



# THE CITY OF BRUNSWICK MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

## **FINANCE & UTILITY COMMISSION MEETING**

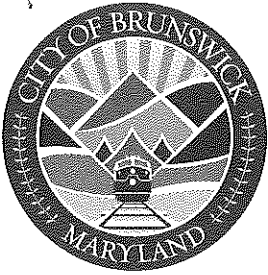
### **BRUNSWICK CITY HALL**

**Wednesday, February 17, 2021**

**5:00 PM**

#### Agenda

1. Depreciation Budgeting Discussion
2. Capacity Fees/Connection Fees Budgeting Discussion
3. Reserve Percentage in Budget Discussion
4. Newberry Building Sale Process Update
5. 2021 Pool Contract
6. Clark Azar 811 Construction Management Services
7. Yourtee Clearwell Change Order
8. WWTP Ceiling Mounted Heaters Quote
9. FY2021 Finance Reports



# THE CITY OF BRUNSWICK MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

## RESOLUTION No 2019-07

**A RESOLUTION TO AMEND, REVISE AND ADD TO CHAPTER 4, ARTICLE 2, TITLE 1, "WATER AND SEWER" BILLING, OF THE CODE OF ORDINANCES OF THE CITY OF BRUNSWICK.**

**WHEREAS**, pursuant to Ordinance 555 enacted on June 11, 2019 by the Mayor and Council a Connection Fee Payment Plan was created; and

**WHEREAS**, pursuant to Ordinance 555 the Mayor and Council by Resolution shall from time-to-time create and/or amend the terms and conditions of the Connection Fee Payment Plan; and

**WHEREAS**, the Connection Fee Payment Plan will allow for an up to five (5) year payment plan for qualified applicants paid quarterly; and

**WHEREAS**, the Mayor and Council may allow a waiver of up to 30% of the total connection fee credited in the first two years; and

**WHEREAS**, the Economic Development Commission shall manage the application process and make recommendations to the Mayor and Council as to participant's qualification, wavier, etc.; and

**WHEREAS**, other fees are excluded from this plan, e.g., inspection fees, soft costs, permit fees, meter costs, and other charges associated with developing the property; and

**WHEREAS**, the payment plan will only be available for non-governmental commercial non-residential properties which create private sector employment; and

**WHEREAS**, the payment plan will not be available to government or quasi-government owned properties, including public or private schools, fire or rescue stations, etc.; and

**WHEREAS**, the collateral for the capacity purchased under the payment plan shall be the real property which the capacity serves, therefore the plan shall be between the City and the property owner; and

**WHEREAS**, a payment plan default will result in demand for full payment of outstanding balance; and

**WHEREAS**, if installment payment has not been received within 30 days from date of invoice the City shall have the option to terminate water and sewer service to the property; and

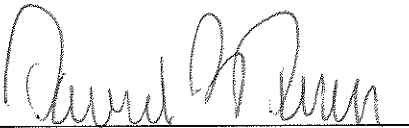
**WHEREAS**, a property owner may have only one outstanding Connection Fee Payment Plan at a time; and

**WHEREAS**,

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Brunswick hereby adopts and approves this Connection Fee Payment Plan;

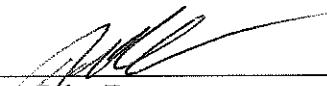
**INTRODUCED AND PASSED**, at a regular meeting of the Mayor and Council of the City of Brunswick this 28th day of May, 2019 by a vote of 6 for; 0 against, 0 abstaining, 0 absent.

**ATTEST:**



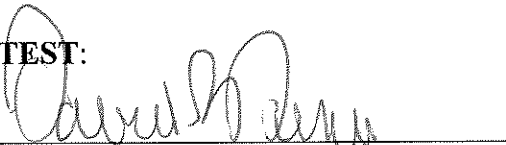
David B. Dunn  
City Administrator

**COUNCIL OF THE CITY OF  
BRUNSWICK**

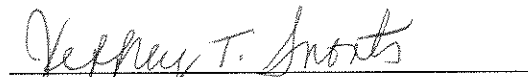
By:   
Name: John Dayton  
Title: Mayor Pro tem

**APPROVED** this 28<sup>th</sup> day of May, 2019.

**ATTEST:**



David B. Dunn  
City Administrator

  
Jeffrey T. Snoots  
Mayor

GFOA recommends, at a minimum, that general-purpose governments regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time. In establishing a policy governing the level of unrestricted fund balance in the general fund, a government should consider a variety of factors, including:

1. The predictability of its revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile);
2. Its perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts);
3. The potential drain upon general fund resources from other funds, as well as, the availability of resources in other funds;
4. The potential impact on the entity's bond ratings and the corresponding increased cost of borrowed funds;
5. Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose). Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance, rather than on unrestricted fund balance.



This Agreement is made and entered into as of the 22<sup>nd</sup> day of January, 2021 by and between **RSV Pools, Inc.** a Maryland Corporation (“**RSV Pools**”) and **The City of Brunswick** (“**Brunswick**”), to provide for the operation and management by RSV Pools of the City of Brunswick Municipal Swimming Pool & Splash Park located at 99 Cummings Drive, Brunswick, MD 21716.

