

CITY OF BRUNSWICK

601 Gloucester Street * Post Office Box 550 * Brunswick * Georgia * 31520-0550 * (912) 267-5500 * Fax (912) 267-5549

Cosby H. Johnson, Mayor
Felicia M. Harris, Mayor Pro Tem
Lance Sabbe, Commissioner
Kendra L. Rolle, Commissioner
Gwen Atkinson-Williams, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

BRUNSWICK CITY COMMISSION REGULAR SCHEDULED COMMISSION MEETING WEDNESDAY, APRIL 17, 2024 AT 6:00 P.M. 1229 NEWCASTLE STREET, 2nd FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

<https://www.facebook.com/citybwkga>

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

1. Adoption of April 17, 2024 Regular Scheduled Meeting Agenda.

PUBLIC COMMENT(S)

RECOGNITION(S), PRESENTATION(S), & AWARD(S)

2. Recognition of Georgia Recreation Park Association State Basketball Champions. (V. Booker)
(Encl. 1)

UPDATE

3. Recreation and Parks Director, Vanessa Booker to Provide an Update on Recreation Activities, etc.
(V. Booker) (Encl. 2)

PUBLIC HEARING – NEW ALCOHOL BEVERAGE LICENSE(S) (A. Brown)

4.

New Alcohol Beverage License			
Name of Business	Business Owner/Manager	Business Address	Permit Type
Makers	Owner: Kathy Brooks	1214 Newcastle Street	On premise consumption of beer and wine.

ITEM(S) TO CONSIDER FOR APPROVAL

5. Consider Approval of April 3, 2024 Regular Scheduled Meeting Minutes. (subject to any necessary charges.) (N. Atkinson) (Encl. 3)
6. Consider Approval to Change Regular Scheduled Commission Meeting Date of Wednesday June 19, 2024.
7. Consider Approval of an Award Agreement Between Georgia Department of Natural Resources Coastal Resources Division and the City of Brunswick to Accept Funding from the National Fish

And Wildlife Foundation through the National Coastal Resilience Fund for Design of Flood Mitigation Practices along Lanier Boulevard and Near Glynn Middle School. *(G. Alberson)* **(Encl. 4)**

8. Consider Approval of a Design Agreement with Goodwyn Mills Cawood (GMC) for Engineering Design Services Associated with the National Fish and Wildlife Foundation Grant for Flooding Mitigation Improvements on Lanier Boulevard and near Glynn Middle School. *(G. Alberson)* **(Encl. 5)**
9. Consider Approval of a Contract with Coastal Greenery, Inc. for Mowing and Grounds Maintenance at Palmetto and Greenwood Cemeteries. *(G. Alberson)* **(Encl. 6)**

EXECUTIVE SESSION

“Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator Rick Charnock at 912-267-5572 or email rcharnock@cityofbrunswick-ga.gov . Please give at least 48 hours’ notice to allow the City to make reasonable accommodations for those persons(s).”



SUBJECT: Jr Girls (13-14) GRPA State Basketball Champions

COMMISSION ACTION REQUESTED ON: April 17, 2024

PURPOSE: To present this special group of young ladies (State Basketball Champions) to the Mayor and the Commissioners.

HISTORY: The City of Brunswick Recreation 14u girls' all-star team is one SPECIAL group of girls. They have been putting in work for some time now. As 10-year-olds they were state runner ups, and as 11-12, and 13-year-olds State Champs! That is definitely something to be proud of. After the state championship game on last year all the girls said that they wanted to come back and try again for a 3rd championship. Not very many 13–14-year-olds come back to play Rec., so where would they play? City Recreation Department came back with a 14U team, so they all signed up. They played different agencies throughout the regular season and was undefeated. They then went on to win the district Basketball tournament held in Douglas Ga. They then advanced to the state championship in Savannah Ga where they again went undefeated. It's been a lot of fun watching them all work so well together and grow at a game they all love. Hard work and dedication definitely got them here. They are ONE SPECIAL GROUP OF GIRLS! Thank you, players and Coaches!

FACTS AND ISSUES: N/A

BUDGET INFORMATION: N/A

OPTIONS: No action required

Page | 1

DEPARTMENT RECOMMENDATION ACTION:

DEPARTMENT:

Prepared by: Vanessa Booker

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

City Manager

Date



SUBJECT: Recreation Update

COMMISSION ACTION REQUESTED ON: April 17, 2024

PURPOSE: To update the Mayor and Commissioners on the progress of Recreation.

HISTORY: Update on the Transition from Glynn County Recreation to City Recreation.

FACTS AND ISSUES:

Facts that can be discuss are the numbers of Participants from each program.

No issues at the present

BUDGET INFORMATION: N/A

OPTIONS:

DEPARTMENT RECOMMENDATION ACTION:

DEPARTMENT:

Prepared by: Vanessa Booker

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

City Manager

Date

OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
WORK SESSION
WEDNESDAY, APRIL 3, 2024 AT 5:00 P.M.
1229 NEWCASTLE STREET, 2nd FLOOR
&
STREAMED LIVE AT THE BELOW WEB ADDRESS:
<https://www.facebook.com/citybwkga>

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro Tem Felicia Harris, Commissioner Kendra Rolle ~ (*arrived at 5:06 p.m.*), Commissioner Lance Sabbe and Commissioner Gwen Atkinson-Williams

CALL TO ORDER: Mayor Johnson

DISCUSSION

1. Local Act to Provide for a Homestead Exemption for Ad Valorem Tax Property Taxes Assessed by the City of Brunswick.

Mayor Johnson gave a brief overview of the above-referenced item.

Tax Commissioner Jeff Chapman gave a brief overview of what implementing homestead exemption would look like for the City of Brunswick.

Following questions and responses; Commission thanked Tax Commissioner Jeff Chapman.

2. Discussion & Presentation Regarding Department of Community Affairs Workforce Housing Infrastructure Grant & Construction Loan Program for Reynolds Cottages Workforce Housing Development.

Ed Farley, Board Chairman of Forward Brunswick introduced Foster Hayes, Communications Manager for Forward Brunswick.

Foster Hayes gave a presentation regarding the Reynolds Cottages development and Department of Community Affairs Workforce Housing Infrastructure Grant & Construction Loan Program. John Hunter, Planning, Development and Codes Director provided information regarding the City's involvement.

Following questions and responses, the Commission thanked Mr. Hayes for the presentation.

WORK SESSION ADJOURNED – *session adjourned at 6:00 p.m.*

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED MEETING
WEDNESDAY, APRIL 3, 2024**

AT 6:00 P.M.

1229 NEWCASTLE STREET, 2nd FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

<https://www.facebook.com/citybwkga>

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro Tem Felicia Harris, Commissioner Kendra Rolle, Commissioner Lance Sabbe and Commissioner Gwen Atkinson-Williams

CALL TO ORDER: Mayor Johnson - *meeting began at 6:00 p.m.*

INVOCATION: Mayor Johnson

PLEDGE OF ALLEGIANCE: Recited in unison by all in attendance.

ADDENDUM TO AGENDA:

**

Commissioner Sabbe made a motion to defer item number nine (9) “Consider Approval of Resolution Number 2024-04 ~ In Support of the Introduction of a Local Act to Provide for a Homestead Exemption for Ad Valorem Tax Property Taxes Assessed by the City of Brunswick.”; date not exact; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

**

APPROVAL OF AGENDA

1. Adoption of April 3, 2024 Regular Meeting Agenda.

Mayor Pro Tem Harris made a motion to approve the above-referenced agenda with the aforementioned addendum, seconded by Commissioner Rolle. Motion passed unanimously.

RECOGNITION(S), PRESENTATION(S), & AWARD(S)

2. Proclamation Presentation to David Bravo Director of Neighborhood and Community Services Recognizing April 1st – 5th as National Community Development Week.

Proclamation accepted with gratitude.

3. Proclamation Recognizing April 15th - 20th as Cities United Week.

Proclamation read by Mayor Johnson; with details of scheduled events provided by City Manager McDuffie.

APPOINTMENT(S)

- 1) Urban Redevelopment Authority ~ Two Appointments (*Mayoral Appointments*)
Mayor Johnson re-appointed Taylor Ritz to the above referenced authority.
- 2) Brunswick Housing Authority ~ One Appointment (*Mayoral Appointment*)
Mayor Johnson appointed Angela Richards to the above-referenced authority.

ITEM(S) TO CONSIDER FOR APPROVAL

4. Approval of March 20, 2024 Regular Scheduled Meeting Minutes. *(subject to any necessary charges.)*
(N. Atkinson)
Mayor Pro Tem Harris made a motion to approve the above-referenced minutes; seconded by Commissioner Sabbe. Motion passed unanimously.
5. Consider for Approval to Change Commission Meeting Date of Wednesday June 19, 2024 to Monday, June 17, 2024.
Commissioner Sabbe made a motion to defer the above-referenced item until April 17, 2024 commission meeting; seconded by Commissioner Rolle. Motion passed unanimously.
6. Consider Approval of Purchase of a Flatbed Dump Truck. *(R. Charnock)*
Commissioner Atkinson-Williams moved to approve the above-referenced purchase from Rush Truck Center in the amount of \$115,930.36; seconded by Commissioner Sabbe. Motion passed unanimously.
7. Consider Approval of Financial Reports as of February 29, 2024. *(R. McDuffie)*
Commissioner Sabbe made a motion to approve the above-referenced financial reports as submitted; seconded by Mayor Pro Tem Harris. Motion passed unanimously.
8. Consider Approval of Pay Adjustment for City Personnel. *(R. McDuffie)*
Commissioner Rolle made a motion to approve pay adjustment for city personnel; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.
9. Consider Approval of Resolution Number 2024-04 ~ In Support of the Introduction of a Local Act to Provide for a Homestead Exemption for Ad Valorem Tax Property Taxes Assessed by the City of Brunswick.

The above-referenced item was deferred, date not exact.

10. Consider Approval to Allow City Staff to Submit Funding Application for Rural Workforce Housing Grant and Construction Loan financing to be Applied at Reynolds Cottages Development.

The above-referenced agenda item null and void due to lack of motion.

Following discussion:

Commissioner Atkinson-Williams moved to approve the above-referenced request allowing city staff to submit funding application for rural workforce housing grant and construction loan financing to be applied at Reynolds Cottages development; seconded by Mayor Pro Tem Harris. Motion passed by a vote of 4 to 0; with Commissioner Sabbe abstaining.

EXECUTIVE SESSION

Mayor Pro Tem Harris made a motion to hold an executive session to discuss litigation and personnel; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

RECONVENE EXECUTIVE SESSION

Mayor Johnson reported no action was taken.

Commissioner Atkinson-Williams moved to adjourn; seconded by Commissioner Rolle. Motion passed unanimously.

