



Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick GA 31520
Thursday, November 16, 2023, 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.

EMPLOYEE RECOGNITION

Justin Kelly Lewis – Water Distribution Operator Certification

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed

Finance Committee – Committee Chairman Stephens

APPROVAL

1. **Workers' Compensation Insurance Renewal** – Jeffrey Singletary / Jarrett Bridges [Report](#)
2. **Minutes from October 19, 2023, Commission Meeting** (subject to any necessary changes) [Report](#)
3. **Employee Christmas Gift Cards** – D. Owens [Report](#)
4. **Contract Award – Dunbar Creek WPCF Construction Materials Testing Services** – A. Burroughs [Report](#)
5. **Change Order No. 3 – ARCO Water & Sewer Improvements** – T. Kline [Report](#)
6. **Digital Concrete Locate Agreement** – T. Kline [Report](#)

EXECUTIVE DIRECTOR'S UPDATE

COMMISSIONERS' DISCUSSION

CHAIRMAN'S UPDATE

EXECUTIVE SESSION

MEETING ADJOURNED

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



**Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Thursday, November 16, 2023, at 2:00 PM**

COMMISSION MINUTES

PRESENT: **G. Ben Turnipseed, Chairman**
 Tripp Stephens, Vice-Chairman – via Teleconference
 Charles Cook, Commissioner
 Clayton Watson, Commissioner – via Teleconference
 Chad Strickland, Commissioner

ALSO PRESENT: **Andrew Burroughs, Executive Director**
 Charles A. Dorminy, HBS Legal Counsel
 LaDonnah Roberts, Deputy Executive Director
 Pam Crosby, Director of Procurement
 Todd Kline, Director of Engineering
 David Owens, Director of Finance
 Janice Meridith, Executive Commission Admin.

ABSENT: **Wayne Neal, Commissioner**
 Kendra Rolle, Commissioner

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

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

PUBLIC COMMENT PERIOD

Chairman Turnipseed opened the public comment period.

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

EMPLOYEE RECOGNITION

Justin Kelly Lewis – Water Distribution Operator Certification

Chairman Turnipseed presented Justin Lewis with his certificate for licensure as a Water Distribution Operator and congratulated him on his successful efforts. Superintendent Derrick Simmons was also present to congratulate and recognize Mr. Lewis.

EXCUSAL FROM MEETING:

Commissioner Strickland made a motion seconded by Commissioner Cook to excuse Commissioner Neal and Commissioner Rolle from the meeting. Motion carried 5-0-2. (Commissioners Stephens and Watson voted “Yes”. Commissioners Neal and Rolle were absent from the meeting.)

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed stated that the Facilities Committee met the previous day. The Committee approved the following to be forwarded to the full Commission: ARCO Water & Sewer Improvements Project Change Order No. 3, Materials Testing Services for the Dunbar Creek WPCF Project,

and the Digital Concrete Locate Agreement. The Committee discussed the Exit 29 WPF and EST Project Design with Thomas & Hutton and decided Option #3 as presented was the best design option. The Water Production Report, WPCF Plant Flows Report, and the Capital Projects Report were all reviewed and indicate that JWSC's facilities are doing very well.

Finance Committee – Commissioner Cook stated that the Finance Committee also met the previous day. The Committee reviewed and approved the following for forwarding to the full Commission: The Workers' Compensation Insurance Renewal (remaining with the same company); \$100 Christmas gift cards for JWSC employees, and a contract for Dunbar Creek Materials Testing Services. The Committee reviewed the financial statement. JWSC is doing well. The sewer revenues have gone down due to Pinova. Maturing of bonds was also discussed.

APPROVAL

1. Workers' Compensation Insurance Renewal – Jeffrey Singletary / Jarrett Bridges

Mr. Bridges advised that at last year's renewal, the JWSC experienced a 15.03% increase in workers' compensation premium. For the current policy year, the workers compensation premium is \$234,613. He explained that the experience mod has risen sharply as it is based upon a 24-month period that includes consecutive significant claims years. On a positive note, for the current policy year to date, total losses are at the lowest point since 2015-2016. Given the increase in experience mod for the Utility, Turner & Associates advised staff that it would be unlikely to receive more competitive pricing from a different carrier. National Liability & Fire provided a quote of \$240,180 for the annual renewal (\$5,567 above the current year premium). This equates to a 2.37% increase in workers compensation insurance premiums. Staff has reviewed the marketing analysis provided by Turner & Associates and recommends purchasing workers' compensation insurance coverage for the 2024-2025 policy year with National Liability & Fire in the amount of \$240,180.

Commissioner Cook made a motion seconded by Commissioner Strickland that the Brunswick-Glynn Joint Water and Sewer Commission approve the purchase of workers' compensation insurance coverage with National Liability & Fire for policy year 2024-2025 in the amount of \$240,180. Motion carried 5-0-2. (Commissioners Stephens and Watson voted "Yes". Commissioners Neal and Rolle were absent from the meeting.)

2. Minutes from the October 19, 2023, Regular Commission Meeting

Commissioner Strickland made a motion seconded by Commissioner Cook to approve the minutes from the October 19, 2023, Regular Commission Meeting. Motion carried 5-0-2. (Commissioners Stephens and Watson voted "Yes". Commissioners Neal and Rolle were absent from the meeting.)

3. Christmas Gift Cards – D. Owens

Mr. Owens advised that the Brunswick-Glynn Joint Water and Sewer Commission has in past years given employees a Christmas gift card as an expression of appreciation and thanks. The cost of the cards is included in the Fiscal Year 2024 budget. The gift cards will be distributed on December 1, 2023, along with payroll. The staff of the JWSC recommends that the JWSC provide employees with a gift card in the amount of \$100 to Walmart. The total number of cards would be 135 for a cost of \$13,500. The \$100 is consistent with the current gift amount the City of Brunswick is providing to City employees.

Commissioner Cook made a motion seconded by Commissioner Strickland that the Brunswick-Glynn Joint Water and Sewer Commission approve providing employees with a gift card in the amount of \$100 to Walmart. The total number of cards would be 135 for a cost of \$13,500. Motion carried 5-0-2. (Commissioners Stephens and Watson voted "Yes". Commissioners Neal and Rolle were absent from the meeting.)

4. Contract Award – Dunbar Creek Construction Materials Testing Services – A. Burroughs

Mr. Burroughs advised that the BGJWSC has an ongoing project to rehabilitate portions of the Dunbar Creek WPCF. As part of Change Order No. 3, the design-build contractor, BRW Construction, will be installing a

third clarifier at the facility. BRW Construction currently subcontracts engineering services to Hussey Gay Bell for design services for the project. The design-build team is responsible for ensuring that constructed improvements meet the required performance specifications for the project. However, there are no clauses in the contract for special inspection services to be performed by a third party. Staff spoke with the design-build team concerning the need for third party inspection of the clarifier construction and installation. Proper construction is critical to the long-term success of the new clarifier. The design-build team reached out to Terracon Consultants, Inc. of Jacksonville to receive a quote for slab and soil testing services, concrete testing services, and auger cast pile installation inspections. The quote is for a budget of \$34,190.00. This project is funded from the proceeds of the Series 2021 bond issuance.

Commissioner Cook made a motion seconded by Commissioner Strickland that the Brunswick-Glynn Joint Water and Sewer Commission enter into a contract with a not-to-exceed budget of \$34,190 with Terracon Consultants, Inc. for inspection and testing services for the clarifier construction at Dunbar Creek WPCF. Motion carried 5-0-2. (Commissioners Stephens and Watson voted “Yes”. Commissioners Neal and Rolle were absent from the meeting.)