WHEREAS, OWNER desires to place the responsibility for the upkeep, repair, and general activities necessary in maintaining a swimming pool in the hands of RSV Pools who is able to fulfill a variety of duties in connection with same, and

WHEREAS, RSV Pools desires to ensure that there is a mutual understanding of the scope and extent of its duties and desires that the overall relationship between the parties be clearly defined; and

WHEREAS, the potentially hazardous nature of a swimming pool requires that certain issues of importance to both parties be set forth with specificity.

NOW THEREFORE, in consideration of the promised and mutual covenant contained herein, the parties agree as follow.

## **SECTION 1. TERM OF AGREEMENT**

Subject to the terms and conditions contained herein RSV Pools will commence its duties with respect to the aforementioned swimming pool(s) prior to **May 29, 2021** opening day in order to perform opening procedures, RSV Pools will continue its duties through **September 6, 2021** at which time the pool(s) shall close and RSV Pools will perform closing duties.

## **SECTION 2. HOURS OF OPERATION**

<b>A.</b>	<b><u>REGULAR HOURS</u></b>
<b>MONDAYS:</b>	<b>7:00AM TO 7:00PM</b>
<b>TUESDAYS:</b>	<b>7:00AM TO 7:00PM</b>
<b>WEDNESDAYS:</b>	<b>7:00AM TO 7:00PM</b>
<b>THURSDAYS:</b>	<b>7:00AM TO 7:00PM</b>
<b>FRIDAYS:</b>	<b>7:00AM TO 8:00PM</b>
<b>SATURDAYS:</b>	<b>12:00PM TO 8:00PM</b>
<b>SUNDAYS:</b>	<b>12:00PM TO 8:00PM</b>
<b>HOLIDAYS:</b>	<b>12:00PM TO 8:00PM</b>
<b>SCHOOL DAYS:</b>	<b>ONLY OPEN ON WEEKENDS 12:00PM TO 8:00PM</b>

*One guard will come in each day an hour early to prepare the swimming pool(s).*

- B. *Contract is based on 302 work hours per week during regular season.  
Contract is based on 80 work hours per week during the school season.*
- C. Holidays - The parties recognize the following as Holidays: Memorial Day, Independence Day and Labor Day. Any alterations and/or additions to the above listed holidays will involve an additional charge to Brunswick. The pool will close at 6:00PM on Independence Day to allow all patrons and staff to participate in the holiday celebrations.
- D. RSV Pools shall upon Fifteen (15) days' notice from Brunswick operate the pool at other than the aforementioned dates and times at the cost of One and One Half Percent (1.5%) per day of the total contract price plus the cost of chemicals and other supplies and materials.
- E. Brunswick swimming pool(s) will operate under the school schedule above at all times Frederick County Public Schools are in session, if school hours are applicable under Section Two of this Agreement.

### **SECTION 3. JANITORIAL SUPPLIES**

RSV Pools will obtain all necessary chemicals and toiletry items needed to maintain the pool and bathhouse facilities, including but not limited to paper towels, toilet paper, pine oil, comet, toilet cleaner, scrub pads and window cleaner. **RSV Pools is to pay for the cost of all janitorial supplies.**

### **SECTION 4. YEARLY PERMITS AND LICENSES**

RSV Pools shall secure yearly certificates and/or permits required by the Health Department and/or regulatory agencies. **RSV Pools shall pay for the cost of certificates and permits.** This does not include plan reviews, VGB permits, or electrical permits. If permits cannot be acquired by RSV Pools due to some problem, defect or circumstances beyond the control of RSV Pools, it shall be Brunswick's responsibility to secure such certificates and/or permits in sufficient time.

### **SECTION 5. SUPPLIES AND MATERIALS**

RSV Pools will obtain **all necessary chemicals needed** to balance and maintain the water chemistry of the pool. **Payment for such chemicals shall be the sole responsibility of RSV Pools. Payment for test kit chemicals and winterizing algaecide shall be the sole responsibility of RSV Pools.**

### **SECTION 6. OPENING SERVICES**

- A. RSV Pools shall prepare the swimming pool facility for opening by performing the

following standard services:

1. Inspect bathhouse and filtration system, including filter sand.
  2. Reassemble pipes and reinstall freeze plugs removed in winterization process.
  3. Circulate water through bathhouse equipment, inspect for leaks and/or improper function of facilities.
  4. Pump out and drain the pool(s), as needed.
  5. Acid wash the pool(s) as needed.
  6. Remove underwater lights and clean niches.
  7. Inspect skimmers, install baskets and cover plates or throttle devices.
  8. Obtain any necessary authorization to fill the pool.
  9. Reinstall chemical feeders and prepare them for operation.
  10. Order and store necessary chemicals for opening and operation of pool.
  11. Install diving boards, guard chairs, ladders and handrails.
  12. Have pool in operational condition two weeks before opening day.
  13. Clean all deck furniture.
- B. Brunswick will prepare the pool for opening by completing the following services:
1. Have fresh water lines functioning for use by April 1, 2021.
  2. Provide receptacles for debris removed from pool during cleaning.
  3. Provide RSV Pools Three (3) sets of keys to facilities by March 15, 2021.
  4. Have working telephone by March 15, 2021.