MEETING ADJOURNED – *meeting adjourned at 8:25 p.m.*

/s/Cosby H. Johnson
Cosby H. Johnson, Mayor

Attest: /s/ Naomi D. Atkinson
Naomi D. Atkinson
City Clerk



SUBJECT: NFWF NCRF GRANT – FLOOD MITIGATION DESIGN AT LANIER BOULEVARD AND GLYNN MIDDLE SCHOOL

COMMISSION ACTION REQUESTED ON: April 3, 2024

PURPOSE:

Approval of an award agreement between the Georgia Department of Natural Resources Coastal Resources Division and the City of Brunswick to accept funding from the National Fish and Wildlife Foundation through the National Coastal Resilience Fund for design of flood mitigation practices along Lanier Boulevard and near Glynn Middle School

HISTORY:

The City’s Stormwater Master Plan, completed in 2020, identified and prioritized 15 flooding and storm drainage capital improvement projects throughout the city. The area around Glynn Middle School was listed at #6 on the final priority listing, and the area of Habersham Park neighborhood was listed as #12 on the priority list. Each of these areas of the city are prone to both tidal flooding and storm event flooding. The marshes along Highway 17 and Lanier Boulevard present significant problems due to rising coastal water levels, high tide events and storm surge flooding. Additionally, there are challenges with the collection, transport and removal of stormwater from these areas during rainfall events. Significant rainfall can create major flooding issues, especially when combined with high tide cycles or coastal water levels.

FACTS AND ISSUES:

The Georgia Department of Natural Resources – Coastal Resources Division (CRD) has partnered with the City of Brunswick and the Glynn County Board of Education in an effort to secure funding to study the drainage basins and design practices which will help to reduce or mitigate the flooding concerns along Lanier Boulevard and the southern end of the city near Glynn Middle School. CRD has been awarded a grant from the National Fish and Wildlife Foundation in the amount of \$300,000 to design practices which will improve flooding conditions in this area.

The project will address several aspects of flood mitigation and resilience in the Glynn Middle School / Lanier Boulevard basin. First, the project will investigate and design tide control measures at nine (9) pipe crossing across Lanier Boulevard. At locations where the tide control

devices are ultimately approved and permitted, they will help to prevent tide water from moving from the east side of Lanier Boulevard to the west side. This will help flooding conditions at the school as well as the neighborhood of Habersham Park north of the school.

As far as tide control, the project will include design of a tide control measure at the storm pipe outfall at Prince and Bartow Street. Currently, tide water enters this pipe at high tides and spills out of the drainage inlets along Prince Street near Inez Williams Park. A tide control device at this location will prevent the tide water from entering the pipe and flooding the upstream properties and roadway.

The second aspect that the project will address is stormwater runoff control at Glynn Middle School. The school site contains a large amount of impervious surfaces and therefore discharges large amounts of stormwater runoff. Several green infrastructure measures will be designed with the intention of reducing this runoff volume. These measures may include replacing the parking area with pervious pavement, installing infiltration basins, constructing rain gardens or bioswales to capture runoff, and using cisterns to help control roof drainage. This runoff reduction will help to reduce potential flooding on the school site and the properties adjacent to the school. Additionally, the school will be able to build part of their curriculum around these features and use them as teaching tools for the middle school students.

A third aspect that the project will address is the flooding potential of the large ditch that runs along the east side of MLK Boulevard from Prince Street to Fourth Ave. The project will assess the capacity of the ditch and try to find measures which can increase the capacity of the ditch in order to reduce the flooding potential for adjacent and upstream properties.

One final aspect of flood mitigation that will be addressed in this project is Lanier Boulevard. There are currently several areas along Lanier Boulevard which are overtopped during high tide events. The project will investigate several measures to help mitigate this problem through the use of tide control devices, raising the elevation of the roadway, or possibly even restricting travel along the roadway. The NOAA Sea Level Rise viewer maps (attached) indicate that Lanier Boulevard will be completely inundated with a water level rise of 2-3 feet. It is unknown as to when this rise might occur, but this project will begin to examine ways to mitigate the rise of the water.

This phase of grant funding is intended to make assessments of the basin, identify potential mitigation measures, and advance the measures to approximately 60% design completion. There are plans to apply for a second phase of funding later this spring which would provide funds for completion of the designs and permitting of the measures. A final round of funding would provide for construction of these measures.

BUDGET INFORMATION:

The Georgia Department of Natural Resources Coastal Resources Division was awarded \$300,000 from NFWF for this phase of the project. In partnering with CRD on this project, the City will commit \$30,000 toward the project. These funds will be paid from SPLOST 22 – Storm Drainage.

OPTIONS:

1. Authorize the Mayor to sign an agreement with Georgia Department of Natural Resources to accept \$300,000 from the National Fish and Wildlife Foundation to address flooding issues along Lanier Boulevard in Brunswick, and to provide \$30,000 as a local match to the grant funding.
 2. Do not authorize the Mayor to sign an agreement with Georgia Department of Natural Resources to accept \$300,000 from the National Fish and Wildlife Foundation to address flooding issues along Lanier Boulevard in Brunswick, and to provide \$30,000 as a local match to the grant funding.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an agreement with Georgia Department of Natural Resources to accept \$300,000 from the National Fish and Wildlife Foundation to address flooding issues along Lanier Boulevard in Brunswick, and to provide \$30,000 as a local match to the grant funding.

DEPARTMENT: Engineering

Prepared by: Garrow Alberson, P.E., Director of Engineering and Public Works

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign an agreement with Georgia Department of Natural Resources to accept \$300,000 from the National Fish and Wildlife Foundation to address flooding issues along Lanier Boulevard in Brunswick, and to provide \$30,000 as a local match to the grant funding.

