilitate MH #4WTP0300 - Clean and Coat Existing Manhole	1.00	\$2,500.00	LS	-	\$0.00	(1.00)	-	(2,500.00)
65	Rehabilitate MH #4WTP0290 - Clean and Coat Existing Manhole	1.00	\$2,300.00	LS	-	\$0.00	(1.00)	-	(2,300.00)
66	Rehabilitate MH #4WTP0280 - Clean and Coat Existing Manhole	1.00	\$2,600.00	LS	-	\$0.00	(1.00)	-	(2,600.00)
67	Clean MH #4WTP0270	1.00	\$340.00	LS	1.00	\$340.00	-	-	-
68	Rehabilitate MH #4WTP0260 - Clean and Coat Existing Manhole. Re-Build Benches.	1.00	\$3,720.00	LS	-	\$0.00	(1.00)	-	(3,720.00)
69	Rehabilitate MH #4WTP0250 - Clean and Coat Existing Manhole. Re-Build Benches.	1.00	\$3,400.00	LS	-	\$0.00	(1.00)	-	(3,400.00)
70	Rehabilitate MH #4WTP0240 - Clean and Coat Existing Manhole	1.00	\$3,300.00	LS	-	\$0.00	(1.00)	-	(3,300.00)
71	Rehabilitate MH #4WTP0230 - Clean and Coat Existing Manhole	1.00	\$3,700.00	LS	0.75	\$2,775.00	(0.25)	-	(925.00)
72	Rehabilitate MH #4WTP0220 - Clean and Coat Existing Manhole	1.00	\$4,000.00	LS	0.50	\$2,000.00	(0.50)	-	(2,000.00)
73	Rehabilitate MH #4WTP0210 - Clean and Coat Existing Manhole	1.00	\$4,100.00	LS	1.00	\$4,100.00	-	-	-
74	Rehabilitate MH #4WTP0200 - Clean and Coat Existing Manhole	1.00	\$3,600.00	LS	0.75	\$2,700.00	(0.25)	-	(900.00)
75	Rehabilitate MH #4WTP0190 - Clean and Coat Existing Manhole	1.00	\$3,300.00	LS	0.50	\$1,650.00	(0.50)	-	(1,650.00)
76	Clean MH #4WTP0180	1.00	\$340.00	LS	1.00	\$340.00	-	-	-
77	Clean MH #4WTP0170	1.00	\$340.00	LS	1.00	\$340.00	-	-	-
78	Rehabilitate MH #4WTP0160 - Clean and Coat Existing Manhole	1.00	\$2,400.00	LS	0.50	\$1,200.00	(0.50)	-	(1,200.00)
79	Rehabilitate MH #4WTP0150 - Clean and Coat Existing Manhole	1.00	\$2,000.00	LS	0.50	\$1,000.00	(0.50)	-	(1,000.00)
80	Rehabilitate MH #4WTP0140 - Clean and Coat Existing Manhole	1.00	\$1,900.00	LS	1.00	\$1,900.00	-	-	-
81	Rehabilitate MH #4WTP0130 - Clean and Coat Existing Manhole	1.00	\$1,900.00	LS	1.00	\$1,900.00	-	-	-
82	Rehabilitate MH #4WTP0120 - Clean and Coat Existing Manhole	1.00	\$1,900.00	LS	0.75	\$1,425.00	(0.25)	-	(475.00)
83	Rehabilitate MH #4WTP0110 - Clean and Coat Existing Manhole	1.00	\$1,900.00	LS	0.75	\$1,425.00	(0.25)	-	(475.00)
84	Rehabilitate MH #4WTP0100 - Clean and Coat Existing Manhole	1.00	\$1,900.00	LS	0.50	\$950.00	(0.50)	-	(950.00)
85	Rehabilitate MH #4WTP0090 - Clean and Coat Existing Manhole	1.00	\$1,900.00	LS	1.00	\$1,900.00	-	-	-
86	Rehabilitate MH #4WTP0020 - Clean and Coat Existing Manhole	1.00	\$1,900.00	LS	0.50	\$950.00	(0.50)	-	(950.00)
87	Stone Backfill2	50.00	\$100.00	CY	-	\$0.00	(50.00)	-	(5,000.00)
88	Sand Backfill2	50.00	\$81.00	CY	-	\$0.00	(50.00)	-	(4,050.00)
ALTERNATE BID ITEM									
89	Composite Manhole Frame and Cover (H20 Load Rated)	64.00	\$830.00	EA	69.00	\$57,270.00	5.00	4,150.00	-
	DEDUCT CORRECTION FROM LINE ITEM 13 16" F.M.	1.00	-\$35,074.00	LS					-\$35,074.00