**SECTION 7.            DAILY MAINTENANCE AND OPERATION**

RSV Pools will make a daily inspection of the pool to check and clean facilities and will perform a general cleaning daily or as needed. RSV Pools will also be responsible for the following:

- A. Clean area inside pool gate.
- B. Clean filter room and bathrooms.

- C. Vacuum and brush walls of pool(s).
- D. Empty and clean all ashtrays as needed.
- E. Line up chairs for the next day's use.
- F. Take down umbrellas.
- G. Clean skimmer baskets.
- H. Maintain chlorination system and cleaning hair and lint strainers.
- I. Provide normal protection against corrosion of metal and electrical parts caused by water and chemicals.
- J. Check water purity, acidity and chlorine and conform to County Health Department standards. The water purity, acidity and chlorine readings will be recorded in a daily log to be maintained by RSV Pools and available for Brunswick's inspection at all times.
- K. Clean deck area, hose daily.
- L. **Control the gate of the pool by checking passes and signing in patrons. One lifeguard will be at the front desk at all times while the pool is open.**

**SECTION 8.           BRUNSWICK'S RESPONSIBILITIES**

- A. Brunswick shall give Thirty (30) days notice in writing to RSV Pools of any change in the Management Company or agent of Brunswick with whom RSV Pools must communicate.
- B. Brunswick shall maintain telephones in good working order and shall insure that there is emergency access to the pool area. Pool may be closed due to telephone not being operable.
- C. Brunswick shall maintain proper ventilation of the pool, pump room and bathhouse facilities.
- D. Brunswick shall have provided preventative maintenance on the pool equipment and facilities and shall continue to do so if such preventative maintenance falls outside of RSV Pools responsibilities under this Agreement.
- E. Brunswick shall have notified RSV Pools of any internal defects in the pool or pool facility prior to commencement of this Agreement. RSV Pools will not be responsible for any pre-existing defects of which it was not made aware prior to this Agreement.
- F. Brunswick shall insure that adequate electricity and heat for upkeep of the pool and

bathhouses are provided.

- G. Brunswick shall insure that adequate security measures are enforced in and around the pool facilities. It shall be Brunswick's responsibility to investigate the circumstances of a theft or loss of any guests, Brunswick's or RSV Pools (including employee) property. RSV Pools shall cooperate in any investigation, but shall in no way be considered responsible or accountable for a failure of Brunswick's security measures, except to the extent of RSV Pools' negligence or willful misconduct.

## **SECTION 9.            CLOSING AND WINTERIZATION OF POOL(S)**

RSV Pools will perform the following services necessary to close and winterize the pool(s) which shall take place between Labor Day and November 15, 2021 unless a specific date is requested by Brunswick in advance:

- A. Adjust water level in pool(s) as necessary.
- B. Remove, clean and store skimmer baskets.
- C. Disassemble and store diving boards, guard chairs and other portable equipment.
- D. Clean and store pool cleaning and safety equipment.
- E. Drain and store garden hoses.
- F. Backwash and drain all filter tanks.
- G. Remove all freeze plugs as needed from all pool equipment and lubricate.
- H. Remove, inspect and clean all chemical feeders.
- I. Leave all valves positioned to deter freeze damage.
- J. Install portable heaters, heat tape, insulation or other heating device as necessary to deter condensation and freezing. Brunswick will supply all such equipment.
- K. Drain water lines as needed and remove fittings to prevent freeze damage.
- L. Fill bathhouse fixtures that cannot be drained or emptied with antifreeze.
- M. Prepare inventory of supplies and equipment.
- N. Submit evaluation of pool equipment and suggestions for needed and/or desirable maintenance.
- O. Install winterizing algae control. **RSV Pools is to pay for the cost of algicide.**

- P. Make monthly inspection of pool and bathhouse facilities over the winter months; report any freeze damage to Brunswick's Agent.
- Q. Pull pool motors and store as needed.

The parties agree that RSV Pools will have no responsibility for damage, wear and tear or any other problems associated with the pool that occur over the winter due to extremes in weather, Brunswick's neglect or any other cause except in the case of RSV Pools negligence.