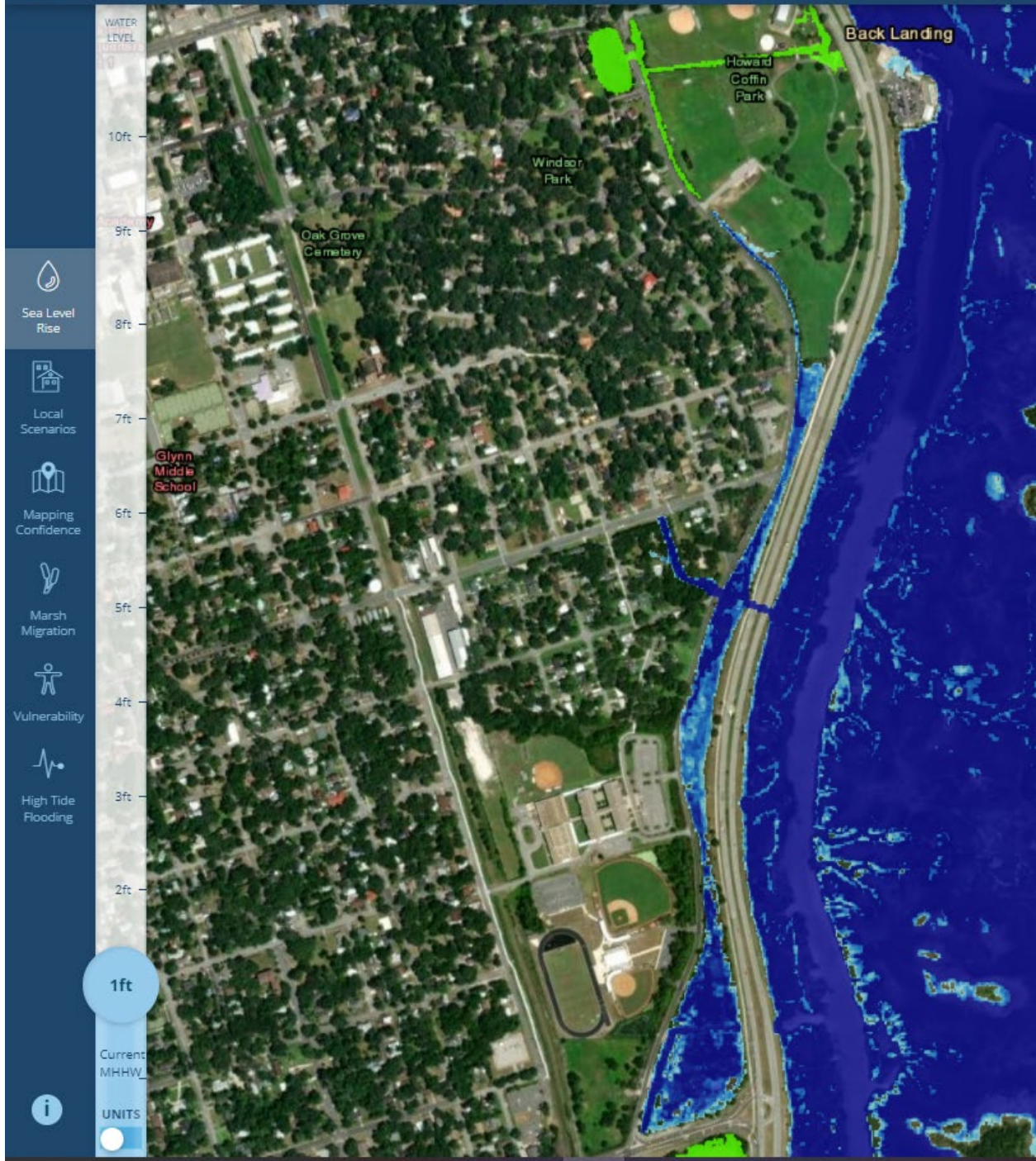
Regina M. McDuffie

City Manager

3/26/24
Date

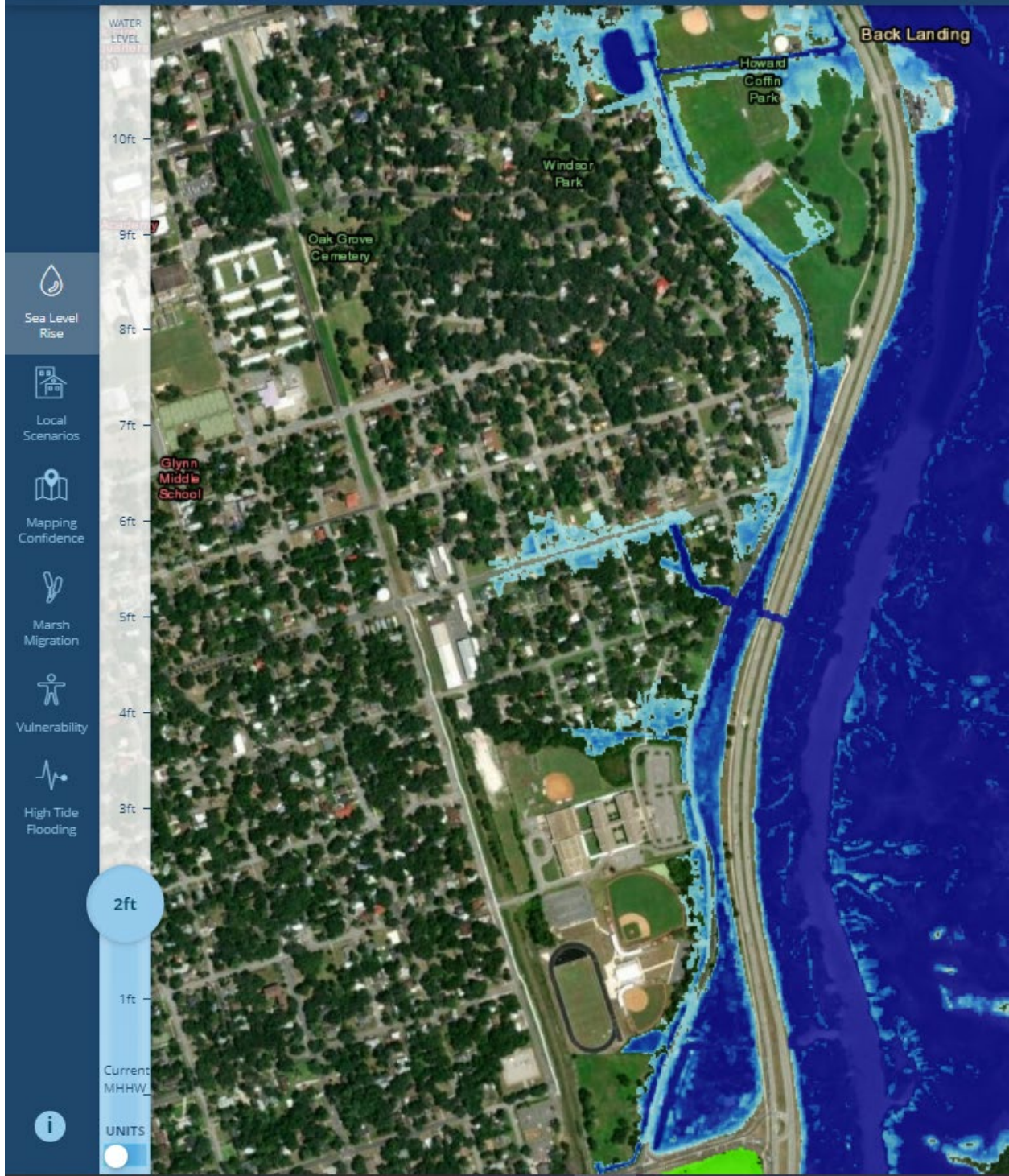


Sea Level Rise Viewer





Sea Level Rise Viewer





Sea Level Rise Viewer



**GEORGIA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE AWARD AGREEMENT**

This Agreement is entered into this _____ day of _____, 2024, between the Georgia Department of Natural Resources, Coastal Resources Division (“DNR”), and _____ (“CONTRACTOR”). In consideration of the mutual promises and terms and conditions set forth in this Award Agreement, the parties mutually covenant and agree as follows:

A. PURPOSE

The Scope of Work attached as Exhibit A furthers the mission and objectives of the Georgia Coastal Management Program. Funding for this contract is provided through the National Coastal Resilience Fund awarded by the National Fish and Wildlife Foundation (CFDA #11.473) to the Georgia Department of Natural Resources, Coastal Resources Division and subawarded to the CONTRACTOR.

B. TERM

This Agreement begins on _____ and continues until _____, or the date that DNR pays the Reimbursed Costs as defined in Section F, whichever is earlier (“Term”). DNR reserves the right, in its sole discretion, to extend the term of this Award Agreement, if the extension is determined to be in the best interest of DNR. Any extension is contingent upon the availability of funds lawfully appropriated and applicable for the continuation of the project described in the Scope of Work (“Project Services”).

C. TIME OF PERFORMANCE

Time is of the essence in the performance of this Agreement. CONTRACTOR will submit one or more interim status report(s) and a final report to DNR in accordance with the following schedule:

- Interim Narrative Status Report(s) by _____ and every six months thereafter until Project Services completion.
- Final Narrative Report no more than seven (7) days after completion of the Project Services or any earlier expiration or termination date.

D. PROJECT SERVICES

CONTRACTOR will complete all deliverables required under this Agreement and the Scope of Work (“Project Services”). DNR will pay CONTRACTOR a maximum of _____ (“Reimbursable Amount”) on a reimbursable basis for expenses incurred performing the Project Services. CONTRACTOR shall retain copyright to all deliverables, as well as all other materials required by the Scope of Work, prepared pursuant to this Agreement. CONTRACTOR hereby grants to DNR a worldwide, non-exclusive, royalty-free license in perpetuity to reproduce, publish and otherwise use all deliverables and other materials produced as a result of this Award Agreement, and to authorize others to so use.

E. MATCHING FUNDS

CONTRACTOR will provide (“Match Funds”) as non-federal match funds during the Term of this Agreement, as outlined in the Scope of Work. Subgrantee will include summary information concerning its contribution of the Match Funds in the Final Report submitted to DNR under this Award Agreement. If the Reimbursable Costs actually payable to the Subgrantee are less than the maximum Reimbursable Amount, Subgrantee is only obligated to contribute Match Funds in the same ratio as the actual Reimbursable Costs is to the maximum Reimbursable Amount.

F. DISBURSEMENT OF FUNDS

(1) DNR, in its reasonable discretion, will determine when CONTRACTOR’s performance of the Project Services is satisfactory and complete in accordance with the terms of this Award Agreement and Exhibit A. However, the final disbursement shall not occur until the Final Report and all deliverables and work products are approved by DNR.

(2) If the CONTRACTOR is a local government, the disbursement of funds under this Award Agreement is contingent upon CONTRACTOR’s status as a Qualified Local Government under the Georgia Planning Act of 1989, O.C.G.A § 50-8-1 *et seq.*, or CONTRACTOR’s State equivalent, and its compliance with the audit requirements of O.C.G.A § 36-81-7 *et seq.*

(3) DNR reserves the right to withhold disbursement of funds if CONTRACTOR fails to fulfill its obligations under this Award Agreement or fails to comply with the requirements of the Georgia Planning Act, or CONTRACTOR’s State equivalent, or the audit requirements, if applicable.

(4) CONTRACTOR will submit an invoice for reimbursement in a format provided by the DNR upon completion of the Project Services (“Request for Reimbursement”). CONTRACTOR must include documentation satisfactory to DNR to support all expenditures associated with a Request for Reimbursement. DNR, in its sole discretion, may permit CONTRACTOR to submit interim Requests for Reimbursement, as applicable per the payment schedule provided in Exhibit A. A Request for Reimbursement must be submitted to the following person:

Grants Specialist
shyathia.duncan1@dnr.ga.gov

(5) Upon acceptance of the Project Services and receipt of all required documentation, DNR will conduct its review of the Request for Reimbursement. Upon completion of its review, DNR will provide written notification to CONTRACTOR as to which portion of the Request for Reimbursement is approved for reimbursement (“the Reimbursed Costs”). If the Request for Reimbursement is not approved, CONTRACTOR may resubmit one time within seven (7) days of DNR notice. Except as otherwise provided in this Award Agreement, DNR will pay the Reimbursed Costs within thirty (30) days of DNR’s written notification to CONTRACTOR of its approval. In no event is CONTRACTOR entitled to receive more than the Reimbursable Amount.

(6) DNR will send payment of the Reimbursable Costs to the attention of the following person(s):

NAME:
ADDRESS:

PHONE:
EMAIL:

CONTRACTOR may designate a different person(s) to receive payment by written notice to DNR.

G. INTERIM STATUS REPORTS

CONTRACTOR will provide DNR with one (1) *electronic* copy of all interim status reports outlining the status of CONTRACTOR's implementation of the Project Services. CONTRACTOR will submit the report(s) to DNR in accordance with the schedule set forth in Section C and in a format provided by DNR. **The CONTRACTOR shall include a funding acknowledgement in accordance with Section W of this Award Agreement on the title or cover page of each interim status report.**

H. FINAL REPORT

(1) CONTRACTOR will submit one (1) electronic copy of the approved narrative Final Report to DNR within seven (7) days of the completion of the Project Services. In addition to the Final Report, CONTRACTOR will submit one (1) electronic set of all other deliverables required by the Scope of Work within seven (7) days of the completion of the Project Services. **The CONTRACTOR shall include a funding acknowledgement in accordance with Section W of this Award Agreement on the title or cover page of the Final Report and on all deliverables required by the Scope of Work.**

(2) CONTRACTOR will submit one (1) electronic copy of the approved GIS Metadata, if applicable, to DNR within seven (7) days of the completion of the Project Services and accompanying the Final Report. GIS Metadata must be provided in accordance with the template format supplied to CONTRACTOR by DNR.

(3) In the event that this Award Agreement is terminated prior to completion of the Project Services, CONTRACTOR will submit one (1) electronic copy, within seven (7) days of the termination date, of a narrative Final Report of the work completed prior to the termination date, as well as an electronic copy of all other deliverables and metadata in development or completed by the termination date.

I. USE OF FUNDS / BUDGET CHANGES

(1) DNR will only approve Reimbursed Costs for monies that are not part of the Match Fund, if applicable, and that are expended by CONTRACTOR in performing the Project Services and for no other purpose. In the event DNR determines that all or part of the Reimbursed Costs were utilized for any purpose other than the Project Services, DNR may treat such unauthorized use of the Reimbursed Costs as a material default by CONTRACTOR and, in addition to any other remedies available to it under this Award Agreement, at law or in equity, may require the return of all funds previously disbursed to CONTRACTOR.

(2) No changes between categories in the budget set forth in the Scope of Work greater than 10% of the total budget are authorized without DNR's prior written approval. CONTRACTOR will give DNR written notice of any changes between categories in the budget that are less than 10% of the total budget at the time the change is made.

J. INTELLECTUAL PROPERTY

Any Intellectual Property arising out of the performance of this Award Agreement shall be governed by 15 CFR Part 24 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Section 24.34.

CONTRACTOR represents that it owns all right, title and interest in and to any Intellectual Property that CONTRACTOR uses in connection with this Award Agreement or otherwise has the right to use such Intellectual Property and license it to DNR and to the best of CONTRACTOR's knowledge without further inquiry this Project does not infringe or violate any law or right of any third party.

CONTRACTOR grants DNR a worldwide, non-exclusive, and royalty-free license in perpetuity to use, reproduce, exhibit, transmit and distribute any such Intellectual Property written, created, printed, invented or reduced to practice in connection with this Award Agreement and to create derivative works to such Intellectual Property, so long as such use by DNR does not infringe upon or affect the patentability of CONTRACTOR's Intellectual Property.