5. Change Order No. 3 – ARCO Water & Sewer Improvements – T. Kline

Mr. Kline briefly provided that the JWSC Staff received Change Order No. 3 for the ARCO Water & Sewer Improvements Project from Thomas & Hutton Engineering Co (EOR). The Contractor has requested that the remainder of the contract be paid on a monthly lump sum basis in accordance with the percentage of completion of the project; an additional 150 days to complete the contract for modifications and dealing with continued supply chain issues for additional materials; and, to place sewer lines South of 6th Street in alleyways instead of under paved roads, as originally contemplated. Mr. Kline noted that this is a no cost change order and will result in less disturbance to roadways, less costs in placing the sewer lines, and reduced length of lateral service lines that customers will be required to install to connect to the unified system. To prevent further change orders, streamline the construction and ensure completion of this project as intended, Staff recommends approval of Change Order No. 3 to the Arco Area Water & Sewer Extension to UWS, INC to allow for the requested changes in sewer line installation, the change to lump sum basis, and the extension of the contract time by 150 days.

Commissioner Cook made a motion seconded by Commissioner Strickland that the Brunswick-Glynn Joint Water and Sewer Commission approve Change Order No. 3 to Project #2016 ARCO Area Water & Sewer Extension to allow for the UWS, Inc. requested changes in sewer line installation, the change to lump sum payment basis, and the extension of the contract time by 150 days. Motion carried 5-0-2. (Commissioners Stephens and Watson voted “Yes”. Commissioners Neal and Rolle were absent from the meeting.)

6. Digital Concrete Locate Agreement – T. Kline

Mr. Kline provided that LiveOak Fiber, LLC (LiveOak) is a private utility company that is currently engaged in a project to comprehensively install new fiberoptic utilities throughout all of Glynn County. LiveOak has currently installed approximately 1.5 million linear feet of conduit, with a balance of 1.5 million linear feet left to install by the second quarter of 2024. This aggressive schedule of construction in addition to the routine locate requirements for other projects has strained the capabilities of JWSC Locate staff. Efforts to utilize JWSC Operational staff to supplement the locate effort after hours has helped but another solution has proven to be necessary. Mr. Kline briefly explained the “811” process. LiveOak currently contracts with Digital Concrete Imaging, LLC (DCI) for utility locating services on their current Glynn County fiber installation project. LiveOak proposes to utilize DCI to supplement existing JWSC water and sewer locate efforts, at no cost to the JWSC. The JWSC would maintain primary responsibility for locate provision and would not relinquish ownership of response to the GA811 system. The JWSC would provide DCI with GIS mapping and documentation to aid in their locate efforts, while DCI would focus on keeping ahead on locates required for the LiveOak installation. This provides more locate staff to perform locates. Staff have met with DCI, reviewed their company’s abilities, and believe them to be capable of the provision of locate services. Staff believes that DCI may provide aid that could minimize damage to the water and sewer assets, as well as allow the JWSC Locate staff to better maintain the balance of other GA811 locate and GIS

responsibilities. Live Oak has agreed to cover all costs. JWSC will not be held responsible for any missed locates or incorrect locates.

Commissioner Cook made a motion seconded by Commissioner Strickland that the Brunswick-Glynn Joint Water and Sewer Commission enter into a contract with Digital Concrete Imaging, LLC and LiveOak Fiber, LLC to perform supplemental utility locating at no cost to JWSC. Motion carried 5-0-2. (Commissioners Stephens and Watson voted "Yes". Commissioners Neal and Rolle were absent from the meeting.)

EXECUTIVE DIRECTOR'S UPDATE

Mr. Burroughs reminded the Commissioners that the JWSC annual Christmas luncheon will be held on December 6 at Howard Coffin Park and invited them to join us at 11:30 a.m. The Grits & Issues breakfast has been postponed and moved to April 2024. Mr. Burroughs wished everyone a Happy Thanksgiving.

COMMISSIONERS' DISCUSSION

There was no additional discussion.

CHAIRMAN'S UPDATE

The Chairman thanked the staff for all their hard work. He then thanked Commissioners Stephens and Watson for joining the meeting via teleconference in order to make a quorum.

EXECUTIVE SESSION

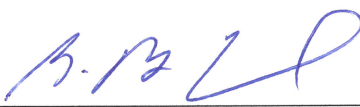
There was no Executive Session.

ADJOURN

There being no additional business to bring before the Commission, Chairman Turnipseed requested a motion to adjourn the meeting.

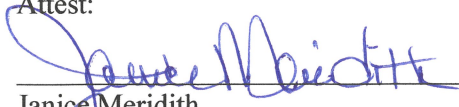
Commissioner Cook made a motion seconded by Commissioner Strickland to adjourn the meeting. Motion carried 5-0-2. (Commissioners Stephens and Watson voted "Yes". Commissioners Neal and Rolle were absent from the meeting.)

The Chairman adjourned the meeting at 2:30 p.m.



G. Ben Turnipseed,
Commission Chairman

Attest:



Janice Meridith,
Executive Commission Administrator



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn Joint Water and Sewer Commission
From: Andrew Burroughs, P.E., Executive Director
Date: Thursday, November 16, 2023
Re: Approval – Workers’ Compensation Renewal

Background:

Two years ago, the JWSC switched from a thirteen (13) year relationship with The Zenith to National Liability & Fire for workers compensation insurance. The Zenith experienced significant losses during the 2021-2022 policy year, which led to the premiums from National Liability & Fire being more competitive during the 2022-2023 policy year. At last year’s renewal, the JWSC experienced a 15.03% increase in workers’ compensation premium. For the current policy year, the workers compensation premium is \$234,613.

Staff Report

Staff has reviewed the marketing analysis provided by Turner & Associates. The experienced mod has risen sharply as it is based upon a 24-month period that includes consecutive significant claims years. On a positive note, for the current policy year to date, total losses are at the lowest point since 2015-2016. Given the increase in experience mod for the utility, Turner & Associates advised staff that it would be unlikely to receive more competitive pricing from a different carrier. National Liability & Fire provided a quote of \$240,180 for the annual renewal (\$5,567 above the current year premium). This equates to a 2.37% increase in workers compensation insurance premiums.

This item was presented to the Finance Committee on November 15, 2023.

Recommended Action

Staff recommends purchasing workers’ compensation insurance coverage for the 2024-2025 policy year with National Liability & Fire in the amount of \$240,180.

Recommended Motion

“I move that the Brunswick-Glynn Joint Water and Sewer Commission approve the purchase of workers’ compensation insurance coverage with National Liability & Fire for policy year 2024-2025 in the amount of \$240,180.”

Enclosures

Turner & Associates Marketing Analysis



Brunswick - Glynn Joint Water & Sewer Commission 2024 Workers Compensation Renewal Proposal

2023 Premium: \$234,613

2024 Premium: \$240,180

Variance: \$5,567 | 2.37% increase

Experience Mod: 2023 - 1.39 | 2024 - 1.55 (16-point increase)

2024-2025 Renewal Quote:

Classification	Rate Basis	State	Premium Basis Code No.	Total Estimated Annual Remuneration	Rate Per \$100	Estimated Annual Premium
CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SU	01/01/2024	GA	5606	332,741.00	1.08	\$ 3,594
SEWER CONSTRUCTION-ALL OPERATIONS & DRIVERS	01/01/2024	GA	6306	1,364,333.00	5.78	\$ 78,858
GAS MAIN OR CONNECTION CONSTRUCTION & DRIVERS	01/01/2024	GA	6319		4.21	\$ 0
WATERWORKS OPERATION & DRIVERS	01/01/2024	GA	7520	1,830,962.00	2.97	\$ 54,380
SEWAGE DISPOSAL PLANT OPERATION & DRIVERS	01/01/2024	GA	7580	2,455,742.00	2.95	\$ 72,444
CLERICAL OFFICE EMPLOYEES NOC	01/01/2024	GA	8810	2,053,676.00	0.14	\$ 2,875
Premium for Employer Liability Increased Limits Part Two:				\$ 8,037,454.00	0.80%	\$ 1,697
Balance to Employer Liability Increased Limits Minimum Premium:	\$ 25.00					\$ 0
Deductible Credit:	\$ 2,500				1.6%	\$ -3,394
Drug-Free Workplace Premium Credit:					7.500%	\$ -21,198
Total Premium SUBJECT to Experience or Merit Modification:						\$ 210,454
Premium MODIFIED to reflect Experience or Merit Modification of:					1.580	\$ 122,064
Schedule Credit:					15.000%	\$ -49,878
Balance to Minimum Premium:	\$ 1,641					\$ 0
Premium Discount (if applicable):					9.3%	\$ -24,314
Terrorism per \$100 Payoll:					1.125%	\$ 904
Catastrophe (other than Certified Acts of Terrorism) per \$100 Payoll:					2.25%	\$ 1,808
Expense Constant:						\$ 340
Tax Amount:	\$ 0.00				%	\$ 0
ESTIMATED PREMIUM PER STATE:						\$ 240,180
Total Estimated Annual Premium:						\$ 240,180



HISTORICAL ANALYSIS - PREMIUM BASED OFF OF 2023 EXPOSURES:

		Zenith												National Liability & Fire										
	2024-2025	2018-2019			2019-2020			2020-2021			2021-2022			2022-2023			2023-2024			2024-2025				
Code	Payrolls	Base	Net	Prem	Base	Net	Prem	Base	Net	Prem	Base	Net	Prem	Base	Net	Prem	Base	Net	Prem	Base	Net	Prem		
5606	\$ 332,741	2.10	1.903	\$ 6,332	1.82	1.493	\$ 4,968	1.59	1.37	\$ 4,575	1.41	1.09	\$ 3,614	1.09	1.005	\$ 3,343	1.11	1.169	\$ 3,890	1.08	1.223	\$ 4,069		
6306	\$1,364,334	10.64	9.643	\$131,563	8.78	7.201	\$ 98,246	8.29	7.17	\$ 97,799	7.66	5.90	\$80,492	6.17	5.686	\$77,580	6.16	6.492	\$88,573	5.78	6.543	\$89,268		
6319	\$ -	9.90	8.972	\$ -	9.45	7.751	\$ -	7.57	6.55	\$ -	6.43	4.95	\$ -	4.97	4.580	\$ -	4.83	5.096	\$ -	4.21	4.766	\$ -		
7520	\$1,830,962	4.57	4.412	\$ 80,782	4.12	3.379	\$ 61,868	3.98	3.44	\$ 63,012	3.7	2.85	\$52,178	2.95	2.719	\$49,779	3.01	3.173	\$58,096	2.97	3.362	\$61,557		
7580	\$2,455,742	4.57	4.142	\$101,717	4.27	3.502	\$ 86,000	4.31	3.73	\$ 91,521	3.63	2.80	\$68,658	3.12	2.875	\$70,612	3.13	3.299	\$81,015	2.95	3.339	\$81,997		
8810	\$2,053,676	0.24	0.218	\$ 4,477	0.22	0.18	\$ 3,697	0.18	0.16	\$ 3,196	0.18	0.14	\$ 2,847	0.14	0.129	\$ 2,650	0.14	0.148	\$ 3,039	0.14	0.158	\$ 3,288		
TOTALS	\$8,037,455	\$		324,871	\$		254,778	\$		260,104	\$		207,789	\$		203,963	\$		234,613	\$		240,180		
Year to Year Variance		n/a			\$ (70,092)			\$ 5,325			\$ (52,315)			\$ (3,826)			\$ 30,650			\$ 5,567				
% Change		n/a			-21.58%			2.09%			-20.11%			-1.84%			15.03%			2.37%				
Exp Mod		1.12			0.96			1.27			1.08			1.09			1.39			1.58				
Total Losses	\$	174,388			\$	61,107			\$	44,198			\$	677,566			\$	257,938			\$	43,217		
Loss Ratio		53.68%			23.98%			16.99%			326.08%			126.46%			18.42%			n/a				
# of Claims		15			12			11			19			17			17			n/a				

Notes of Interest:

- 2024 is the highest experience mod the JWSC has had in the past 7 years at 1.58.
- The 2024 pricing is lower (even with the highest mod) than the following years: 2018, 2019, and 2020.
- The years of 2021, 2022, and 2023 have lower premiums as the experience mods were 2021 - 1.08 (50 points lower), 2022 - 1.09 (49 points lower), and 2023 - 1.39 (19 points lower).
- A detailed performance analysis is referenced on the following page. This shows the claims history and the experience mod history.

HISTORICAL LOSS ANALYSIS:

BRUNSWICK - GLYNN COUNTY JOINT WATER AND SEWER COMMISSION							
HISTORICAL LOSS ANALYSIS							
Policy Period	Carrier	Total Losses	Total # of Claims	Premium	Loss Ratio	XMOD	Total Payroll
2008-2009	FCCI	\$ 369,818	14	\$ 85,541	432%	1	\$3,220,365
2009-2010	Zenith	\$ 4,170	8	\$ 187,255	2%	1.00	\$3,776,942
2010-2011	Zenith	\$ 850	5	\$ 187,532	0%	1.45	\$3,710,741
2011-2012	Zenith	\$ 38,604	11	\$ 162,405	24%	1.25	\$4,019,849
2012-2013	Zenith	\$ 195,208	23	\$ 155,916	125%	1.09	\$4,564,957
2013-2014	Zenith	\$ 133,756	13	\$ 175,523	76%	0.87	\$4,646,707
2014-2015	Zenith	\$ 151,398	20	\$ 217,207	70%	1.22	\$4,858,224
2015-2016	Zenith	\$ 7,635	16	\$ 227,448	3%	1.30	\$5,426,787
2016-2017	Zenith	\$ 151,344	23	\$ 291,345	52%	1.39	\$6,171,745
2017-2018	Zenith	\$ 104,863	2	\$ 277,201	38%	0.99	\$7,398,306
2018-2019	Zenith	\$ 174,388	15	\$ 284,850	61%	1.12	\$6,972,287
2019-2020	Zenith	\$ 61,107	12	\$ 256,632	24%	0.96	\$ 766,646
2020-2021	Zenith	\$ 44,198	11	\$ 259,311	17%	1.27	\$7,791,049
2021-2022	Zenith	\$ 610,146	19	\$ 204,860	298%	1.08	\$7,394,953
2022-2023	National Liability & Fire	\$ 257,938	17	\$ 199,421	129%	1.09	\$7,609,166
2023-2024	National Liability & Fire	\$ 43,217	17	\$ 229,023	19%	1.39	\$7,609,166
TOTALS		\$ 2,348,640	226	\$3,401,470	69%		

24
Xmod
Period

Trends	
Avg # of Claims Per Year:	14.13
Avg Total Losses Per Year:	\$ 146,789.98
Avg Premium Per Year:	\$ 212,591.88
Avg Loss Ratio Per Year:	69.05%

2022 & 2023 Large Claims		
\$ 48,000	back injury	3/14/2022
\$ 203,500	feel down stairs at aeration basis	12/2/2022
\$ 33,500	Cut foot while trench cutting a pipe with a saw	4/4/2023

2023 NCCI Experience Mod (Period of Review): Mod is 1.39

2019-2020: \$46,025 in losses
2020-2021: \$28,490 in losses
2021-2022: \$505,761 in losses

2024 NCCI Experience Mod (Period of Review): Mod is 1.58

2020-2021: \$28,940 in losses
2021-2022: \$528,089 in losses
2022-2023: \$228,199 in losses

Current 2023-2024 Losses - as of 10/4/2023

17 Total Claims
\$43,217 in total losses





Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: BGJWSC Board of Commissioners
From: David M. Owens, Director of Finance
Date: November 16, 2023
Re: Christmas Gift Cards

Background

The Brunswick-Glynn Joint Water and Sewer Commission has in past years given employees a Christmas gift card as an expression of appreciation and thanks.