## **SECTION 10.**

### **UPKEEP AND REPAIRS**

- A. RSV Pools will perform upkeep and minor repairs to the equipment and Brunswick will be billed for the reasonable cost of such repairs. All extensive repairs, replacements of equipment or other similar work needed during the season to continue the operation of the pool or to maintain the health and safety standards will also be Brunswick's expense and will be billed as an additional charge to Brunswick provided that the contractor received prior approval from Brunswick. It will be the responsibility and duty of RSV Pools to notify Brunswick of the need for such extensive repairs or work. RSV Pools will submit a written proposal if the cost of the repair or work is to exceed Three Hundred Dollars (\$300.00) which proposal Brunswick will approve in writing before work commences. **RSV Pools will strive to foresee the need for upkeep and repair in advance of the immediate need for the same.**
- B. RSV Pools may perform certain additional services upon the request of Brunswick, if such services are within RSV Pools capabilities. Such services will be extra and in addition to the fees provided herein and any such additional charges will be billed monthly unless such charges will exceed Five Thousand dollars (\$5,000.00), in which case Brunswick must provide Thirty percent (30%) of the estimated cost prior to the commencement of the work.
- C. It is understood and agreed that Brunswick shall pay all reasonable repair bills submitted to Brunswick on invoices by RSV Pools within Thirty (30) days from the date of billing, unless Brunswick is required to pay in advance under the terms of this Agreement. Brunswick shall inspect any work performed within Ten (10) days of said work. If there is a deficiency in said work, RSV Pools upon notice in writing by Brunswick shall have Thirty (30) days to reasonably correct any deficiencies. Unless the work is materially different than that described in the work request (see "A" above) or is structurally unsound, Brunswick shall have no right to reject said work or claim it as deficient and shall remain responsible for all costs of the work.
- D. In the event that RSV Pools is delayed or prevented by reasons of strikes, lockouts, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or other regulations, riots, insurrection, war, weather, acts of God or other reason of like nature (excluding financial inability) not the fault of Brunswick, then performance shall be excused for the period of the delay and the period of any such act shall be extended for

a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Brunswick from prompt payment of any monies due to RSV Pools under this Agreement.

- E. All work performed and all personnel provided by RSV Pools shall comply with all state, local, county, federal and governmental statues, rules, regulations and ordinances.**

**SECTION 11. EMERGENCY CLOSING OF THE POOL**

- A. RSV Pools at its discretion and/or regulatory agencies may close the pool in an emergency situation by giving Brunswick notice of its intent to close the pool. In the event of inclement weather, RSV Pools will also have the right to close the facilities at its discretion upon notice to Brunswick. Should a time lapse or more than Ten (10) days be necessary to perform repairs or to complete any other requirements necessary to restore the pool to normal operation, RSV Pools shall refund Fifty percent (50%) of the labor cost from the Tenth (10<sup>th</sup>) day until such time as the pool is reopened for normal operation. However, if Brunswick elects to close the pool for any reason or the closing of the pool is necessary due to the act, omission or negligence of Brunswick or Brunswick's Personnel then Brunswick waives any right to the above described refund. Should Brunswick choose to close their pool or is forced to close their pool by federal, state, or local government mandate, Brunswick agrees to pay all reasonable maintenance costs to RSV Pools, including additional labor costs for pool cleanings, costs for chemicals, or any other costs that may be present to ensure the pool is properly maintained.
- B. RSV Pools shall not be liable in any way for the inconvenience associated with the closing of the pool or damages related to the emergency closing of the pool.

**SECTION 12. PERSONNEL**

- A. All Personnel employed by RSV Pools to perform any services or work under this Agreement shall be the employees of RSV Pools for all purposes. RSV Pools will be responsible for computation payment to its employees and shall pay all Social Security, Worker's Compensation and other taxes related to the work of all employees.
- B. RSV Pools will provide the following personnel certified in Lifeguard Training, CPR and Standard First Aid in the numbers specified:

**Regular Schedule:**

- 1 Pool Manager**
- 1 Assistant Manager**
- 6 Lifeguards (one part time)**

- C. All personnel shall be in uniform at all times.

- D. RSV Pools agrees to post and update valid lifeguard certifications and pool operator's licenses, as directed by Brunswick and as required by law and regulation.
- E. All Pool personnel will attend company wide preseason orientations and preseason training meetings for their pool.
- F. RSV Pools, if requested by Brunswick shall supply additional personnel at a fee of One Thousand, One Hundred, and Twenty (\$1,120.00) dollars per week, or Twenty-Eight (\$28.00) dollars per work hour or as otherwise specified by RSV Pools, in addition to RSV Pool's compensation agreed herein.
- G. RSV Pools will provide, at no additional costs, 12 hours of guard coverage for swim meets.
- H. Upon receipt of Brunswick's written statement provided to RSV Pools specifying the particular reasons for Brunswick's dissatisfaction with any employee of RSV Pools, RSV Pools will replace an employee that Brunswick validly finds objectionable within Forty-Eight (48) hours.
- I. Upon Brunswick resident's schedule provided to RSV Pools at least Forty-Eight (48) hours ahead of time, RSV Pools will provide personnel for pool parties at the rate of Twenty-Five Dollars (\$25) per hour per lifeguard or as otherwise specified by RSV Pools with additional cleanup charges as needed, in addition to RSV Pool's compensation agreed to herein. This fee will be billed to Brunswick.
  - 1) Brunswick shall provide to RSV Pools a complete list of chaperons or persons in charge for each pool party including the name of the group.
  - 2) RSV Pools will not be responsible for any guest who refuses to comply with pool rules and regulations.
  - 3) Brunswick shall retain sole responsibility for providing security to manage the party if security becomes necessary for any reason.
  - 4) RSV Pools shall retain the right to eject party guests that do not comply with pool rules and regulations.
  - 5) Brunswick shall provide RSV Pools with a written request for such parties at least Forty-Eight (48) hours in advance of said party. In the event that Forty-Eight (48) hours notice is not provided to RSV Pools, RSV Pools shall maintain the option to charge an additional Five dollars (\$5.00) per hour, per lifeguard for said pool party.
  - 6) RSV Pools reserves the right to refuse said party if the provisions stated herein are not followed. In which case, RSV Pools shall not be held liable in any way for the inconvenience associated with the inability to provide lifeguard coverage. RSV Pools shall provide Brunswick advance notice of no coverage.