K. RECORDS

(1) Accounting System/Records Retention Requirements

- a. CONTRACTOR will maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Award Agreement to the extent and in such detail as will properly reflect all costs for which Reimbursed Costs are paid and Match Funds, if applicable, are credited (collectively "Records"). CONTRACTOR's accounting procedures and practices will conform to the requirements of the Government Accounting Standards Board.
- b. CONTRACTOR will preserve and make available its Records to any authorized representative of DNR or the Georgia State Auditor for a period of five (5) years from the date of final payment. If this Agreement is completely or partially terminated, the Records relating to the terminated work must be preserved and made available for a period of five (5) years from the date of any resulting final settlement. CONTRACTOR will retain any Records that relate to appeals, litigation or the settlements of claims arising out of the performance of this Agreement, or any costs and expenses to which exception has been taken by the State Auditor or any of his duly authorized representatives, until such appeals, litigation, claims or exceptions are finally concluded.
- c. CONTRACTOR may, with DNR's prior written consent and in fulfillment of its obligation to retain the Records, substitute photographs, microphotographs or other authentic reproductions of the Records, after the expiration of two (2) years following the date of payment of the respective Reimbursed Cost to which such Records relate. DNR, in its sole discretion and with the concurrence of the State Auditor, may authorize CONTRACTOR to retain original Records for a shorter period of time.

(2) Audit Requirements

The Georgia Department of Audits and Accounts (the “State Auditor”), or its duly authorized representatives, shall have the right, at any time and with reasonable notice, to enter into the CONTRACTOR’s premises, or other such places where Services under this Agreement are being performed, to inspect, monitor, assess, audit, or otherwise evaluate the work performed or being performed under this Agreement. The State Auditor may also enter at any time and with reasonable notice when the State Auditor deems it necessary in order to conduct any activity within his or her authority or responsibility, including without limitation special examinations and audits of the Department, CONTRACTOR, subcontractor, and persons and entities other than them. These efforts include special examinations and audits which are, without limitation, financial audits (including financial related audits and financial statement audits), compliance audits, performance/operational audits, information systems and security audits, and vulnerability assessments or reviews with respect to CONTRACTOR’s performance hereunder. CONTRACTOR shall grant the State Auditor and any representatives thereof full and complete access to CONTRACTOR’s books and records as they relate to this Agreement or the Project Services, or as they may be required in order for the State Auditor to ascertain any facts relative to CONTRACTOR’s performance hereunder. CONTRACTOR shall provide the State Auditor or any representatives thereof such information and assistance as requested in order to perform such audits; provided, however, that the parties shall endeavor to arrange such assistance in such a way that it does not interfere with the performance of CONTRACTOR’s duties and obligations hereunder. CONTRACTOR shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same audit requirements by which CONTRACTOR is bound under this Agreement

(3) Additional Fiscal Requirements

- a. If a governmental organization, CONTRACTOR will comply with OMB Uniform Guidance: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*; and 48 CFR 31.2 (as applicable).
- b. If an educational institution, CONTRACTOR will comply with OMB Uniform Guidance: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*; and 48 CFR 31.2 (as applicable).
- c. CONTRACTOR will comply with any other provisions of law that apply to receiving state and federal funds.

(4) Open Records Act

Because DNR is a public agency of the State of Georgia, information received by DNR or CONTRACTOR in the performance of this Agreement is subject to disclosure under Georgia’s open records laws, O.C.G.A. § 50-18-70 *et seq.* (“Open Records Act”), unless exempt therefrom. CONTRACTOR shall timely respond to any Open Records Act request and will provide DNR with written notice of the receipt of the Open Records Act request and its response. If CONTRACTOR is a public agency subject to its State open records laws, DNR shall timely respond to any open records request and will provide CONTRACTOR with written notice of the receipt of the request and its response.

L. RIGHT TO INSPECT WORK

DNR, the State Auditor of Georgia or their authorized representatives, have the right to enter onto the premises of CONTRACTOR and all subcontractors or such other places where the Project

Services are being performed during normal business hours for the purpose of inspecting, monitoring or otherwise evaluating such work.

M. RELATIONSHIP OF THE PARTIES

DNR and CONTRACTOR are independent contractors and not agents or employees of the other party. No party has authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other party.

N. TRADING WITH STATE EMPLOYEES

DNR and CONTRACTOR certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20 *et seq.* in any respect.

O. TERMINATION

(1) DNR may terminate this Agreement for the convenience of DNR by providing thirty (30) days written notice of the termination date to CONTRACTOR.

(2) If, through any cause, CONTRACTOR fails to fulfill in a timely and proper manner its entire obligations under this Agreement or if CONTRACTOR violates any of the covenants, agreements or stipulations of this Agreement, DNR may give CONTRACTOR written notice of its default, specifying the nature thereof. CONTRACTOR will have sixty (60) calendar days from the date of receipt of such notice to cure its default. If the CONTRACTOR fails to cure the default within the sixty (60) day notice period, DNR may terminate this Agreement by a subsequent written notice of termination to CONTRACTOR specifying the termination date and DNR may pursue any other rights and remedies available to it under this Agreement, at law or in equity.

(3) In the event of an early termination for convenience, DNR's obligations under this Agreement are fully discharged at the time that it reimburses CONTRACTOR for all expenses reasonably incurred prior to the termination date in satisfactory performance of this Agreement, including all non-cancelable obligations; provided, however, that where CONTRACTOR is contractually bound by this Agreement to provide matching funds, DNR will reimburse CONTRACTOR only in the ratio established by dividing the Reimbursable Amount by the Match Funds. In no event, however, will the total payments made by DNR under this Agreement exceed the Reimbursable Amount.

(4) If CONTRACTOR is a Regional Development Commission or a non-profit corporation either created or controlled or caused to be created by the CONTRACTOR and is failing or has failed to fully cooperate with the Georgia Department of Community Affairs in its conducting of a performance audit, this Agreement will be cancelled pursuant to the requirements of O.C.G.A. §50-8-35(i).

P. CHOICE OF LAW AND VENUE

This Agreement is made in the State of Georgia and will be construed in accordance with Georgia law, without application of conflicts of law principles. The exclusive jurisdiction for contract actions against DNR is the Superior Court of Fulton County, Georgia.

Q. FORCE MAJEURE

DNR and CONTRACTOR are not responsible for any failure or delay in the performance of any obligations under this Agreement caused by acts of God, flood, fire, war, natural disaster or public enemy.

R. NOTICES

Any notice given under this Agreement will be in writing and is effective (i) at the time of the delivery if personally delivered, or (ii) the next business day following deposit with a nationally recognized overnight courier service for overnight delivery, if addressed to the recipient as follows:

TO CONTRACTOR:

Name:
Title:
Address:

Email:

Telephone:

TO DNR:

Name: Shy Duncan
Title: Grants Specialist
Address: GA DNR/Coastal Resources Division
One Conservation Way, Suite 300
Brunswick, Georgia 31520-8687
Email: shyathia.duncan1@dnr.ga.gov
Telephone: (912) 262-7218
Fax: (912) 262-3131

Either party may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party are to be given.

S. COMPLIANCE WITH ALL LAWS

CONTRACTOR will comply with all applicable federal, state and local laws, rules, regulations, ordinances or executive orders, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 1201 *et seq.*) and all other labor, employment and anti-discrimination laws.

T. AUTHORITY

CONTRACTOR represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of CONTRACTOR has been properly authorized and empowered to enter into this Agreement. CONTRACTOR further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

U. DRUG FREE WORKPLACE

(1) CONTRACTOR certifies that:

- A. A drug-free workplace will be provided for CONTRACTOR’s employees and subcontractors during the performance of this Agreement; and
- B. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (CONTRACTOR’s Name), (Subcontractor’s Name) certifies to (CONTRACTOR’s Name) that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3, or all applicable drug-free workplace laws and regulations of (CONTRACTOR’s State)."

(2) CONTRACTOR understands and acknowledges that it may be suspended, terminated, or debarred if it is determined that:

- A. CONTRACTOR has made false certification; or
- B. CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3, or all applicable drug-free workplace laws and regulations of CONTRACTOR's State.

V. ASSIGNMENT

CONTRACTOR may assign this Agreement or any right or obligation to a third party only with the prior written consent of DNR or as designated in CONTRACTOR's Scope of Work in Exhibit A.

W. ACKNOWLEDGEMENT

CONTRACTOR shall include a CRD logo, and upon approval a NFWF logo, along with the following acknowledgement, on all work products, including without limitation any interim status reports, the final report and all information, data, materials and deliverables, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages produced as a result of this Award Agreement:

"Financial assistance provided by the National Fish and Wildlife Foundation, Coastal Resilience Fund and passed through the Coastal Management Program of the Department of Natural Resources."

Any structure completed in whole or in part with funds under this Award Agreement must include a permanent sign, acknowledging the source of funding.

X. CONTRACT INTERPRETATION

(1) All provisions of this Agreement are severable, and the unenforceability, illegality or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions.

(2) If a court of competent jurisdiction finds any provision of this Agreement to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid is favored over any interpretation that would render it invalid.

(3) In the event of a conflict, inconsistency or incongruity between this Agreement and the Scope of Work, this Agreement controls.

(4) The parties fully negotiated this Agreement and, consequently, the Agreement will be interpreted fairly and consistently in accordance with its terms.

(5) Any covenant, representation, or provision of this Agreement that by its nature survives the expiration or termination of this Agreement continues in full force and effect.

(6) No amendment to this Agreement is effective unless it is in writing and signed by duly authorized representatives of both parties.

(7) No waiver of any of the provisions of this Agreement is binding unless executed in writing by the party making the waiver. No waiver of one provision constitutes a waiver of any other provision nor does it constitute a continuing waiver.

(8) The section headings are for reference purposes only and are not a part of this Agreement.

(9) All exhibits referenced in this Agreement are incorporated by reference and form an integral part of this Agreement.

(10) This Agreement constitutes the entire understanding between the parties with respect to the subject matter and all prior agreements, representations, statements, negotiations and undertakings are superseded by this Agreement.

Y. INSURANCE REQUIREMENTS

If CONTRACTOR is not an agency of the State of Georgia, or other State government, insured through a policy of insurance issued by the Georgia Department of Administrative Services (“DOAS”), or CONTRACTOR’s State equivalent, the following insurance coverages shall be obtained and maintained by CONTRACTOR throughout the duration of the Agreement. Except as otherwise expressly provided herein, all policies must be on an "occurrence" basis. All policies shall provide that CONTRACTOR and its insurer(s) waive any right of subrogation against DNR and the State of Georgia.

A. Insurance Certificate: CONTRACTOR shall procure and maintain insurance which shall protect the CONTRACTOR and the State from any claims for bodily injury, property damage, or personal injury which may arise out of negligent operations under the Agreement. CONTRACTOR shall procure the insurance policies at the CONTRACTOR’s own expense and shall furnish the State an insurance certificate listing the State as certificate holder.