Staff Report

The cost of the cards is included in the Fiscal Year 2024 budget. The gift cards will be distributed on December 1, 2023, along with payroll.

Recommended Action

The staff of the JWSC recommends that the Brunswick-Glynn Joint Water and Sewer Commission provide employees with a gift card in the amount of \$100 to Walmart. The total number of cards would be 135, for a cost of \$13,500.

Recommended Motion

"I make a motion that the Brunswick-Glynn Joint Water and Sewer Commission approve providing employees with a gift card in the amount of \$100 to Walmart. The total number of cards would be 135 for a cost of \$13,500."



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn Joint Water and Sewer Commission
From: Andrew Burroughs, Executive Director
Date: Thursday, November 16, 2023
Re: Contract Award – Dunbar Creek Construction Materials Testing Services

Background:

BGJWSC has an ongoing project to rehabilitate portions of the Dunbar Creek WPCF. As part of Change Order No. 3, the design-build contractor, BRW Construction, will be installing a third clarifier at the facility. BRW Construction currently subcontracts engineering services to Hussey Gay Bell for design services for the project. The design-build team is responsible for ensuring that constructed improvements meet the required performance specifications for the project. However, there are no clauses in the contract for special inspection services to be performed by a third party.

Staff Report

Staff spoke with the design-build team concerning the need for third party inspection of the clarifier construction and installation. Proper construction is critical to the long-term success of the new clarifier. The design-build team reached out to Terracon Consultants, Inc. of Jacksonville to receive a quote for slab and soil testing services, concrete testing services, and auger cast pile installation inspections. The quote is for a budget of \$34,190.00.

This project is funded from the proceeds of the Series 2021 bond issuance.

This item was presented to the Facilities and Finance Committees on November 15, 2023.

Recommended Action

Staff recommends entering into a contract with a not-to-exceed budget of \$34,190 with Terracon Consultants, Inc. for inspection and testing services for the clarifier construction at Dunbar Creek WPCF.

Recommended Motion

“I move that the Brunswick-Glynn Joint Water and Sewer Commission enter into a contract with a not-to-exceed budget of \$34,190 with Terracon Consultants, Inc. for inspection and testing services for the clarifier construction at Dunbar Creek WPCF.”

Enclosures

Terracon Quote



September 25, 2023

Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

Attn: Jessica Hargrove
Telephone: (912) 354-4626
E-mail: jhargrove@husseygaybell.com

RE: Proposal for Construction Materials Testing Services
Dunbar Creek Water Pollution Control Facility Rehabilitation
1703 Gloucester Street
Brunswick, GA 31520
Terracon Proposal No. PEQ231178

Dear Ms. Hargrove,

Terracon Consultants, Inc. (**Terracon**) appreciates the opportunity to submit our proposal to conduct Construction Materials Testing Services at the above site. This proposal outlines our understanding of the project based on the information made available by you in an email dated September 5, 2023.

Terracon is an employee-owned firm of consulting engineers and scientists providing multiple, related service lines to clients at local, regional, and national levels. Our services are delivered on a timely basis with consistently high value and attention to our client's needs. Terracon has consistently achieved growth above the industry average. This is evidenced by a current ranking of 22 in Engineering's News-Record (ENR) 2020 listing of the Top 500 Design Firms, as compared to a ranking of 103 in 1995.

A. OUR COMMITMENT TO SAFETY

Safety is one of Terracon's core values and our commitment to an Incident and Injury-Free® philosophy is one of the pillars of our current Strategic Plan. Incident and Injury-Free (IIF) is about care and concern for our people. It is our personal and organizational commitment at all levels of the company to everyone going



Terracon Consultants, Inc.

8001 Baymeadows Way, Suite 1

Jacksonville, FL 32256

P [904] 900-6494 F [904] 268-5255 terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability, and schedule. IIF is our commitment to our people, who we value for who they are and what they do. We strive to build health and safety into all aspects of our business and into the thinking of our employees.

As part of our IIF process, we will prepare a “Pre-Task Plan” (PTP) for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task Plan will identify and prepare our personnel to be able to handle conditions such as but not limited to traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment and will continually be reviewed and reevaluated throughout the field work activities. We understand that each site is unique and may contain different safety conditions and as a company to protect our personnel as well as others, we look at each site individually to identify the potential concerns.

Terracon’s commitment to safety is demonstrated daily by Project Managers discussing and addressing site specific safety topics with our field representatives. As a supplement to Terracon’s safety culture, each employee receives safety training specific to the job function and/or project assigned through one-on-one instruction, continuing education classes or web-based training seminars.

B. PROJECT INFORMATION

After reviewing the project, we have determined that the scope of work includes rehabilitating the Dunbar Creek water pollution control facility, constructing a new water tank (Clarifier No.3).

ITEM	DESCRIPTION
Location	1703 Gloucester Street Brunswick, GA 31520
General	Hussey Gay Bell

C. SCOPE OF SERVICES

The proposed scope of services noted below is based on inspection types and frequencies noted in the project plans, where provided. A Project Schedule and Specifications were provided to Terracon prior to the issuance of this proposal. Should any of these items be incorrect or not applicable, please notify us and the proposal will be modified accordingly.

We recommend that the scope of work described in this proposal be provided to the person(s) who will be responsible for scheduling our services so that they are aware of the services that are proposed. Our services will be performed on an as-requested basis with scheduling by contractor or his designated personnel. **Terracon** will not be responsible for scheduling our services and will not be responsible for inspections that are not performed due to a failure to schedule our services

Proposal for Construction Materials Testing Services

Dunbar Creek Facility Rehabilitation ■ Jacksonville, FL

September 25, 2023 ■ Terracon Proposal No. PEQ231178



on the project or any resulting damage. If inspections made indicate non-compliance with the contract documents or referenced specifications, we will promptly notify the contractor personnel so corrective action can be taken and documented. The following is our proposed Scope of Services:

Slab, and Utility Soil Testing

- **Lab Compaction Testing:** Perform laboratory moisture-density relationship tests (Proctors) on any shallow foundation and slab on grade bearing soils for each visually different material type.
- **Soil Classification Testing:** Perform laboratory grain size analysis (-200 wash) on representative soils for classification per each visually different material type.
- **In-Place Density Testing:** Perform soil in-place field density tests. Perform one test for each 2,000 square feet of compacted subgrade and compacted fill. In place densities for pipelines every other lift. A minimum of one test between manholes.
- **Reporting Field and Lab Test Results:** Report test results. Failing tests will be reported within 24 hours of testing.

Concrete Testing Services

- **Slump:** Perform one test at the beginning of each placement, each set of compressive strength test cylinders, and for water adjustments or when a noticeable change in slump occurs.
- **Temperature:** Measure temperature of fresh concrete for each set of compressive strength test cylinders.
- **Test Specimens:** Mold one set of five (4" x 8") compressive strength test cylinders at a frequency of one set per 50 cubic yards or day's placement (assumed).
- **Cylinder Pick-Up:** Transport cast cylinders to our laboratory for curing and testing.
- **Lab Services for Concrete Specimens:** Perform laboratory curing and compressive strength testing of cylindrical concrete specimens. Tests will be performed: one at 7-days, three specimens at 28-days and one reserve cylinder.
- **Field and Lab Test Results:** Report compressive strength test results. Failing tests will be reported within 24 hours of testing.

Auger cast Pile Installation

- **Pile installation:** Records shall include at a minimum the following
 - Date of installation
 - Each pile identified by separate number
 - Angle of pile installation to nearest 0.5-degree, if not plumb. Pile shall be

Proposal for Construction Materials Testing Services

Dunbar Creek Facility Rehabilitation ■ Jacksonville, FL

September 25, 2023 ■ Terracon Proposal No. PEQ231178



within 2-degrees of vertical. Measure using a reliable method capable of the required precision.