\$216,426.50 -\$1,120,725.20

-\$904,298.70

Total Add/Deduct

Jason Vo

From: Stovall, Chris <stovall.c@tandh.com>
Sent: Tuesday, December 8, 2020 5:46 PM
To: Jason Vo
Cc: Todd Kline; Andrew Burroughs
Subject: NM-2016-0702 PH II & III - Div 1 - CIPP Sewer - Final Adjusting Change Order
Attachments: Change Order No. 2 (Final Adjusting).pdf; 27784 NM-2016-0702 Final Adjusting CO (version 2).pdf

Jason-

Attached is the final adjusting change order for the sewer rehab project. The total deduct is \$904,298.70 and final contract amount is \$1,646,220.30. Numbers check out and match the Pay Request from IPR.

As we discussed the other day, at present there is only PR#8 (\$39,397.50) and retainage (\$164,622.03) being held on the project, totaling \$204,019.53. With the project at 214 days late, the LD's would calculate to \$214,000.00 which would mean a check back from IPR.

I have reason to believe IPR will balk at this as they have already asked several times to process payment of PR#8 and am thinking they are well aware of the remaining funds vs. LD's. I am not sure if the striping work has begun, but they may be holding off on this work until PR#8 is processed. At this point, I would recommend that 10 rain days be granted during the late period that will bring the LD calculation to \$204,000.00 – once they have finished the striping - and call it a day. If not, then it would be feasible to call in the bonding company. You guys have been more than gracious with them at this point.

As an aside, the deductions from the manhole rehabs due to the partial completions is \$72,695. Previously they would have still been owed some money under previous pay requests.

Give me a call to discuss or we can go over Thursday when I'm down for the pre-bid on Div 2 & 3.

CHRIS STOVALL, PE, LEED AP | Principal/Project Manager
THOMAS & HUTTON
p 912-721-4155 **m** 912-667-9733
e stovall.c@tandh.com
a 50 Park of Commerce Way | Savannah, GA 31405
vCard | **Website** | **LinkedIn** | **Facebook** | **Twitter** | **Instagram**

PRIVILEGED AND CONFIDENTIAL: This electronic message and any attachments are confidential property of Thomas & Hutton. The information is intended only for the use of the person to whom it is addressed. Any other interception, copying, accessing, or disclosure of this message is prohibited. If you have received this message in error, please immediately notify Thomas & Hutton and purge the message received. Do not forward this message without permission.

Jason Vo

From: Alex Whinnery <awhinnery@teamipr.com>
Sent: Thursday, August 6, 2020 5:30 PM
To: Jason Vo
Cc: Stovall, Chris; strong.k@tandh.com
Subject: RE: NM CIPP - Change Order request

Jason,

I agree that we can just wait until the final adjusting change order as that will save us on paperwork.

The exercise we went through was very helpful so at least I know what the accurate final contract value will be and I can communicate that to my management.

Thanks,



Alex Whinnery
Project Manager
Inland Pipe Rehabilitation | Southeast
m: 843-259-1366
w: teamipr.com

From: Jason Vo <JVo@bgjwsc.org>
Sent: Thursday, August 6, 2020 4:12 PM
To: Alex Whinnery <awhinnery@teamipr.com>
Cc: Stovall, Chris <stovall.c@tandh.com>; strong.k@tandh.com
Subject: NM CIPP - Change Order request

Hello Alex,

Please advise regarding the CO that you would like to subject for the NM CIPP project.

Thanks!

Jason Vo, P.E.

Brunswick-Glynn County Joint Water & Sewer Commission
1703 Gloucester St; Brunswick, GA 31520
Office: (912) 261-7140
Work Cell: (912) 324-9905
jvo@bgjwsc.org

From: Todd Kline <TKline@bgjwsc.org>
Sent: Thursday, August 6, 2020 2:16 PM
To: Annette Cornely <ACornely@bgjwsc.org>; Jason Vo <JVo@bgjwsc.org>
Subject: RE: PROJ 702 NORTH MAIN & CHANGE ORDER TO IPR

Annette,

The original consensus between owner/engineer/contractor was to handle the several project changes as one final adjusting change order. This was due to the net change being a reduction in project value/cost. IPR now wishes to go

ahead and submit an adjusting change order, so there work complete % looks better. Jason can provide an update on that status.

Todd

From: Annette Cornely <ACornely@bgjwsc.org>
Sent: Thursday, August 6, 2020 12:36 PM
To: Todd Kline <TKline@bgjwsc.org>; Jason Vo <JVo@bgjwsc.org>
Subject: PROJ 702 NORTH MAIN & CHANGE ORDER TO IPR

It just came to my attention while doing the annual audit of project POs that IPR showed a Change Order of -\$51,404 on Pay App #3. We never updated the Purchase Order to reflect this change...should we?