The insurance certificate must document that the liability insurance coverage purchased by the CONTRACTOR includes contractual liability coverage to protect the State. In addition, the insurance certificate must provide the following information:

1. Name and address of authorized agent,
2. Name and address of insured,
3. Name of insurance company (licensed to operate in Georgia),
4. Description of coverage in standard terminology,
5. Policy period,
6. Limits of liability,
7. Name and address of certificate holder,
8. Acknowledgment of notice of cancellation to the State,
9. Signature of authorized agent,
10. Telephone number of authorized agent,
11. Details of policy exclusions in comments section of Insurance Certificate.

B. CONTRACTOR also agrees to provide an insurance certificate to document that the following types of insurance coverage have been purchased by the CONTRACTOR:

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits as established by the General Assembly of the State of Georgia, or the CONTRACTOR’s State. A self-insurer must submit a certificate from the Georgia Board of Workers Compensation, or CONTRACTOR’s State equivalent, stating the CONTRACTOR qualifies to pay its own workers compensation claims. In addition, CONTRACTOR shall require all subcontractors occupying the premises or performing work under this Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage.
2. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is

no gap in coverage between this policy and the Commercial Umbrella Policy required in this Agreement.

3. Business Auto Policy (Occurrence), to include but not be limited to any owned, non-owned and hired auto liability. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Agreement.

4. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.

5. Professional Liability Policy (Claims Made) which will be required on all privately contracted medical professionals (i.e. physicians, nurses, psychiatrists, dentists, pharmacists, etc.) and only if applicable to other entities by the State of Georgia, or CONTRACTOR's State. Policy limits shall be \$3,000,000 annual aggregate. This policy (and any required tail overages) must provide and maintain a retroactive date to the date on which the Agreement commences as set forth in Paragraph 8 "Term". When the Agreement is terminated or otherwise expires, the CONTRACTOR must provide a five (5) year tail for reporting claims.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DNR. Certificates of Insurance showing such coverage to be in force shall be filed with DNR prior to commencement of any work under this Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DNR. All such coverage shall remain in full force and effect during the initial term of the Agreement and any renewal or extension thereof.

If CONTRACTOR is an agency of the State of Georgia, or other State government, insured through a policy of insurance issued by the Georgia Department of Administrative Services ("DOAS"), or CONTRACTOR's State equivalent, then CONTRACTOR shall not be required to maintain any additional insurance, but must provide a copy of such policy or certificate of insurance to DNR upon request; however, any such CONTRACTOR shall require any of its subcontractors under this Agreement to obtain and maintain the insurance coverages identified in this Section Y, unless such subcontractor is also an agency of the State of Georgia, or other State government, insured through a policy of insurance issued by DOAS, or CONTRACTOR's State equivalent.

Z. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

1) If CONTRACTOR is a public employer, CONTRACTOR certifies that it has complied with Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., or CONTRACTOR's State security and immigration laws and regulations, by registering and participating in a federal work authorization program and verifying information for all new employees.

2) If CONTRACTOR is **not** a public employer, CONTRACTOR understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement. CONTRACTOR hereby represents that CONTRACTOR has complied with the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., or CONTRACTOR's State security and immigration laws and regulations, by registering and participating in a federal work authorization program and verifying information of all new employees; and by executing any

affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq*, or CONTRACTOR's State labor laws. CONTRACTOR's fully executed affidavit is attached hereto as Exhibit B and is incorporated into this Agreement by reference herein. CONTRACTOR represents that, in the event the CONTRACTOR employs or contracts with any subcontractor(s) in connection with this Agreement, the CONTRACTOR shall include a similar provision in all written agreements with any such subcontractor(s). The CONTRACTOR agrees to maintain records of any such written subcontractor agreements for inspection by DNR at any time.

In witness whereof, the parties have executed this Agreement on the date first written above. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

GEORGIA DEPARTMENT OF NATURAL
RESOURCES, COASTAL RESOURCES
DIVISION ("DNR")

("CONTRACTOR")

Name & Title: Doug Haymans,
Director

By: _____

Name: _____

Title: _____

EXHIBIT A

CONTRACTOR SCOPE OF WORK

AA Proposal

Project Information

Project Manager/PI

Name

Title

PI email

Financial Contact

Name

Title

Financial email

Contract Contact

Name

Title

Contract email

Total Federal Funds Requested

Total Match Funds Provided

Project Overview

Project Title: NFWF Lanier Blvd/GMS Flooding Project- Brunswick Subcontract- Engineering Design

Please provide a brief overview of the project below. (4,000 characters)

Project Overview

Project Goals

Project Timeline and Milestones

Develop a timeline and milestones. The Georgia Coastal Management Program will use this information to track project progress. You can attach a timeline to this proposal.

Task Description

- Describe how the task will be completed, by whom, an anticipated completion date, and what the deliverables will be for that task.

Select number of tasks

1. Task Title *

1. Task Description *

1. Task Deliverables *

1. Anticipate date of completion*

2. Task Title *

2. Task Description *

2. Task Deliverables *

2. Anticipate date of completion*

3. Task Title *

3. Task Description *

3. Task Deliverables *

3. Anticipate date of completion*

4. Task Title *

4. Task Description *

4. Task Deliverables *

4. Anticipate date of completion*

5. Task Title *

5. Task Description *

5. Task Deliverables *

5. Anticipate date of completion*

6. Task Title *

6. Task Description *

6. Task Deliverables *

6. Anticipate date of completion*

7. Task Title *

7. Task Description *

7. Task Deliverables *

7. Anticipate date of completion*

8. Task Title *

8. Task Description *

8. Task Deliverables *

8. Anticipate date of completion*

Budget Narrative

**In the budget narrative, describe each budget category and provide enough detail to show cost relationship to project tasks. Be sure to specify if match is Cash or In-Kind. **

Supplies (< \$5,000)

Subcontracts

Construction

Other

Indirect (Facility and Administrative) Costs

Personnel

Fringe Benefits

Equipment (Items with cost > \$5,000

Travel

Supplemental Information

Please attach any necessary supplemental information to this proposal



SUBJECT: NFWF GRANT – FLOOD MITIGATION DESIGN – GOODWYN MILLS CAWOOD

COMMISSION ACTION REQUESTED ON: April 3, 2024

PURPOSE:

Approval of a design agreement with Goodwyn Mills Cawood (GMC) for engineering design services associated with the National Fish and Wildlife Foundation grant for flooding mitigation improvements on Lanier Boulevard and near Glynn Middle School

HISTORY:

The City’s Stormwater Master Plan, completed in 2020, identified and prioritized 15 flooding and storm drainage capital improvement projects throughout the city. The area around Glynn Middle School was listed at #6 on the final priority listing, and the area of Habersham Park neighborhood was listed as #12 on the priority list. Each of these areas of the city are prone to both tidal flooding and storm event flooding. The marshes along Highway 17 and Lanier Boulevard present significant problems due to rising coastal water levels, high tide events and storm surge flooding. Additionally, there are challenges with the collection, transport and removal of stormwater from these areas during rainfall events. Significant rainfall can create major flooding issues, especially when combined with high tide cycles or coastal water levels.

FACTS AND ISSUES:

The Georgia Department of Natural Resources – Coastal Resources Division (CRD) has partnered with the City of Brunswick and the Glynn County Board of Education in an effort to secure funding to study the drainage basins and design practices which will help to reduce or mitigate the flooding concerns along Lanier Boulevard and the southern end of the city near Glynn Middle School. CRD has been awarded a grant from the National Fish and Wildlife Foundation in the amount of \$300,000 to design practices which will improve flooding conditions in this area. This funding has been passed from CRD to the City through a grant sub-agreement.

Goodwyn Mills Cawood (GMC) has been selected as the engineering design consultant for the project. GMC is one of the engineering firms which has been qualified by the City to perform engineering and design services. GMC was selected because of their experience and expertise

with green infrastructure and low impact development (GI-LID) measures to reduce stormwater runoff. They also have significant experience in flood mitigation practices and design of tide control devices.

The proposal from GMC includes six (6) tasks related to the scope of the grant project:

- Tide Control – assessment of drainage structures along Lanier Boulevard & Prince Street and design of tide control devices where appropriate
- Lanier Blvd. Roadway Improvements – evaluate and design potential roadway elevation changes and potential alternative routes
- Drainage Improvements – evaluation of drainage basin and design of improvements north and west of school
- GI/LID Design – assessment and design of Green Infrastructure improvements at Glynn Middle School site
- CELCP Property – Phase I Environmental Site Assessment and conceptual planning for CELCP site (formerly Glynn Iron & Steel). This property is subject of an additional grant that CRD has submitted to provide funds to acquire property.
- Project Management and Meetings / Updates – meetings with Technical Advisory Committee and create & manage web application to share data and progress reports

GMC is ready to begin work immediately upon approval of the agreement, with a completion date of April 2025.

BUDGET INFORMATION:

The total cost of this design agreement is \$330,000. The NFWF grant funding through Coastal Resources Division will provide \$300,000. The remaining \$30,000 will be a local match paid from SPLOST 22 -Storm Drainage funds.

OPTIONS:

1. Authorize the Mayor to sign an agreement with Goodwyn Mills Cawood in the amount of \$330,000 for the engineering and design services for the NFWF grant project at Lanier Boulevard and Glynn Middle School.
 2. Do not authorize the Mayor to sign an agreement with Goodwyn Mills Cawood in the amount of \$330,000 for the engineering and design services for the NFWF grant project at Lanier Boulevard and Glynn Middle School.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an agreement with Goodwyn Mills Cawood in the amount of \$330,000 for the engineering and design services for the NFWF grant project at Lanier Boulevard and Glynn Middle School.

DEPARTMENT: Engineering

Prepared by: Garrow Alberson, P.E., Director of Engineering and Public Works

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign an agreement with Goodwyn Mills Cawood in the amount of \$330,000 for the engineering and design services for the NFWF grant project at Lanier Boulevard and Glynn Middle School.

Regina M. McDuffie

City Manager

3/26/24

Date

EXHIBIT A

AUTHORIZATION FOR WORK NO. 04

UNDER AGREEMENT DATED: June 20, 2019

The City hereby authorizes Engineer for performance of the following scope of work:

1. WORK TO BE PERFORMED:

Goodwyn Mills Cawood, LLC (GMC) will provide engineering support for the National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF) Grant, “Lanier Blvd/GMS Flooding Project,” to conduct Project Site Assessment and Preliminary Design in the area of Lanier Blvd. and Glynn Middle School (GMS) to address current and future flooding.