- 7) Alcoholic beverages will not be allowed in the pool area at any times.
- 8) RSV Pools shall not be liable for any damages resulting from noncompliance with the above requirements.

**SECTION 13. UTILITIES**

Brunswick at its sole expense shall provide water, electricity and gas (if required) as needed for the operation of the pool. Brunswick shall also provide telephone service at its sole expense. If utility service is interrupted for any reason which prevents the scheduled operation of the pool or its maintenance, other than RSV Pools' negligence, Brunswick shall have the sole responsibility to ensure that the service is promptly restored. Brunswick shall not be entitled to any refund or other payment from RSV Pools if the pool is closed due to an interruption of or problem with utilities.

**SECTION 14. INSURANCE**

RSV Pools shall carry and maintain public liability insurance, including umbrella coverage, in the amount of at least Ten Million Dollars (\$10,000,000.00), including loss of life, that may be sustained by any patron or guest at the pool, while on pool premises, during scheduled pool hours.

- A. RSV Pools shall maintain Worker's Compensation Insurance which complies with the applicable worker's compensation laws governing RSV Pools and all employees working for RSV Pools.
- B. A certificate of insurance will be provided to Brunswick before the start of this Agreement.
- C. Brunswick shall also maintain Public Liability Insurance in the amount of One Million Dollars (\$1,000,000) with umbrella coverage. Insurance will cover accidents and injuries including loss of life that may be sustained by any patron or guest of the pool while on the premises.
- D. In the event that Brunswick requests to have another party, other than Brunswick, listed on the certificate of insurance as an additional insured; Brunswick will have to pay an additional fee.

**SECTION 15. TIME CLAUSE**

The parties agree that RSV Pools has the option to void this Agreement if it is not signed and returned to RSV pools by Brunswick within Ninety (90) days from the contract date or prior to the date this Agreement is due to start.

**SECTION 16. INDEMNIFICATION**

- A. It is expressly understood and agreed that RSV Pools shall not be liable or responsible to any person for any loss, injury and/or damage sustained by said person as a result of the use of the pool or its facilities, excepting that caused by the negligence of RSV Pools or its employees. RSV Pools is also exempt from liability due to mechanical failure of equipment or damage to pool due to faulty construction, defective workmanship or hydrostatic pressure.
- B. Brunswick shall indemnify and hold harmless RSV Pools and its agents and employees from any and all claims arising from or related to any act, failure to act, or negligence on the part of Brunswick, excepting that cause by the negligence of RSV Pools or its employees.
- C. In no event shall the indemnification provisions contained herein be construed or interpreted as releasing the insurance carrier under any insurance policy from:
  - 1. Its obligation under said policy to defend RSV Pools or Brunswick, their respective agents and employees, in any legal claim or action connected with or arising out of any activity which is the subject of this Agreement.
  - 2. Its obligation to pay under any such policy any claim or damages assessed against RSV Pools or Brunswick, their respective agents or employees, connected with or arising out of any activity which is the subject of this Agreement.
  - 3. Any other obligation under the terms of any such policy.

**SECTION 17. COMPENSATION TO RSV POOLS**

- A. For the standard services provided by RSV Pools to Brunswick under this Agreement, Brunswick agrees to pay RSV Pools the total base amount of **Seventy-Seven Thousand, Eight Hundred, Sixty-Eight and 00/xx\*\*\*\*\*Dollars (\$77,868.00 ) per pool season.** Such payment shall be rendered on the following schedule:

<b>On the 1<sup>st</sup> day of April 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of May 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of June 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of July 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of August 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of September 2021</b>	<b>\$ 12,978.00</b>

- B. Payments will be due in Thirty (30) days of billing date. Brunswick shall pay RSV Pools a Five Percent (5%) late fee for any payments which are more than Fifteen (15) days late. Any sums of money due to RSV Pools which are not paid in full by Brunswick within Thirty (30) days of the billing date, shall bear interest at the rate of One- and One-Half Percent (1.5%) per month until paid in full.

- C. In case of payment default by Brunswick, RSV Pools shall provide written notice and Brunswick shall have Ten (10) days to cure the same.

**SECTION 18. TERMINATION OF AGREEMENT**

- A. In the event of breach of the terms of this Agreement, the non-breaching party shall be entitled to terminate upon Ten (10) days prior written notice to the breaching party, provided the nature of the breach is set forth in the notice and is not substantially remedied by the breaching party during such Ten (10) day notice period.
- B. In the event this Contract is placed in the hands of an attorney by RSV Pools for any breach of this Agreement by Brunswick, Brunswick agrees to pay reasonable attorney's fees.