- Any vertical or horizontal offset of pile top from plan location.
- Grout intake volume. Grout consumption will be monitored by documenting the number of strokes of the pump and the calibration factor determined prior to commencing work.
- Description of any unusual occurrences during pile construction.

- **Calibration:** Grout Pump System will be calibrated using a 55-gallon drum without deformation before work can commence. A grout factor will be determined using the completed set up on site and will be recalibrated when any changes in the system is made.

D. SCHEDULING

We request our services be scheduled a minimum of one working day in advance. We request a notice of two working days prior to the commencement of each category of activities. We will endeavor to schedule services on lesser notice but may not always be able to meet the desired project schedule. All requests for services should be submitted to our dispatch: **Office Phone (904) 900-6473; Email: MATDispatch-JAX@terracon.com** between 7:00am and 4:00pm, Monday through Friday. Messages left outside of these hours on weekdays or on Saturday, Sunday and Holidays may not be received until the next business day. Scheduling should not be coordinated through our field personnel.

Our services specifically exclude job site safety responsibility and our services do not relieve any contractor/subcontractor from complying with project specifications.

E. COMPENSATION

Based on the information provided we propose the estimated CMET budget of **\$34,190.00** as shown in the attached estimate. Terracon will provide the scope of services described herein on a time and materials basis as indicated in the attached Construction Materials Testing Estimate. The construction schedule, weather conditions, efficiency of scheduling by site personnel, construction workmanship, etc. will affect the actual cost of our services.

Please note that if additional scopes of work are requested or if additional site visits are requested beyond those anticipated we will discuss with you at that time and may need to increase the Project Budget. Also, labor and expense charges associated with re-inspections and contractor, or weather-related standby/delay time is not included and will be described as such in reports and/or invoicing for your information. We will contact you if these situations occur.

The billing for our services will be directed to your attention on a monthly basis. Actual fees for services provided will accrue in accordance with the attached budget estimate. Work performed

Proposal for Construction Materials Testing Services

Dunbar Creek Facility Rehabilitation ■ Jacksonville, FL

September 25, 2023 ■ Terracon Proposal No. PEQ231178



on holidays or outside of normal business hours (Monday-Friday, 7am to 5pm) may incur additional overtime charges.

This proposal may be accepted by executing the attached Agreement for Services (Agreement) and returning one executed copy along with this proposal to **Terracon**. You may authorize us by returning these documents via email (Shane.Whittier@terracon.com) or (Asmer.Dominguez@terracon.com) or fax (904-268-5255). This Agreement, including the limitations it contains, shall constitute the exclusive term, conditions, and services to be performed for this project.

Again, we greatly appreciate the opportunity to provide this proposal for our services during construction. We look forward to joining the construction team and if you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

Asmer Dominguez
Assistant Project Manager

Shane Whittier, P.E.
Department Manager

Fee Estimate

Materials Services

Dunbar Creek Water Pollution Control Facility Rehabilitation

Terracon Proposal No. PEQ231178

TASK NUMBER	DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
1	Concrete Construction				
	Engineering technician	\$ 75.00	70.00	hours	\$5,250.00
	Reinforcement Steel Inspector	\$ 125.00	50.00	hours	\$6,250.00
	Compressive Strength of 4" x 8" Cylinder	\$ 18.00	75.00	tests	\$1,350.00
	Trips	\$ 110.00	18.00	trips	\$1,980.00
	Sub Total				\$14,830.00
2	Soils				
	Engineering technician	\$ 75.00	14.00	hours	\$1,050.00
	Modified Proctor	\$ 160.00	1.00	tests	\$160.00
	Sieve Analysis	\$ 70.00	1.00	tests	\$70.00
	Trips	\$ 110.00	2.00	trips	\$220.00
	Sub Total				\$1,500.00
3	Deep Foundations				
	Deep Foundations (Field Engineer)	\$ 140.00	90.00	hours	\$12,600.00
	Trips	\$ 110.00	9.00	trips	\$990.00
	Sub Total				\$13,590.00
4	Engineering Services				
	Project Manager	\$ 120.00	17.00	hours	\$2,040.00
	Project Engineer	\$ 175.00	10.00	hours	\$1,750.00
	Clerical	\$ 60.00	8.00	hours	\$480.00
	Sub Total				\$4,270.00
	Total				\$34,190.00



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn Joint Water and Sewer Commission
From: Todd Kline, P.E., Director of Engineering
Date: Thursday, November 16, 2023
Re: APPROVAL - Change Order No. 3; Arco Water & Sewer Improvements – JWSC Project # 2016

Overview

- **Who:** Thomas & Hutton Engineering Co. (Engineer of Record) and UWS, Inc (Contractor)
- **What:** Request to change in payment method, placement of certain sewer infrastructure, and a time extension to the construction contract.
 - Request to change of payment method to a monthly lump sum payment based on percentage of completion.
 - Request for a time extension of 150 days.
 - Request to place certain sewer lines in existing alleyways instead of under paved roadways.
- **Why:** To alleviate the need for future change orders and alleviate the burden on the public roadways. Additionally, to provide an extension of time due to material delays and design changes.

Staff Report:

JWSC Staff received and reviewed a Change Order No. 3 recommendation letter dated November 7, 2023, from Thomas & Hutton Engineering Co (EOR). The Contractor has requested that the remainder of the contract be paid on a monthly lump sum basis in accordance with the percentage of completion of the project. Additionally, the Contractor has requested an additional 150 days to complete the contract. The request for additional time has been made for “modifications and dealing with continued supply chain issues for additional materials.” The only changes to the project at this time are in the form of a request to place sewer lines South of 6th Street in alleyways instead of under paved roads, as originally contemplated. The EOR Recommendation states that this will result in less disturbance to roadways, less costs in placing the sewer lines, and reduced length of lateral service lines that customers will be required to install to connect to the unified system.

Staff has reviewed the Change Order and finds it acceptable. The change to the lump sum basis of payment will not affect the total cost or scope of the project. The contractor’s request to route sewer lines through alleyways instead of under roads will create less disturbance for the public and increase future accessibility to the main. The changes to the timeline are reasonable in the given circumstances. It is believed that this change will better enable the Contractor to utilize opportunities for construction efficiency discovered in the field and eliminate delays with formal engineering redesign. Accordingly, to prevent additional delays and ensure water service is extended to all residents as originally intended, Staff recommends approval of the Contractor’s request for change in the payment model and time extension to the construction in the amount of 150 days.

Recommended Action

To prevent further change orders, streamline the construction and ensure completion of this project as intended, Staff recommends approval of Change Order No. 3 to the Arco Area Water & Sewer Extension to UWS, INC to allow for the requested changes in sewer line installation, the change to lump sum basis, and the extension of the contract time by 150 days.

Recommended Motion

“I move that the Brunswick-Glynn Joint Water and Sewer Commission approve Change Order No. 3 to Project #2016 Arco Area Water & Sewer Extension to allow for the UWS, Inc. requested changes in sewer line installation, the change to lump sum payment basis, and the extension of the contract time by 150 days.”

Enclosures

Thomas & Hutton Recommendation of Approval

Change Order No. 3 to the Arco Area Water & Sewer Extension to UWS, INC

ARCO WATER & SEWER IMPROVEMENTS
BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION
(BRUNSWICK, GA)

CHANGE ORDER NO. 3
J-28492
JWSC #2016

PROJECT: Arco Water & Sewer Improvements

PROJECT NO.: JWSC Project #2016 DATE: November 8, 2023

OWNER: Brunswick-Glynn County Joint Water & Sewer Commission

CONTRACTOR: UWS, Inc.