This project includes the completion of site assessments and preliminary engineering designs of the following practices: green infrastructure/low impact development (GI/LID) practices on the GMS property and other City property; other drainage improvements along the right-of-way in adjacent residential areas; implementing tide control at stormwater outfalls along Lanier Blvd., where permitting will allow; elevating critical segments of Lanier Blvd. and assessing alternative routes; and restoring flow and creating connections through pocket wetlands to the adjacent saltmarsh.

Task 1: Tide Control

Practices to address impacts from high tide flooding will include assessment of tide control at several stormwater outfalls along Lanier Blvd. that are connected to this project area, where permitting will allow. The Tide Gates Best Practices Guidance Document developed by Chatham County and GMC, as well as the results of the East Brunswick Tide Control project will be utilized to guide the final practices chosen. The approach and scope of services for this task is described below:

- **Targeted Project Area:** (7 sets of culvert crossings, listed below from north to south):
 - 1 site: Lanier Blvd, across from Marshwinds Apartments
 - 1 site: Lanier Blvd, at Cleburne Street (18” pipe)
 - 1 site: Prince Street Outfall (42” pipe at Prince/Bartow Streets)
 - 4 sites: Lanier Blvd, across from GMS (two double, one single, and one quadruple 36” culverts)
 - *These four sites include jurisdictional ditches/marsh on both sides of culvert.*
- **Field Assessment**
 - Request/review recent survey and engineering plans from the City in these areas that include mapped wetlands and jurisdictional areas.

- GMC to collect high level map-grade elevations of key features (storm structures, channel elevations, and roadway elevations).
- Meet with City/CRD to review results from assessment/survey and determine sites to pursue for delineation and preliminary design
 - *External: CRD to have additional conversations with their permitting staff to discuss acceptance of tide control on Lanier Blvd due to jurisdictional ditch on west side of Lanier Blvd*
- Environmental
 - Delineate wetlands and jurisdictional areas within the area of proposed drainage improvements.
 - Provide recommendations for permitting needs/path
- Survey (subcontractor)
 - Topographic survey in areas of proposed drainage improvements.
- Preliminary Design
 - Using survey file, prepare 60% engineering plans for the proposed improvements and provide preliminary cost estimates.

Task 2: Lanier Blvd – Roadway Improvements

The frequent high-tide flooding of Lanier Blvd. at the entrance and exit to GMS will be addressed through preliminary design of elevating the most critical segments of this roadway (e.g., immediate need areas that flood during extreme high tides). Initial review of roadway elevations from the County’s LIDAR dataset shows that this roadway is low throughout the entire length from Gloucester Street to 4th Avenue, so the entire segment will be susceptible to sea level rise and flooding from severe storm events. In order to plan for a more resilient approach, a conceptual assessment for alternative routes will be started as part of this project.

- Environmental
 - Delineate wetlands and jurisdictional areas within the area of proposed roadway elevations along Lanier Blvd.
 - Provide recommendations for permitting needs/path
- Survey
 - GMC to collect high level map-grade elevations of edge of roadway, road centerline, and edge of ditch/marsh along Lanier Blvd. from Gloucester Street to 4th Ave.
 - Subcontractor to conduct topographic survey and utility locations in critical areas of proposed roadway elevations
- Geotech
 - Pavement cores and borings on Lanier Blvd. in areas of roadway elevation
 - Additional pavement cores and/or borings along other segments of Lanier Blvd. or Martin Luther King Jr. (MLK) Blvd.

- Traffic
 - Utilize GDOT's Traffic Analysis and Data Application (TADA) website for roadway usage in the area and supplement with additional traffic counts along key segments.
 - Traffic analysis/modeling for closure of Lanier Blvd to identify improvements for MLK Jr. Blvd.
- Conceptual Assessment of Two Alternatives for Long-Term Solution to Lanier Blvd. flooding: Option #1 as elevate Lanier Blvd from Gloucester Street to 4th Ave. vs. Option #2 to provide an alternative primary route using MLK Jr. Blvd.
 - Assessment phase to determine elevations of existing roadway from survey and usage from traffic counts.
 - Preliminary meeting with City to discuss results of assessment and potential routes and strategies
 - Identify general improvements and provide conceptual cost estimates for the two options:
 - Option #1: Typical profile for roadway elevation
 - Option #2: General areas of roadway improvements needed to provide efficient connectivity
 - Meet with committee members from City/CRD/Board of Education (BOE) to discuss results
- Preliminary Design
 - Using survey file, prepare 60% engineering plans and construction estimates for the proposed roadway elevations for critical areas only and provide preliminary cost estimates.

Task 3: Drainage Improvements

This task will evaluate the watersheds that are immediately to the north and west of the GMS site to identify drainage improvement projects that can reduce flooding frequency in this area. The assessment will target the public right-of-way in adjoining neighborhoods for drainage infrastructure improvements/re-routing and/or infiltration practices to decrease demand on the existing stormwater infrastructure and associated wetland systems of this project area.

- Watershed Delineation: Review Stormwater Masterplan files, stormwater GIS data, and contour data to update drainage area boundaries for three primary basins, including:
 - Prince Street (~100 acres)
 - South of Ocean Ave (~10 acres)
 - MLK Jr. Blvd. Ditch, South of Prince Street (~50 acres) [3 subbasins]
 - Albemarle Street
 - Dartmouth Street
 - 2nd Avenue
 - *Deliverable: Map of basin delineations with stormwater infrastructure layer*

- Identify Drainage Improvements, Assessment, and Conceptual Plan
 - Meet with City to discuss any flooding issues/hotspots in this area
 - Identify any areas with potential for additional upstream detention or infiltration potential based on soils, elevation, and property ownership. Additional field assessment and reconnaissance.
 - **Deliverable:** list of potential projects with GMC recommendation of ranking from multi-criteria decision analysis matrix and basic cost estimates (~order-of-magnitude level)
 - Identify areas to do additional modeling/conceptual plan development; meet with City to discuss proposed areas.
 - GMC to collect high level map-grade elevations of key drainage features (structures, channel cross sections, and roadway elevations) for H&H modeling and build model.
 - Definite Area: 10-acre basin south of Ocean Ave.
 - Other Areas: *to be determined*, depending on project scale
 - Target at least one right-of-way GI/LID retrofit.
 - Prepare conceptual layout of proposed improvements and meet with City to discuss plans before moving to preliminary design
 - **Deliverable:** map showing spatial location of proposed improvements (to scale) with key design details/parameters noted
- Environmental
 - Delineate wetlands and jurisdictional areas within the area of proposed drainage improvements.
 - Provide recommendations for permitting needs/path
- Survey (subcontractor)
 - Topographic survey and utility locate in areas of proposed drainage improvements.
- Preliminary Design
 - Using survey file, prepare 60% engineering plans for the proposed improvements and provide updated cost estimates.

Task 4: GI/LID Design

This task will target the GMS property to identify and develop preliminary design of GI/LID practices that will decrease demand on the existing stormwater infrastructure and associated wetland systems of this project area. Proposed practices include bioretention and/or permeable pavement in front parking area of GMS, potential bioretention or other infiltration in back of GMS property, and rain water harvesting or downspout disconnections with enhanced swales from the GMS building.

- Targeted Project Areas:
 - Preliminary Design: front parking lot enhancements with GI/LID.
 - Conceptual Design Only: retrofits at other parking lots, bus loop, and rooftop. Depending on scale, one of these practices may go to Preliminary Design stage.

- Identify Drainage Improvements, Assessment, and Conceptual Plan
 - Review existing engineering plans and drainage plans from GMS (*to be requested/acquired from BOE through City/CRD*). Based on desktop assessment, identify any potential areas for retrofits to enhance infiltration.
 - ***Deliverable:*** *map of potential projects*
 - ***Deliverable:*** *GMC adds GMS stormwater infrastructure to City GIS*
 - Meet with BOE/City/CRD to discuss proposed areas to determine if any are off limits or less preferred. Based on feedback, conduct additional field assessment and reconnaissance through soil auger testing at a depth of up to four feet (target 5-8 locations) to determine depth to water table and soil texture.
 - ***Deliverable:*** *updated map of potential projects with GMC recommendation of ranking from multi-criteria decision analysis matrix and preliminary cost estimates*
 - Prepare conceptual layout of proposed improvements, including a landscape rendering with perspective view of front parking lot improvements, and meet with BOE/City/CRD to discuss plans before moving to preliminary design
 - ***Deliverable:*** *map showing spatial location of proposed improvements (to scale) with key design details/parameters noted, and landscape rendering with perspective view.*
- Survey (subcontractor)
 - Topographic survey and utility locate in areas of proposed drainage improvements.
- Preliminary Design
 - Using survey file, prepare 60% engineering plans for the proposed improvements and provide updated cost estimates.

Task 5: CELCP Property

The City and CRD are pursuing a grant to purchase of the property immediately to the south of GMS. This task will evaluate the site to determine the best use for enhancing habitat and stormwater management, as well as providing public access and educational opportunity/connection with GMS. The focus for this grant will be to determine the best options for flood mitigation. A conceptual plan with landscape renderings will be developed based on the assessment and feedback from the City and committee members.

- Environmental
 - Phase 1 Environmental Site Assessment on Parcels 01-07065 and 01-07767.
 - Delineate wetlands and jurisdictional areas on Parcels 01-07065 and 01-07767 and in adjacent right-of-way.
 - Provide recommendations for permitting needs/path.
- Survey (subcontractor)
 - Topographic survey and utility locate for property and adjacent right-of-way.

- Site Assessment
 - Conduct soil auger testing at a depth of up to four feet (target 5-8 locations) to determine depth to water table and soil texture to determine potential and feasibility for an infiltration stormwater practice. Or determine if the site would function better as regional detention, constructed stormwater wetland, or another practice.
 - Confirm and verify adjacent stormwater connections on MLK Jr. Blvd. and 4th Avenue as an option to route additional stormwater runoff to this property.
 - Meet with committee members from City/CRD/BOE to discuss results of assessment and GMC to propose options for usage of the site that are most effective for flood mitigation and habitat enhancement.
- Conceptual Plan
 - Using survey file, develop conceptual plan and preliminary cost estimate of site upgrades to enhance habitat, stormwater management, provide public access and educational opportunity/connection with GMS
 - *Deliverables: Conceptual Site Plan, Landscape Rendering with Perspective View, and Cost Estimate*
 - Meet with City and CRD to determine the best use for this site, so that design of any BMPs and drainage features can be completed in a later phase.

Task 6: Project Management & Meetings/Monthly Updates

GMC will participate in the kickoff meeting with the grant committee (Technical Advisory Committee) within the first month of the project after initial data gathering steps have been completed. GMC will provide regularly monthly updates to the City on project progress. As an approach to keep the City and other projects members updated about project progress, GMC will create, manage, and share an ArcGIS Web Application to show relevant data and project results with the project team throughout the project. This task will also include GMC's role for GIS database management and survey equipment subscription fees for the high-level map-grade data collection required for the tasks outlined earlier.