**SECTION 19. NON-ASSIGNMENT**

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

**SECTION 20. NOTICES**

Any notice required or permitted to be given under the terms of this Agreement shall be sufficient if in writing and if sent by registered or certified mail to the respective principal business offices of RSV Pools or Brunswick.

**SECTION 21. GOVERNING LAW**

This Agreement shall be governed and constructed in accordance with the laws of the State of Maryland in all matters including, without limitation, its validity, construction and performance. The provisions of this Agreement shall be deemed severable, and the validity or non-enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof.

**SECTION 22. BINDING EFFECT**

The Agreement shall be binding upon the parties, and their respective heirs, personal representatives, successors and assigns.

**SECTION 23.**

**WAIVER**

This Agreement shall not be modified or amended except by a further written document signed by the parties hereto. No provision hereof may be waived except by an Agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. The failure of any party at any time to insist upon the strict performance of any promise, agreement, condition, understanding, covenant, warranty or representation set forth herein shall not be construed as waiver or relinquishment of the right to insist upon strict performance of the same at future time.

**SECTION 24.**

**ENTIRE AGREEMENT**

This Agreement contains the final and entire agreement between said parties and they shall not be bound by any terms, statements, conditions or representations, oral or written, expressed or implied, not contained in this Agreement.

**SECTION 25.**

**CAPTIONS**

The captions in this Agreement are for convenience only and shall not affect the interpretation of the provisions hereof.

IN WITNESS WHEREOF, the parties hereof have caused these present to be signed and sealed on this 22<sup>nd</sup> Day of January, 2021.

**RSV Pools, Inc.**

By:   
**Simon Harrington, President**

IN WITNESS WHEREOF, the parties hereof have caused these present to be signed and sealed on this \_\_\_\_ Day of \_\_\_\_\_, 2021.

**City of Brunswick**

By: \_\_\_\_\_



This Agreement is made and entered into as of the 22<sup>nd</sup> day of January, 2021 by and between **RSV Pools, Inc.** a Maryland Corporation (“**RSV Pools**”) and **The City of Brunswick** (“**Brunswick**”), to provide for the operation and management by RSV Pools of the City of Brunswick Municipal Swimming Pool & Splash Park located at 99 Cummings Drive, Brunswick, MD 21716.

WHEREAS, OWNER desires to place the responsibility for the upkeep, repair, and general activities necessary in maintaining a swimming pool in the hands of RSV Pools who is able to fulfill a variety of duties in connection with same, and

WHEREAS, RSV Pools desires to ensure that there is a mutual understanding of the scope and extent of its duties and desires that the overall relationship between the parties be clearly defined; and

WHEREAS, the potentially hazardous nature of a swimming pool requires that certain issues of importance to both parties be set forth with specificity.

NOW THEREFORE, in consideration of the promised and mutual covenant contained herein, the parties agree as follow.

## **SECTION 1. TERM OF AGREEMENT**

Subject to the terms and conditions contained herein RSV Pools will commence its duties with respect to the aforementioned swimming pool(s) prior to **May 29, 2021** opening day in order to perform opening procedures, RSV Pools will continue its duties through **September 6, 2021** at which time the pool(s) shall close and RSV Pools will perform closing duties.

## **SECTION 2. HOURS OF OPERATION**

<b>A.</b>	<b><u>REGULAR HOURS</u></b>
<b>MONDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>TUESDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>WEDNESDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>THURSDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>FRIDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>SATURDAYS:</b>	<b>12:00PM TO 6:00PM</b>
<b>SUNDAYS:</b>	<b>12:00PM TO 6:00PM</b>
<b>HOLIDAYS:</b>	<b>12:00PM TO 6:00PM</b>
<b>SCHOOL DAYS:</b>	<b>ONLY OPEN ON WEEKENDS 12:00PM TO 6:00PM</b>

*One guard will come in each day an hour early to prepare the swimming pool(s).*

- B. *Contract is based on 207 work hours per week during regular season.  
Contract is based on 62 work hours per week during the school season.*
- C. Holidays - The parties recognize the following as Holidays: Memorial Day, Independence Day and Labor Day. Any alterations and/or additions to the above listed holidays will involve an additional charge to Brunswick. The pool will close at 6:00PM on Independence Day to allow all patrons and staff to participate in the holiday celebrations.
- D. RSV Pools shall upon Fifteen (15) days' notice from Brunswick operate the pool at other than the aforementioned dates and times at the cost of One and One Half Percent (1.5%) per day of the total contract price plus the cost of chemicals and other supplies and materials.
- E. Brunswick swimming pool(s) will operate under the school schedule above at all times Frederick County Public Schools are in session, if school hours are applicable under Section Two of this Agreement.