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
	See attached		
	- Convert to lump sum basis		
	-		
	Total DECREASE		
	Total INCREASE		
	Difference Col. (1) and (2)		
	Net INCREASE Contract Price	0	0

The sum of \$ 0 is hereby added to the total contract price of \$3,864,923.38 and the total contract price to date is \$3,864,923.38.

The time provided for completion in the contract is unchanged/increased/decreased by 150 calendar days.

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

REQUESTED BY: _____ DATE: _____
UWS, Inc.

RECOMMENDED BY: _____ DATE: _____
Thomas & Hutton

REVIEWED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____
BGJWSC

To: Harry Patel, BGJWSC
FROM: Chris Stovall, P.E.
Project: JWSC Project No. #2016
Arco Water & Sewer Improvements
Change Order #3
Date: November 7, 2023

Harry,

Pursuant to a request from the contractor for Change Order #3, the following is provided concerning justifications and recommendations for the request.

To ensure no additional change orders for the project, the contractor has offered to complete the work under a lump sum contract in lieu of the line item contract currently in place. The contractor will provide sewer service to all existing homes and lots as well as water services to the lots/homes on the latest version of plans last updated 8/2/2023.

To ensure no additional change orders, the contractor has requested some leeway in altering the routing of several sewer lines south of 6th Street to be installed within existing alleyways in lieu of installing under pavement as was originally proposed. They have proposed adding additional days to the project so that the final project completion is by April 30, 2024.

After reviewing the proposal, we recommend this approach. It will likely lead to less disturbance of existing roadways and the costs involved in the removal and replacement of pavement within the project area. This in turn will reduce the length of service laterals for those residents within the area, so will reduce their cost to connect to the new sewer system in the future and possibly allowing those customers to connect sooner to utilize the system.

Recommendation and costs:

We recommend converting the contract to a lump sum. No increase in budget is required. Construction costs will now be paid each month base on a total percentage complete. The contractor will continue providing information on individual line items (i.e. length of pipe installed, area of paving) so that justification of percent complete can be determined.

Due to the modifications and dealing with continued supply chain issues for additional materials, the Contractor has requested 150 additional construction days for completion.



P.O. Box 516 - Trion, GA 30753
Phone: 706-734-0577 Fax: 706-734-0805
www.uwsinc.net

Mr. Todd Kline
JWSC

The following is a proposal to convert the current unit price contract into a Lump Sum not to exceed Agreement for the Arco Project.

It was discussed in a previous site meeting the possibility of converting the current unit price contract into a not to exceed lump sum contract. UWS recognizes the commission's task of trying to complete this project and keep it within its current budget while at the same time fulfilling the requirements of providing sewer services to those within the target area. It is this reason UWS proposes to try and complete said project on a lump sum and or not to exceed basis.

During the construction of the project there have been constant challenges and unforeseen obstacles that have slowed progress as seen by both the contractor and the owner. Our intent is to speed this progress up by allowing UWS to perform in the field changes and simple redesigns at time of discovery instead of going through the standard RFI procedures. With this ability UWS believes it can complete this project at a faster pace and without added cost to the owner.

Our goal is the following:

- Complete said project in a timely manner
- Complete said project with guidelines of servicing all of the targeted service area
- Provide field established design build services in conjunction with Thomas and Hutton to better route sewer service around current obstacles at no cost increase to the owner.
- Complete construction without the need of further change orders by either adding and or diminishing work within the field at the cost of the contractor.
- Complete said project within the remaining current contract amount of \$2,359,079.15

In order for this to work we have suggested a few redesigns by moving sewer mains out of the roads and into back alleys designated as county ROW's. If these redesigns work we will also greatly reduce the cost placed on the customer for service hook ups. This would as we hope be an incentive for more homeowners to switch over to city provided sanitary services.

Andrew Weaver, President and CEO



P.O. Box 516 - Trion, GA 30753
Phone: 706-734-0577 Fax: 706-734-0805
www.uwsinc.net



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn Joint Water & Sewer Commission
From: Todd Kline, P.E., Director of Engineering
Date: Thursday, November 16, 2023
Re: Agreement for Supplemental Utility Locating Services

Background

Georgia State law through the Georgia Utility Facility Protection Act (aka. GA Dig Law) requires anyone using mechanized equipment to excavate, demolish or perform work within ten feet of overhead power lines to properly apply for the location (marking) of existing utilities. This takes place through the Georgia 811 "Call Before You Dig" system. As a registered utility owner, the Brunswick-Glynn Joint Water & Sewer Commission (JWSC) must provide locate and marking of its facilities. The JWSC self-performs utility locates of the public water and sewer assets. JWSC locates are currently conducted by two full time Locate/GIS staff members. By law, utility owners registered through GA811 must respond to all locate tickets within two business days.

Staff Report

LiveOak Fiber, LLC (Live Oak) is a private utility company that is currently engaged in a project to comprehensively install new fiberoptic utilities throughout all of Glynn County. LiveOak has currently installed approximately 1.5 million linear feet of conduit, with a balance of 1.5 million linear feet left to install by the second quarter of 2024. This aggressive schedule of construction in addition to the routine locate requirements for other projects has strained the capabilities of JWSC Locate staff. Efforts to utilize JWSC Operational staff to supplement the locate effort after hours has helped but another solution has proven to be necessary.

LiveOak currently contracts with Digital Concrete Imaging, LLC (DCI) for utility locating services on their current Glynn County fiber installation project. LiveOak proposes to utilize DCI to supplement existing JWSC water and sewer locate efforts, at no cost to the JWSC. The JWSC would maintain primary responsibility for locate provision and would not relinquish ownership of response to the GA811 system. The JWSC would provide DCI with GIS mapping and documentation to aid in their locate efforts, while DCI would focus on keeping ahead on locates required for the LiveOak installation.

Staff have met with DCI, reviewed their company's abilities, and believe them to be capable of the provision of locate services. Staff believes that DCI may provide aid that could minimize damage to the water and sewer assets, as well as allow the JWSC Locate staff to better maintain the balance of other GA811 locate and GIS responsibilities.

Recommended Action

JWSC Legal has reviewed the attached contract and approves the content. Staff recommends the JWSC enter into contract with Digital Concrete Imaging, LLC and LiveOak Fiber, LLC to supplement the JWSC utility locating efforts.

Recommended Motion

"I move that the Brunswick-Glynn Joint Water & Sewer Commission enter into contract with Digital Concrete Imaging, LLC and LiveOak Fiber, LLC to perform supplemental utility locating at no cost to the JWSC."

Enclosures

1. LiveOak Fiber, LLC Utility Locate Contract.

**STATE OF GEORGIA
COUNTY OF GLYNN**

UTILITY LOCATE CONTRACT

This Agreement, made as of the _____ day of _____, 2023 by and between **DIGITAL CONCRETE IMAGING, INC., a corporation organized under the laws of Florida**, (also referred to herein as "Digital Concrete" or "Contractor"), **LIVEOAK FIBER, LLC, a company organized under the laws of Delaware**, (also referred to herein as "LiveOak") and **BRUNSWICK-GLYNN COUNTY WATER AND SEWER COMMISSION, a body corporate and politic, acting by and through its Board of Commissioners** (hereinafter referred to as "JWSC" or "Utility") (both JWSC and County may be hereinafter collectively referred to as the "Parties"),

W I T N E S S E T H

WHEREAS, LiveOak Fiber, LLC is engaged in the installation of fiber-optic cables to provide high speed internet in Glynn County ("the Project"); and,

WHEREAS, the JWSC possesses underground water and sewer infrastructure located in Glynn County; and,

WHEREAS, Digital Concrete possess specialized equipment and labor necessary to perform services for the location and identifying of its water and sewer assets ("Utility Location Services"); and,

WHEREAS, the JWSC believes Digital Concrete possesses the manpower, skill, equipment, and ability to perform Utility Location Services to the standard necessary to protect JWSC assets; and,

WHEREAS, the JWSC benefits from providing utility location services in cooperation with other utility entities to ensure the protection of Glynn County's water and sewer infrastructure from damage; and,

WHEREAS, LiveOak, agrees to fund the Digital Concrete's performance of utility location services under this agreement; and,

NOW THEREFORE, The JWSC, by and through its Board of Commissioners, does hereby agree to enter this Utility Locate Contract ("Agreement") with LiveOak Fiber, LLC and Digital Concrete Imaging, Inc., subject to the following provisions.