Other Notes:

General description of elements to include/exclude for Preliminary Engineering Design Plan (60%):

- Elements Included:
 - General Notes
 - Existing Conditions (with any mapped utilities from survey)
 - *Roadway Projects*: proposed typical section, road profile, and cross sections (if needed)
 - *Drainage Projects*: proposed drainage layout, drainage profile, and cross sections (if needed)
 - Limits of Disturbance
 - Summary of Quantities

- Elements Excluded:
 - Erosion Control
 - Staging/Maintenance of Traffic
 - Utility Plans
 - Permitting

2. DATES OF SERVICE:

This agreement is expected to start in April 2024 and continue for approximately one year with completion in April 2025.

3. COMPENSATION AND PAYMENT:

The cost for the tasks listed above is as follows, and they are based on lump-sum pricing:

- Task 1: \$31,500
- Task 2: \$81,000
- Task 3: \$75,000
- Task 4: \$71,500
- Task 5: \$48,500
- Task 6: \$22,500

TOTAL: \$330,000

4. PROJECT MANAGER FOR ENGINEER IS:

Robert Brown, P.E., Ph.D.

5. SPECIAL TERMS:

None

ACCEPTED:

CITY OF BRUNSWICK

GOODWYN MILLS CAWOOD, LLC

BY: _____

BY:  _____

NAME: _____

NAME: Ed DiTommaso, AICP, GISP

TITLE: _____

TITLE: VP, Environmental, East Region

DATE: _____

DATE: March 21, 2024



**SUBJECT: CEMETERY MOWING AND MAINTENANCE AGREEMENT –
COASTAL GREENERY, INC.**

COMMISSION ACTION REQUESTED ON: April 3, 2024

PURPOSE:

Approval of a contract with Coastal Greenery, Inc. for mowing and grounds maintenance at Palmetto and Greenwood Cemeteries

HISTORY:

The City owns and operates three cemeteries – Palmetto Cemetery, Greenwood Cemetery, and Oak Grove Cemetery. The City maintains all roadways, common spaces, and unoccupied gravesites within the cemeteries. A few families choose to maintain their own gravesites, but most of the occupied gravesites are maintained by the city as well. There is a total of approximately 90 acres to be maintained among the two larger cemeteries – Palmetto and Greenwood.

The Public Works Department currently has three crew members assigned to the Cemeteries Division. Along with mowing and maintenance duties, these crew members are also responsible for opening and closing grave sites for burials. The City has also employed Georgia Department of Corrections (DOC) inmate labor crews for grounds maintenance of the cemeteries. The Public Works Department also must often assign additional crew members to help with grounds maintenance on the weekends during heavy growing seasons.

FACTS AND ISSUES:

The Public Works Department recently published a Request for Proposals for cemetery mowing and grounds maintenance. The scope of work defined in the RFP includes mowing, trimming, blowing, and weed control at the Palmetto and Greenwood Cemeteries on a bi-weekly basis from May through October during the heavy growing season. One proposal was received from Coastal Greenery at a price of \$108,000. (A second proposal was received after the submittal deadline.) Based on previous proposals and local rate quotes from other landscape maintenance contractors, it is the opinion of the PW staff that this quoted price is reasonable for the work specified.

A cost comparison spreadsheet is attached to this summary. The spreadsheet compares the labor cost of three scenarios: the current arrangement of the DOC labor plus supplementing with PW crews, hiring additional full-time PW employees, and contract mowing. The comparison indicates that the mowing contract is the most cost-effective means of maintaining the cemeteries.

As stated, the mowing agreement will provide service at the two cemeteries from May through October. During the dormant months, the current PW crews will maintain the cemeteries. Temporary laborers will be utilized if necessary during the dormant months. Public Works personnel will maintain Oak Grove Cemetery year-round.

The Public Works administrative staff has reviewed the proposals, checked references provided, and discussed the company's plans for equipment and personnel necessary to complete the work. The Department recommends entering a contract with Coastal Greenery for the mowing and grounds maintenance of the cemeteries. The contract will be a one-year contract with two optional one-year renewals.

BUDGET INFORMATION:

The expenses for grounds maintenance of the cemeteries will be budgeted in the General Fund within the Cemeteries division of the Public Works Department. The City would realize a savings of approximately \$45,000 compared to currently budgeted expenses.

OPTIONS:

1. Authorize the Mayor to sign a contract with Coastal Greenery, Inc. in the amount of \$108,000 for mowing and grounds maintenance of Palmetto and Greenwood cemeteries.
 2. Do not authorize the Mayor to sign a contract with Coastal Greenery, Inc. in the amount of \$108,000 for mowing and grounds maintenance of Palmetto and Greenwood cemeteries.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign a contract with Coastal Greenery, Inc. in the amount of \$108,000 for mowing and grounds maintenance of Palmetto and Greenwood cemeteries.

DEPARTMENT: Public Works

Prepared by: Garrow Alberson, P.E., Director of Engineering and Public Works

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign a contract with Coastal Greenery, Inc. in the amount of \$108,000 for mowing and grounds maintenance of Palmetto and Greenwood cemeteries.

Regina M. McDuffie
City Manager

March 26, 2024
Date

Contract plus Temp Labor

Mowing and Grounds Maintenance

19-Mar-24

Mowing Contract	\$	108,000
Temporary Labor (3) \$17.40/hr cost 240 hours per year	\$	12,528
Total Annual Cost	\$	120,528

DOC labor plus city crew OT

Mowing and Grounds Maintenance

19-Mar-24

Dept of Corrections Inmate Labor	\$	49,500
DOC Transportation Van	\$	40,000
150 miles / day		
4 days / wk		
48 wks / yr		
5 yr lifespan = 144,000 miles		
\$40,000 replacement		
Fuel - DOC van	\$	7,920
28800 miles / yr		
12 mpg		
\$3.30 / gal		
Maintenance - DOC van	\$	3,000
Oil, tires, wipers, etc		
Equipment	\$	19,000
4 mowers @ 4 yr replace	\$	16,000
trimmers, hand tools, etc	\$	3,000
Fuel - Equipment	\$	12,000
City personnel - Overtime	\$	34,272
6-man crew		
avg \$25.50 / hr OT rate		
8 hour day		
28 days / yr		
Total Annual Cost	\$	165,692

Full Time Employees

Mowing and Grounds Maintenance

19-Mar-24

Full-time employees (6)	\$	293,568
\$22/hr cost		
2080 hours per year		
96 hours per year OT		

Total Annual Cost	\$	293,568
--------------------------	-----------	----------------



**COASTAL
GREENERY**

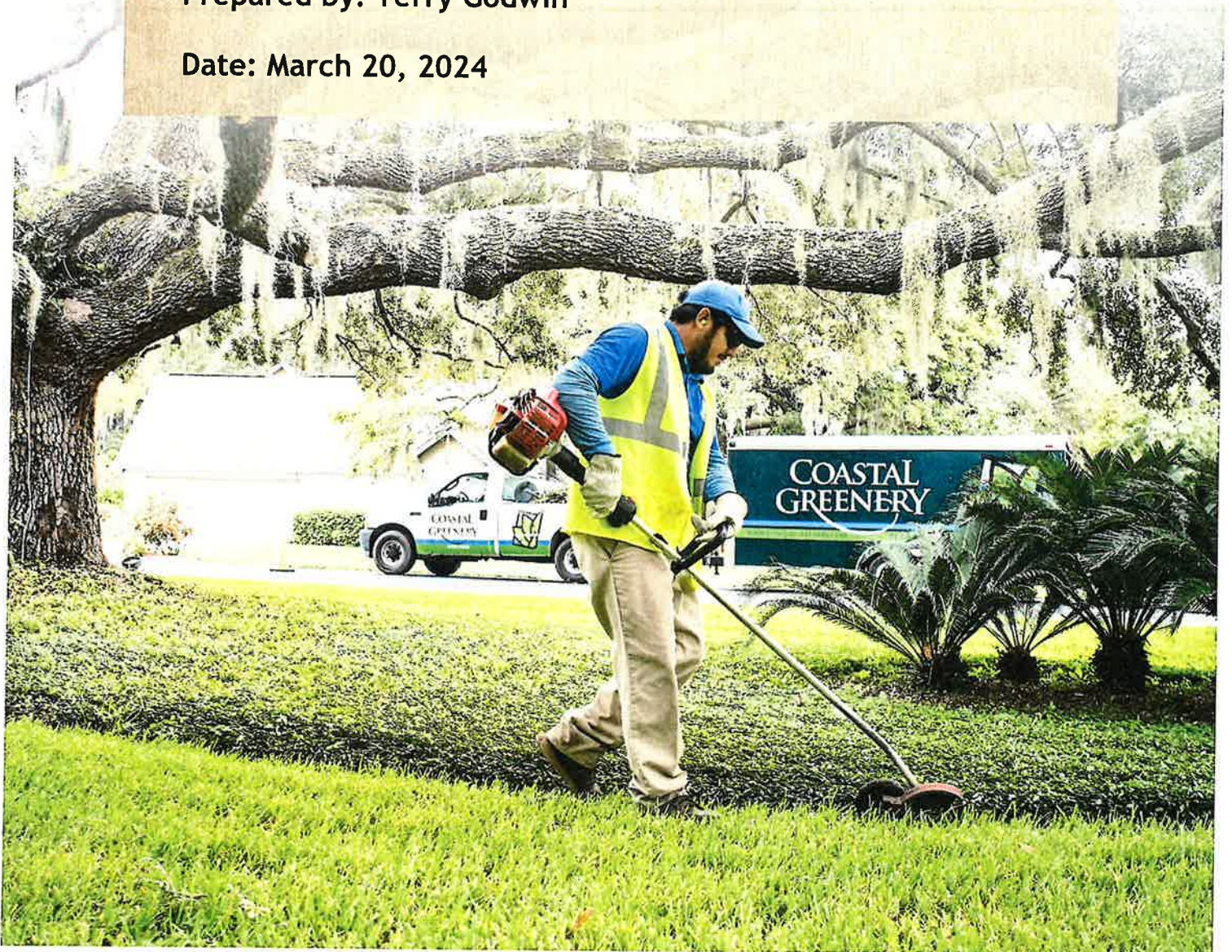
CLIENT AGREEMENT

THE TOTAL CARE PROGRAM

**Prepared for: City of Brunswick - Cemetery Mowing and
Grounds Maintenance**

Prepared by: Terry Godwin

Date: March 20, 2024





City of Brunswick - Cemetery Mowing and Grounds Maintenance

Maintenance Proposal

Thank you for your interest in Coastal Greenery, Inc. Over the past 29 years, we have been privileged to be a part of many clients' mission to fulfill their individual landscape needs. With this being said, I want you to feel confident in your decision to allow our team to serve you in this venture. The Coastal Greenery Team possesses the education, training, and hands-on experience to manage your landscape with each service we offer. Our team strongly believes that communicating with the client and educating the client are the keys to a great working relationship. We want you to feel confident that our team's number 1 goal is to provide you with the finest landscape services possible while working in the safest manner possible. We are looking forward to building a lasting relationship with you as well as meeting all of your landscape needs.