Composite Manhole Frame and Cover (H20 Load Rated)	\$53,120.00
DELETE LINE ITEM 13 - 16" DIA PVC FORCE MAIN	(-\$16,330)
DEDUCT CORRECTION FROM LINE ITEM 13 16" F.M.	(-\$35,074)

Annette Cornely
Administrative Coordinator
Planning & Construction Division
Brunswick-Glynn Joint Water & Sewer Commission
1703 Gloucester Street
Brunswick, GA 31520
Office: 912.261.7126
Email: acornely@bgjwsc.org

BGIWSC COVID-19 Precautionary Efforts:

In cooperation with Federal/State/local recommendations, we will be taking extra precautions to do our part in reducing the likelihood of spreading any illness causing contagion. Until further notice, JWSC staff is being asked to limit person-to-person contact, both in our offices and in the field. Please avoid "cold call" visitations and contact staff in advance to determine if there is an alternate means to accommodate your need. Thanks in advance for your patience and understanding.

CONFIDENTIALITY NOTE: The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information.

Jason Vo

From: Alex Whinnery <awhinnery@teamipr.com>
Sent: Tuesday, July 28, 2020 8:58 AM
To: Stovall, Chris
Cc: Strong, Keith; Jason Vo
Subject: RE: North Mainland Work Completed to Date Questions
Attachments: ACW Edits_IPR Bid Tabulation Current Additions-Subtractions - IFB No. 19-017.xlsx

Chris,

Do you prepare change orders for this project or do I? Jason sent me the format and it looks like you prepared the first one.

I made some edits to your spreadsheet and based on what we know I came up with a net deduction of (\$833,115.00). If you agree with this I would like to go ahead and process a change order #2 removing all of this from scope so that we get a more accurate picture of the project.

Thanks for the help.



Alex Whinnery
Project Manager
Inland Pipe Rehabilitation | Southeast
m: 843-259-1366
w: teamipr.com

From: Stovall, Chris <stovall.c@tandh.com>
Sent: Tuesday, July 28, 2020 4:12 AM
To: Alex Whinnery <awhinnery@teamipr.com>
Cc: Strong, Keith <strong.k@tandh.com>; Jason Vo <JVo@bgjwsc.org>
Subject: RE: North Mainland Work Completed to Date Questions

Hi Alex-

No problem. Here is the original excel sheet we put together that goes through most of the reduced scope items from the beginning of the project. Highlighting answers below

- **Line Item #8, CIPP 30" RCP** – QTY to date is 6,130LF but contract quantity is 7,594LF. Do you know if that 1,464LF was descoped, inaccurately bid, or never completed/billed? **I'll have to look into this one**
- **Line Item #10, 30" RCP Point Repair** – 0 QTY billed to date. I'm assuming no point repairs were needed? **Correct**
- **Line Item #11, 36" RCP Point Repair** – 0 QTY billed to date. I'm assuming no point repairs were needed? **Correct**
- **Line Item #18, Remove and Replace Existing MH #40350440** – 0 QTY billed to date. Was this work descoped or just never completed? **Yes, in the end this manhole was not required (originally planned for a new manhole on B&W Grade Rd).**
- **Line Item #58, Remove and Replace MH #40350060 with 6-ft I.D. Manhole** – 0 QTY billed to date. Was this work descoped or never completed? **Descoped**
- **Line Item #59, Remove and Replace MH #40350050 with 6-ft I.D. Manhole** – 0 QTY billed to date. Was this work descoped or never completed? **Descoped**
- **Line Item #63, Remove and Replace MH #Remove and Replace MH #40350010 with 6-ft I.D. Manhole** – 0 QTY billed to date. Was this work descoped or never completed? **Descoped**

CHRIS STOVALL, PE, LEED AP | Principal/Project Manager
THOMAS & HUTTON
p 912-721-4155 m 912-667-9733
e stovall.c@tandh.com
a 50 Park of Commerce Way | Savannah, GA 31405
vCard | **Website** | **LinkedIn** | **Facebook** | **Twitter** | **Instagram**

PRIVILEGED AND CONFIDENTIAL: This electronic message and any attachments are confidential property of Thomas & Hutton. The information is intended only for the use of the person to whom it is addressed. Any other interception, copying, accessing, or disclosure of this message is prohibited. If you have received this message in error, please immediately notify Thomas & Hutton and purge the message received. Do not forward this message without permission.

From: Alex Whinnery <awhinnery@teamipr.com>
Sent: Monday, July 27, 2020 6:11 PM
To: Stovall, Chris <stovall.c@tandh.com>
Cc: Strong, Keith <strong.k@tandh.com>; Jason Vo <JVo@bgjwsc.org>
Subject: North Mainland Work Completed to Date Questions

Chris,

I apologize for bothering you with these questions and it embarrasses me to ask but I wasn't left the best records and I'm pushing to get this project behind us.