NOW THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, LiveOak, Digital Concrete, and the JWSC agree as follows:

1. Term

(a) The Term of this Agreement shall commence as of the execution of this Agreement by all parties, and shall terminate upon the completion of the Project and any outstanding work being performed pursuant to this Agreement. The parties agree to make any necessary changes in the structure of the Term to comply with the same and any other provisions of Georgia law, as amended from time to time.

2. Scope of Work

Digital Concrete shall be responsible for the receipt and performance of Utility Location Requests ("Requests") submitted pursuant to O.C.G.A. § 25-9-1 *et seq.* by LiveOak.

Upon receipt of Requests, the JWSC shall make a determination as to whether it desires Digital Concrete to complete a respective Request. The JWSC shall forward Requests for Digital Concrete's performance in accordance with O.C.G.A. § 25-9-1 *et seq.* and any other applicable

laws. The method of transmitting the tickets shall be done in any manner that is mutually agreeable to the Parties.

Digital Concrete recognizes that the JWSC is responsible for performing Requests with the specificity timeliness as required by O.C.G.A. § 25-9-1 *et seq.* and any other applicable laws. Digital Concrete shall respond to the requests in accordance with the applicable law, including but not limited to requirements related to timing of responses, method of identifying utilities, and location accuracy.

Digital Concrete shall make a prompt determination as to whether it has the capabilities to handle Utility Location Requests. If Digital Concrete determines it is unable to perform a request for any reason, it shall immediately notify the JWSC of that determination.

Notwithstanding any other provision herein, Digital Concrete shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county, and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.

3. Confidentiality.

- a. Disclosure. Each Party acknowledges that it may disclose Confidential Information to the other in connection with this Agreement. The Party receiving the Confidential Information shall:
 - (i) use all Confidential Information received by it solely to carry out the purposes of this Agreement and for no other purpose whatsoever;
 - (ii) limit access to any Confidential Information received only to its employees and/or

- contractors who have a need to know and only for use in connection with this Agreement;
- (iii) advise those employees and/or contractors having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Agreement;
- (iv) take appropriate action by agreement with those employees and/or contractors having access to the Confidential Information to fulfill its obligations under this Agreement;
- (v) safeguard all Confidential Information received by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own similar information or material; and
- (vi) upon request return or destroy and acknowledge destruction of all copies, notes, packages, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the disclosing party upon its request. “Confidential Information” means all proprietary, secret or confidential information relating to either party and its operations, employees, products or services, any information relating to any Affiliate, customer or potential customer and all personal data, including all Personal Information. “Personal Information” means personally identifiable information relating to employees of the JWSC or JWSC’s customers. Furthermore, Digital Concrete understands and acknowledges the sensitivity and confidentiality of Personal Information which may be contained in Confidential Information received from the JWSC and that such information may be obtained from customers who are subject to applicable privacy laws,

regulations and guidelines (“Privacy Laws”). In addition to its other obligations under this Section, Digital Concrete acknowledges the protections afforded by Privacy Laws to Personal Information and agrees to comply with all legal and contractual requirements relating to the privacy and confidentiality of Personal Information applicable to it in the performance of its obligations under this Agreement. Digital Concrete will notify the JWSC immediately upon discovery of any lost or altered Confidential Information, any breaches of its information security systems or attempts to penetrate such systems and will bear the cost of reproduction or any other remedial steps necessary or advisable to address the security breach. Digital Concrete’s information security procedures and tools will always meet or exceed applicable information security standards, including those established by applicable U.S. and/or foreign governmental regulatory agencies and the standards required by the JWSC’s Information Security Group from time to time.

- b. Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information:
- (i) is already known to the receiving party free of any restriction at the time it is obtained from the other party;
 - (ii) is subsequently learned from an independent third party free of any restriction and without breach of this Agreement;
 - (iii) becomes publicly available through no wrongful act of either party;
 - (iv) is independently developed by one party without reference to any Confidential Information of the other; or

(v) is required to be disclosed by law, regulation, court order or subpoena, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

c. Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and agree that the non-breaching party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

d. Transfer of Employees. In addition to any rights or remedies which either party may have under this Agreement or any Services Agreement, if the JWSC demonstrates that an employee of the Digital Concrete has, in violation of this Agreement, disclosed the JWSC's Confidential Information to a third party, or to an employee of Digital Concrete who does not have a need to know such information in connection with the performance of his or her duties under this Agreement and the Services Agreements, the JWSC may request Digital Concrete to transfer the disclosing employee to responsibilities which do not involve this Agreement.

4. Personal Information Incident Requirements.

a. Procedures. Digital Concrete will maintain procedures reasonably designed to detect and respond to Personal Information Incidents, including procedures for corrective action. As used in this Agreement, "Personal Information Incident" shall mean an event that leads to or may lead to unauthorized acquisition, loss or distribution of paper or computerized data that compromises the security, confidentiality, or integrity of Personal Information.

- b. Notification and Timing. Notwithstanding any other obligations Digital Concrete may have under applicable law, Digital Concrete agrees to notify the JWSC within four (4) hours by a phone call to the primary and backup contacts for interaction with Digital Concrete as described in this Agreement and at the telephone numbers described herein (or such other phone number as is designated by the JWSC), upon Digital Concrete' discovery and validation (which validation typically will not require more than twenty-four (24) hours) of a potential or actual Personal Information Incident. Digital Concrete will also provide feedback as described below to the JWSC about any impact such potential or actual Personal Information Incident may or will have on the JWSC, its affiliates and/or the individual users of the JWSC's services (e.g., consumers, customers or employees). Digital Concrete will provide the following information during such notification phone call:
- (i) problem statement;
 - (ii) expected resolution time (if known); provided, however, that if the resolution path is unknown at the time of the phone call, Digital Concrete will advise JWSC that the path is unknown; and
 - (iii) the name and phone number of the Digital Concrete representative(s) the JWSC can contact to obtain incident updates.
- c. Security Resources. During the Agreement Term, the JWSC will make available resources from its security group to assist with a Personal Information Incident.
- d. Notification. Digital Concrete understands that JWSC or its affiliates may be required to report Personal Information Incidents to affected individuals and/or any governmental authority or agency having supervisory or oversight authority over the JWSC and that

the JWSC may provide such reports.

- e. Notification Assistance. In addition to any other obligations Digital Concrete may have under this Agreement, and subject to the JWSC's continuing obligations as a data owner/controller, Digital Concrete shall, and in response to the JWSC's reasonable instructions, if any, which will be based on the JWSC's assessment of the Personal Information Incident and the harm reasonably anticipated to result there from:

- (i) assist in the identification of affected persons and relevant jurisdictions;
- (ii) allocate call center resources and training to manage inquiries;
- (iii) provide affected persons with such assistance (credit monitoring, etc.) as the JWSC deems reasonable;
- (iv) assist with the delivery of electronic, hard copy and/or telephonic notifications to affected individuals, as provided to Digital Concrete by the JWSC; and
- (v) undertake a procedural review/audit to determine any appropriate corrective measures to avoid a similar situation recurring, and report to the JWSC the corrective measures undertaken.

If the Personal Information Incident results from Digital Concrete's acts or omissions that are not otherwise excused pursuant to this Agreement, Digital Concrete will provide the notification assistance described above at no cost to the JWSC.