### **SECTION 3. JANITORIAL SUPPLIES**

RSV Pools will obtain all necessary chemicals and toiletry items needed to maintain the pool and bathhouse facilities, including but not limited to paper towels, toilet paper, pine oil, comet, toilet cleaner, scrub pads and window cleaner. **RSV Pools is to pay for the cost of all janitorial supplies.**

### **SECTION 4. YEARLY PERMITS AND LICENSES**

RSV Pools shall secure yearly certificates and/or permits required by the Health Department and/or regulatory agencies. **RSV Pools shall pay for the cost of certificates and permits.** This does not include plan reviews, VGB permits, or electrical permits. If permits cannot be acquired by RSV Pools due to some problem, defect or circumstances beyond the control of RSV Pools, it shall be Brunswick's responsibility to secure such certificates and/or permits in sufficient time.

### **SECTION 5. SUPPLIES AND MATERIALS**

RSV Pools will obtain **all necessary chemicals needed** to balance and maintain the water chemistry of the pool. **Payment for such chemicals shall be the sole responsibility of RSV Pools. Payment for test kit chemicals and winterizing algaecide shall be the sole responsibility of RSV Pools.**

### **SECTION 6. OPENING SERVICES**

- A. RSV Pools shall prepare the swimming pool facility for opening by performing the

following standard services:

1. Inspect bathhouse and filtration system, including filter sand.
  2. Reassemble pipes and reinstall freeze plugs removed in winterization process.
  3. Circulate water through bathhouse equipment, inspect for leaks and/or improper function of facilities.
  4. Pump out and drain the pool(s), as needed.
  5. Acid wash the pool(s) as needed.
  6. Remove underwater lights and clean niches.
  7. Inspect skimmers, install baskets and cover plates or throttle devices.
  8. Obtain any necessary authorization to fill the pool.
  9. Reinstall chemical feeders and prepare them for operation.
  10. Order and store necessary chemicals for opening and operation of pool.
  11. Install diving boards, guard chairs, ladders and handrails.
  12. Have pool in operational condition two weeks before opening day.
  13. Clean all deck furniture.
- B. Brunswick will prepare the pool for opening by completing the following services:
1. Have fresh water lines functioning for use by April 1, 2021.
  2. Provide receptacles for debris removed from pool during cleaning.
  3. Provide RSV Pools Three (3) sets of keys to facilities by March 15, 2021.
  4. Have working telephone by March 15, 2021.

## **SECTION 7. DAILY MAINTENANCE AND OPERATION**

RSV Pools will make a daily inspection of the pool to check and clean facilities and will perform a general cleaning daily or as needed. RSV Pools will also be responsible for the following:

- A. Clean area inside pool gate.
- B. Clean filter room and bathrooms.

- C. Vacuum and brush walls of pool(s).
- D. Empty and clean all ashtrays as needed.
- E. Line up chairs for the next day's use.
- F. Take down umbrellas.
- G. Clean skimmer baskets.
- H. Maintain chlorination system and cleaning hair and lint strainers.
- I. Provide normal protection against corrosion of metal and electrical parts caused by water and chemicals.
- J. Check water purity, acidity and chlorine and conform to County Health Department standards. The water purity, acidity and chlorine readings will be recorded in a daily log to be maintained by RSV Pools and available for Brunswick's inspection at all times.
- K. Clean deck area, hose daily.
- L. **Control the gate of the pool by checking passes and signing in patrons. One lifeguard will be at the front desk at all times while the pool is open.**

**SECTION 8. BRUNSWICK'S RESPONSIBILITIES**

- A. Brunswick shall give Thirty (30) days notice in writing to RSV Pools of any change in the Management Company or agent of Brunswick with whom RSV Pools must communicate.
- B. Brunswick shall maintain telephones in good working order and shall insure that there is emergency access to the pool area. Pool may be closed due to telephone not being operable.
- C. Brunswick shall maintain proper ventilation of the pool, pump room and bathhouse facilities.
- D. Brunswick shall have provided preventative maintenance on the pool equipment and facilities and shall continue to do so if such preventative maintenance falls outside of RSV Pools responsibilities under this Agreement.
- E. Brunswick shall have notified RSV Pools of any internal defects in the pool or pool facility prior to commencement of this Agreement. RSV Pools will not be responsible for any pre-existing defects of which it was not made aware prior to this Agreement.
- F. Brunswick shall insure that adequate electricity and heat for upkeep of the pool and

bathhouses are provided.

- G. Brunswick shall insure that adequate security measures are enforced in and around the pool facilities. It shall be Brunswick's responsibility to investigate the circumstances of a theft or loss of any guests, Brunswick's or RSV Pools (including employee) property. RSV Pools shall cooperate in any investigation, but shall in no way be considered responsible or accountable for a failure of Brunswick's security measures, except to the extent of RSV Pools' negligence or willful misconduct.