I took a deeper dive into the pay applications and a few things caught my eye and I wanted to see if you had some info/clarification on some of these.

- **Line Item #8, CIPP 30" RCP** – QTY to date is 6,130LF but contract quantity is 7,594LF. Do you know if that 1,464LF was descope, inaccurately bid, or never completed/billed?
- **Line Item #10, 30" RCP Point Repair** – 0 QTY billed to date. I'm assuming no point repairs were needed?
- **Line Item #11, 36" RCP Point Repair** – 0 QTY billed to date. I'm assuming no point repairs were needed?
- **Line Item #18, Remove and Replace Existing MH #40350440** – 0 QTY billed to date. Was this work descope or just never completed?
- **Line Item #58, Remove and Replace MH #40350060 with 6-ft I.D. Manhole** – 0 QTY billed to date. Was this work descope or never completed?
- **Line Item #59, Remove and Replace MH #40350050 with 6-ft I.D. Manhole** – 0 QTY billed to date. Was this work descope or never completed?
- **Line Item #63, Remove and Replace MH #Remove and Replace MH #40350010 with 6-ft I.D. Manhole** – 0 QTY billed to date. Was this work descope or never completed?

Any help that you can provide is greatly appreciated. Thanks.



Alex Whinnery
Project Manager
Inland Pipe Rehabilitation | Southeast
m: 843-259-1366
w: teamipr.com

CONFIDENTIALITY NOTE: The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than

the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information.

CONFIDENTIALITY NOTE: The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information.

FINANCIAL SERVICES CONSULTING AGREEMENT
between
BRUNSWICK GLYNN COUNTY JOINT WATER & SEWER COMMISSION
and
CANNON FINANCIAL STRATEGISTS, INC.

Brunswick Glynn County Joint Water & Sewer Commission (“JWSC”) agrees to retain Cannon Financial Strategists, Inc. (“Cannon”) a Georgia Corporation of Athens, Georgia, as a consultant and advisor for its JWSC 401(a) Plan (“Plan”). Cannon agrees to serve as a consultant and advisor to the Plan and Plan Participants.

The purpose of this agreement is to specify the understanding and obligations relating to the services which will be provided to JWSC by Cannon.

Objective:

The objective of Cannon’s engagement is to assist JWSC with the design, administration and communication of the Plan. Cannon’s services will focus on administration, investment selection, and participant guidance.

Responsibilities of Cannon Financial Strategists, Inc.

1. Administration: Cannon shall
 - a. Maintain contribution rates, facilitate remittance of contributions, invest contributions timely, and coordinate contribution administration.
 - b. Track vesting and provide such information periodically to Participants as needed.
2. Investment Selection: Cannon shall build investment models (cash, conservative, moderate, aggressive, etc.) which can be selected by a Plan Participant and rebalance Participant accounts as needed.

3. Participant Communication: Cannon shall communicate with Plan Participants matters such as vesting, risk of forfeiture, investment selection, and taxation.

Custodian

Cannon will utilize a third-party custodian (TD Ameritrade) for the placement of assets in investment options. Plan contributions will be made directly to the custodian. Discretionary trading authority will be provided to Cannon which will allow investment trades to be placed.

Relationship of the Parties

For purposes of this agreement, each party is an independent contractor. This agreement does not create a partnership, association, joint venture, or other business entity. Except as described above regarding discretionary trading authority, neither party has any authority to act for or to bind the other.

Compensation

Cannon's compensation for services above or otherwise provided under this agreement shall be an initial setup fee of \$5,000 with a fixed fee of \$1,500 plus 25 basis points (.25%) on plan assets paid each calendar quarter in arrears. The fixed fee will be adjusted annually for published annual CPI rates. Cannon will provide appropriate individuals at JWSC the published CPI rate before adjusting compensation. The first adjustment will be applied to the March 2022 invoice and be applied each year subsequently.

Responsibilities of JWSC

1. Provide Cannon with timely information on eligibility, terminations, and contributions.
2. Remit contributions in a timely manner to the custodian utilized.

Renewal of Agreement:

This agreement shall be automatically renewed effective January 1 of each subsequent fiscal year, unless either party notifies the other party of a termination of the agreement at least 90 days prior to the renewal date of the agreement.

These matters are hereby agreed to and entered into by the undersigned on this _____ day of _____, 2020, at Brunswick, Georgia.

BRUNSWICK GLYNN COUNTY JOINT WATER & SEWER
COMMISSION

By: _____

Name: _____

Title: _____

CANNON FINANCIAL STRATEGISTS, INC.

By: _____

Kelly Dixon, Chief Executive Officer