5. Access to Records

Digital Concrete may request records from the JWSC if Digital Concrete determines that those records are necessary for the performance of the services contemplated herein.

Data Retention and Destruction.

- a. Under this Agreement, Digital Concrete shall only retain Confidential Information or Personal Identifiable Information (PII) belonging to JWSC, for a period of time required for providing the services that the JWSC has agreed to in this Agreement or as defined in the table below.
- b. Digital Concrete's procedure for recording destruction/disposal of Confidential Information or PII received, transferred or stored on physical or electronic media. This procedure will be used to provide certification of the method that reduces the risk the recovery or reconstruction of PII. Methods used for destroying/disposing of PII are outlined in the following table:

Medium	Practice
Computerized Data/ Hard Disk Drives	Methods of permanent destruction / disposal should destroy data permanently and irreversibly. Methods may include overwriting data with a series of characters (0 and 1) or reformatting the disk (destroying everything on it). Total data destruction has occurred when back-up tapes have been overwritten (if required).
Computer Data/ Magnetic Media	Methods may include overwriting data with a series of characters (0 and 1) or reformatting the tape (destroying everything on it). Total data destruction has occurred when back-up tapes have been overwritten (if

required). Magnetic degaussing will leave the sectors in random patterns with no preference to orientation, rendering previous data unrecoverable.

PII Labeled Devices,	Reasonable steps have been taken to destroy or de-identify any PII
Containers,	information prior to disposal of this medium. Removing labels or
Equipment, Etc.	incineration of the medium.
Paper Records	Paper records that contain PII are destroyed/disposed of in a manner
	for
	destroying/disposing of these paper records, which includes: burning,
	shredding, pulping, and pulverizing.

6. Compensation

The JWSC shall pay both LiveOak and Digital Concrete \$10.00 as consideration for the services contemplated under this Agreement. Both LiveOak and Digital Concrete recognize the foregoing consideration is good and valuable.

LiveOak shall bear all responsibility for any expenses incurred in procuring the services of Digital Concrete pursuant to this Agreement. Digital Concrete and LiveOak recognize that they are not entitled to any payment or remuneration of any kind under this Agreement, except as specifically set forth in this Paragraph. This Agreement shall not limit the consideration, obligations, rights, or other terms of any other agreement, including any agreements between LiveOak and Digital Concrete.

7. Insurance

During the term of this Agreement, Digital Concrete shall, at its own cost and expense, obtain and maintain in full force and effect, a minimum of the following insurance coverage:

- a. workers' compensation and disability insurance in statutory amounts;
- b. employer's liability insurance with a minimum limit of \$500,000;
- c. automobile liability insurance (including owned, non-owned and hired vehicles) with a combined single minimum limit of \$1,000,000 each accident for bodily injury and property damage;
- d. commercial general liability insurance or suitable umbrella insurance with minimum single limit coverage of \$5,000,000 each occurrence covering liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract; and
- e. professional liability insurance with minimum coverage of \$5,000,000 each claim covering liability arising from negligent delivery of professional services. Digital Concrete shall name the JWSC as an additional insured to Digital Concrete's commercial general liability policy.

Digital Concrete shall furnish to the JWSC either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within ten (10) days of the JWSC's written request. The certificate will provide that the JWSC will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Digital Concrete's furnishing of certificates of insurance or purchase of insurance shall not release Digital Concrete of its obligations or liabilities under this Agreement.

8. No Assignment

No assignments of any kind, including assignments of rights and obligations, shall be made without a signed writing executed by all Parties hereto.

9. Indemnification

Digital Concrete shall indemnify, defend, and hold the JWSC, its officers, agents, and employees harmless from any and all claims arising out of the performance of services or the failure to perform services by Digital Concrete pursuant to this Agreement. Digital Concrete shall pay and judgement arising out of any and all claims contemplated in this section.

10. Compliance With Law

The parties shall, in all respects related to the funds transferred pursuant to this agreement, comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect the use of the funds.

Accordingly, Digital Concrete agrees, before execution of this Agreement, that it has completed and submitted to the JWSC an affidavit compliant with O.C.G.A. § 13-10-91(b). Digital Concrete shall be responsible for complying with all additional provisions of O.C.G.A. § 13-10-91, as applicable.

11. Termination

Any party hereto shall be entitled to unilaterally terminate this Agreement without cause at any time with seven (7) days' notice. Termination may be effected by delivery of a signed written notice.

If, at any time, the JWSC, in its good-faith judgment, believes that the services contemplated in this Agreement are being performed unsafely or not in accordance with applicable law, the JWSC shall be entitled to terminate this Agreement immediately. Further, upon terminating this Agreement pursuant to this Paragraph, the JWSC shall have authority to direct the immediate ceasing of any services being provided under this Agreement.

In the event of termination, the Parties shall act in good-faith to protect the Parties' relevant assets and the ability of the JWSC to continue the provision of Utility Location Services that are compliant with law.

Notwithstanding any other provision herein, this Agreement shall automatically terminate upon the completion of LiveOak's Project or three (3) years after the execution of this Agreement, whichever occurs first.

12. Notices

All notices hereunder shall be in writing, signed by the party making the same, and shall be delivered personally or sent via certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows:

To the JWSC: Brunswick-Glynn County Joint Water and Sewer Commission
Attn: Executive Director
1703 Gloucester Street
Brunswick, Georgia 31520

To LiveOak: LiveOak Fiber, LLC
808 Gloucester Street
Brunswick, GA 31525

To Digital Concrete: Digital Concrete Imaging, Inc. dba Breakpoint Surveying and Underground
202 Lake Miriam Drive, Suite E1
Lakeland, FL 33813
Bryan @breakpointsurvey.com

The date of mailing or the date of personal delivery, as the case may be, shall be the date of such notice.

13. Entire Agreement

This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein

shall be of any force or effect. No failure to exercise any power given to the parties hereunder, or any failure to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any right to demand exact compliance with the terms hereof. No modification, alteration or amendment to this agreement shall be binding unless the same is contained in a written agreement executed between the parties, executed with the same formality as this Agreement.

14. Binding Effect of Agreement

This Agreement and all of its covenants, conditions and terms shall extend to and be binding on any subcontractors, to the extent required by law.

15. Severability

If any clause or provision of this Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby.

16. Captions

The captions used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

17. Governing Law

The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement. Further, Georgia law shall govern any dispute, claim, or other matter arising out of or in connection with the Agreement, and any such matter shall be litigated in the Superior Court of Glynn County.

18. Not Construed Against the Drafter

This Agreement has been negotiated and prepared by the Parties and their respective counsel. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

19. Counterparts

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

20. Time Of Essence

With respect to all the terms and conditions of this Agreement, time is of the essence.

21. No Third-Party Beneficiaries

This Agreement is intended for the benefit of the Parties hereto and, unless explicitly stated, nothing herein shall confer any rights or obligations upon any other person or entity.

22. Publicity

Neither party shall use the name, logo, trademarks, tradenames, or any facsimile thereof of the other party in publicity releases, advertising, or promotional material, or other business-generating efforts without first securing the written consent of such other party.

[SIGNATURES ON NEXT PAGE]

In Witness Whereof, the parties have hereunto executed this instrument under seal and delivered these presents in duplicate originals as of the day and year first-above written.

Agreed to by the Glynn County Board of Commissioners on the ____ day of _____, 2023.

By: _____

Chairman, Brunswick-Glynn County Water and Sewer Commission

Attest: _____

Clerk, Brunswick-Glynn County Water and Sewer Commission

Agreed to by Digital Concrete Imaging, Inc. on the ____ day of _____, 2023.

By: _____

Title: _____

Attest: _____

Agreed to by LiveOak Fiber, LLC on the ____ day of _____, 2023.

By: _____

Title: _____

Attest: _____