-Jeffrey Johns

Landscape Maintenance Agreement

THIS AGREEMENT is made this day 3/20/2024 12:00:00 AM , by and between:

City of Brunswick - Cemetery Mowing and Grounds Maintenance

3412 Ross Rd

Brunswick , Georgia 31520

(hereinafter referred to as "the Client")

and

Coastal Greenery, Inc.

(hereinafter referred to as "the Contractor")

NOW, IN CONSIDERATION of the mutual promises contained in this Agreement, the parties agree as follows: The term of this Agreement shall commence on May 1, 2024, and shall continue until October 31, 2024 unless sooner terminated by either party with 30 days written notice. Written notice of termination shall be addressed as follows:

Coastal Greenery Inc.
1242 Old Jesup Road
Brunswick, Georgia 31520

Weekly Landscape Maintenance

Mowing, Edging and Trimming: All turf areas shall be mowed during the growing season not to exceed the specified number of visits per year. During the dormant season, mowing will be done as needed. Clippings will be left on the lawn with no visible clumps remaining on the surface 24 hours after mowing. All hardscape areas (sidewalks, fences, driveways, parking areas) and softscape areas (tree rings, plant beds) will be edged with a steel blade edger, monofilament line trimmers and/or chemicals twice per month during the growing season. Grass clippings will be blown from sidewalks, curbs, and roadways after mowing and/or trimming. In periods of drought stress or dormancy, mowing, edging, and weedeating may be suspended.

J&A N/A
Pruning (Growing Season): Plants and shrubs will be pruned during the growing season as intended to remove new growth only and to maintain the intended shape of the plant. Pruning is done by hand snips or powered sheers. Tree pruning will be done once per year and is limited to branches below Seven (7) feet height. Additional fees will apply to pruning of trees over Seven (7) feet height. For safety, no trees will be pruned in or under utility lines. Branches will be pruned just outside the branch collar. Pruning paint will not be applied. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.

J&A N/A
Pruning (Dormant Season): Pruning during the dormant season is intended to reshape, thin or invigorate plant material. Evergreen hedges, hollies, roses, etc. will be hard pruned as needed. Crape Myrtles, if needed, will be pruned by only removing cross branches and seed heads. Perennials will be cut back to promote spring growth. No guarantee that perennials will flush. Ornamental grasses such as Miscanthus, Muhly, and Pampas grass will be cut back to promote new growth. This type of pruning will be done January- March.

Weed Control: Weeds will be treated with post-emergent applications of herbicides in all plant beds or mulched areas using a target spray technique and/ or hand pulling. Weeds in hard surfaces (paved) areas will be controlled with line string trimmers or chemical treatments.

Blowing: Blowers are used to clean hard and soft surfaces of particle debris. Any debris that will not be absorbed will be picked up.

* **Spring Leaf Removal:** Leaves on lawn areas, in shrubs, groundcovers and along curb lines will be picked up. During leaf drop all surfaces will be cleaned. Disposal of debris and leaves will conform to the client's desire. No on-site disposal will be done without prior approval.

* *Approved per Garrow Alberson. J&A*

Agreement Terms and Conditions

I. CONTRACTOR'S RESPONSIBILITY:

A. Performance: The Contractor shall be responsible for the performance of all work agreed upon in accordance with the "Scope of Work" but shall not be responsible for any condition caused by an act of God i.e. tropical storms, hurricanes, or any unforeseen intervening factor which may arise during the term of this Agreement, or subsequent time thereafter. In the event that weather prevents work from being performed on any day or date agreed to in this Agreement, the Contractor will strive to perform the work as soon thereafter as the Contractor is reasonably able to perform.

The Contractor reserves the right to amend this Agreement when the Scope of Work is affected by changes to any local, state, and/or federal law, regulation or ordinance that goes into effect after this Agreement is signed.

The Contractor shall amend this Agreement, in writing, when any additions or deletions occur to the landscape and /or irrigation system within the Scope Of Work set forth within this Agreement. The Contractor will obtain written or verbal permission before performing any additional work outside the Scope of Work and the Contractor will invoice the Client accordingly.

The Contractor will schedule the Scope of Work according to the requirements of the Client and will in no way interfere with the normal routine of the Clients tenants, visitors, and/or employees.

B. Workforce: The Contractor shall assign a trained workforce with experience in the "Scope of Work" being provided. The workforce will be presentable and identifiable at all times. The workforce shall be competent, qualified, drug-free, and U.S. citizens or legally authorized to work in the United States. The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

C. Materials: All materials shall conform the bid specifications. The Contractor will meet and comply with all agricultural licensing and reporting requirements. The Contractor shall pay all sales taxes on materials where applicable.

D. Licenses and Permits: The Contractor will maintain State of Georgia Level 1A Soil and Erosion Licenses as required by law, State of Georgia Category 24 Ornamental & Turf Pest Control Licenses as required by law, and state certification in CPR & First Aid from the American Red Cross. Furthermore, the Contractor will comply with all other licenses and permits required by county, state and federal governments whereas the Scope of Work necessitates.

E. Insurances: The Contractor will maintain \$2,000,000 General Liability Insurance and Full Workers Compensation Insurance on all workforce and any other insurance at the discretion of the Contractor or required by law. Additionally, the Contractor will require the same of any sub-contractor and will provide certificates of insurance upon Client request.

F. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents, contractors, or

employees, including but not limited to: death or decline of plant material due to improper selection, placement, planting or maintenance before the time of this Agreement; damage due to improper irrigation components in existence at the time of this Agreement execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, irrigation restrictions imposed by local water management authorities or civil authorities or lack of irrigation and/or coverage; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. Notwithstanding anything to the contrary herein, Contractor shall at all times be liable for the negligence and willful misconduct of its agents, employees, representatives, and contractors.

G. Underground Utilities: The Contractor will notify the Georgia Utilities Protection Agency prior to any installation project for the purpose of marking underground public utilities. Every effort will be made to avoid damaging any underground utilities. The Contractor will not be held liable for damage to telephone, electric, gas or water lines if they are not located where marked. Furthermore, the Contractor will not be held liable for damage to invisible fencing, irrigation systems, cable, phone, or private utilities such as, but not limited to, lamppost and outdoor lighting lines if these are not properly marked. Fees to repair any damage will be the responsibility of the Client. Non-public utility lines may be marked by the Contractor who installed them.

H. Invoicing: The Contractor will submit monthly invoices for work performed within the Scope of Work included in this Agreement. All work will be invoiced on a per agreement basis and are due Thirty (30) days from the date of the invoice.

Any services performed outside the Scope of Work specified in this Agreement will be approved, completed, and invoiced separately. All additional work performed will be invoiced and due upon receipt of the invoice.

II. CLIENT'S RESPONSIBILITY:

A. Utility Usage: The Client shall allow the Contractor, its agents and employees, the usage of the utilities on site if needed. Utilities used but not limited to: water and electricity.

B. Payment: Client will receive an invoice at the end of every month, for the upcoming month's service to be performed and is due Thirty (30) days from the invoice date. Any additional services outside of this Agreement approved by the client will be billed separately. This payment plan is considered to be a "Balanced Billing Plan" and doesn't necessarily reflect the amount of work performed during the month that it was invoiced. Should a cancellation of this Agreement occur a reconciliation of services rendered shall be provided and any services rendered and not paid shall be paid in full to the Contractor within Thirty (30) days of cancellation date.

The Client is considered delinquent if the payment has not reached the Contractor's office by the due date on the invoice. If an invoice becomes forty-five (45) days past due, the Contractor reserves the right to suspend services immediately by giving written notice of action for nonpayment. After sixty-five (65) days past due, the Contractor will proceed with

legal action they deem necessary to collect the balance due on the Client's account. The Client will then be responsible for the balance on the account plus all expenses associated to collections, but not limited to court filings and attorney fees.

C. Corrections: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the Scope of Work contained in this Agreement. The Contractor may provide compensation at its discretion if defects are not correctable to the satisfaction of the Client.

III. OTHER TERMS:

A. Renewal: This six month agreement can be activated for three (3) consecutive years with all of its terms and conditions, unless other arrangements are stated. A three percent (3%) annual **price increase** will occur **after the first 12 months** and another after the first 24 months of this Agreement. **(Per RFP)**

B. Wind/Hurricane Damage: Damage to landscape caused by winds, tidal surges, and or flooding such as broken limbs, down trees, yard debris will be cleaned by Coastal Greenery at an additional cost to this Agreement. This work will be invoiced at an hourly rate plus debris hauling/waste removal fees.

C. Quoted Price: The quoted agreement price within this Agreement shall be valid for a period of thirty (30) days from the date submitted.

D. Cancellation: This Agreement may be canceled by either party upon a thirty (30) day written notice. In the event this Maintenance Agreement is terminated within the first 12-months of the Smart Water Management Upgrade, a balance of five hundred dollars (\$500.00) will become due and payable immediately. In the event of the maintenance termination, the property would retain the smart controller(s) and weather station(s) which will continue to function in the same intelligent way, yet no longer have the cloud-based software, data/reporting and remote connectivity capabilities.

E. Independent Contractor: It is the express intention of the parties that the Contractor is an independent contractor and is not an employee, agent, joint venture or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor or for any other purpose. Contractor and its agents are not entitled to participate in any benefits that the Client provides for its employees. Contractor shall retain the right to provide similar services to other clients while currently engaged in an Agreement with the Client. Because of the Contractor's independent contractor status, no tax withholding shall be made from the payments contemplated in this Agreement. Contractor is responsible for paying all state and federal taxes as required by law.

F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IV. CONTRACT PRICING AND SIGNATURES:

Payments are to be made over 12 monthly installments.

AGREEMENT SUMMARY

SERVICES	OCCURS	PRICE
Weekly Landscape Maintenance	26	\$108,000.10
<hr/>		
	TOTAL	\$108,000.10

PAYMENT SCHEDULE

INVOICE MONTH	PRICE
May	\$18,000.00
June	\$18,000.00
July	\$18,000.00
August	\$18,000.00
September	\$18,000.00
October	\$18,000.00
<hr/>	
TOTAL ANNUAL COST	\$108,000.00

Coastal Greenery, Inc.

**City of Brunswick - Cemetery
Mowing and Grounds Maintenance**

By 
Terry Godwin

By _____

Date 3/20/2024

Date _____

BILLING INFORMATION:

Name: _____

Title: _____

Email Address: _____

Phone #: _____

Billing Address: _____

All invoices are emailed unless specified