## **SECTION 9.            CLOSING AND WINTERIZATION OF POOL(S)**

RSV Pools will perform the following services necessary to close and winterize the pool(s) which shall take place between Labor Day and November 15, 2021 unless a specific date is requested by Brunswick in advance:

- A. Adjust water level in pool(s) as necessary.
- B. Remove, clean and store skimmer baskets.
- C. Disassemble and store diving boards, guard chairs and other portable equipment.
- D. Clean and store pool cleaning and safety equipment.
- E. Drain and store garden hoses.
- F. Backwash and drain all filter tanks.
- G. Remove all freeze plugs as needed from all pool equipment and lubricate.
- H. Remove, inspect and clean all chemical feeders.
- I. Leave all valves positioned to deter freeze damage.
- J. Install portable heaters, heat tape, insulation or other heating device as necessary to deter condensation and freezing. Brunswick will supply all such equipment.
- K. Drain water lines as needed and remove fittings to prevent freeze damage.
- L. Fill bathhouse fixtures that cannot be drained or emptied with antifreeze.
- M. Prepare inventory of supplies and equipment.
- N. Submit evaluation of pool equipment and suggestions for needed and/or desirable maintenance.
- O. Install winterizing algae control. **RSV Pools is to pay for the cost of algacide.**

- P. Make monthly inspection of pool and bathhouse facilities over the winter months; report any freeze damage to Brunswick's Agent.
- Q. Pull pool motors and store as needed.

The parties agree that RSV Pools will have no responsibility for damage, wear and tear or any other problems associated with the pool that occur over the winter due to extremes in weather, Brunswick's neglect or any other cause except in the case of RSV Pools negligence.

## **SECTION 10.**

### **UPKEEP AND REPAIRS**

- A. RSV Pools will perform upkeep and minor repairs to the equipment and Brunswick will be billed for the reasonable cost of such repairs. All extensive repairs, replacements of equipment or other similar work needed during the season to continue the operation of the pool or to maintain the health and safety standards will also be Brunswick's expense and will be billed as an additional charge to Brunswick provided that the contractor received prior approval from Brunswick. It will be the responsibility and duty of RSV Pools to notify Brunswick of the need for such extensive repairs or work. RSV Pools will submit a written proposal if the cost of the repair or work is to exceed Three Hundred Dollars (\$300.00) which proposal Brunswick will approve in writing before work commences. **RSV Pools will strive to foresee the need for upkeep and repair in advance of the immediate need for the same.**
- B. RSV Pools may perform certain additional services upon the request of Brunswick, if such services are within RSV Pools capabilities. Such services will be extra and in addition to the fees provided herein and any such additional charges will be billed monthly unless such charges will exceed Five Thousand dollars (\$5,000.00), in which case Brunswick must provide Thirty percent (30%) of the estimated cost prior to the commencement of the work.
- C. It is understood and agreed that Brunswick shall pay all reasonable repair bills submitted to Brunswick on invoices by RSV Pools within Thirty (30) days from the date of billing, unless Brunswick is required to pay in advance under the terms of this Agreement. Brunswick shall inspect any work performed within Ten (10) days of said work. If there is a deficiency in said work, RSV Pools upon notice in writing by Brunswick shall have Thirty (30) days to reasonably correct any deficiencies. Unless the work is materially different than that described in the work request (see "A" above) or is structurally unsound, Brunswick shall have no right to reject said work or claim it as deficient and shall remain responsible for all costs of the work.
- D. In the event that RSV Pools is delayed or prevented by reasons of strikes, lockouts, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or other regulations, riots, insurrection, war, weather, acts of God or other reason of like nature (excluding financial inability) not the fault of Brunswick, then performance shall be excused for the period of the delay and the period of any such act shall be extended for

a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Brunswick from prompt payment of any monies due to RSV Pools under this Agreement.

- E. **All work performed and all personnel provided by RSV Pools shall comply with all state, local, county, federal and governmental statues, rules, regulations and ordinances.**

**SECTION 11. EMERGENCY CLOSING OF THE POOL**

- A. RSV Pools at its discretion and/or regulatory agencies may close the pool in an emergency situation by giving Brunswick notice of its intent to close the pool. In the event of inclement weather, RSV Pools will also have the right to close the facilities at its discretion upon notice to Brunswick. Should a time lapse or more than Ten (10) days be necessary to perform repairs or to complete any other requirements necessary to restore the pool to normal operation, RSV Pools shall refund Fifty percent (50%) of the labor cost from the Tenth (10<sup>th</sup>) day until such time as the pool is reopened for normal operation. However, if Brunswick elects to close the pool for any reason or the closing of the pool is necessary due to the act, omission or negligence of Brunswick or Brunswick's Personnel then Brunswick waives any right to the above described refund. Should Brunswick choose to close their pool or is forced to close their pool by federal, state, or local government mandate, Brunswick agrees to pay all reasonable maintenance costs to RSV Pools, including additional labor costs for pool cleanings, costs for chemicals, or any other costs that may be present to ensure the pool is properly maintained.
- B. RSV Pools shall not be liable in any way for the inconvenience associated with the closing of the pool or damages related to the emergency closing of the pool.

**SECTION 12. PERSONNEL**

- A. All Personnel employed by RSV Pools to perform any services or work under this Agreement shall be the employees of RSV Pools for all purposes. RSV Pools will be responsible for computation payment to its employees and shall pay all Social Security, Worker's Compensation and other taxes related to the work of all employees.
- B. RSV Pools will provide the following personnel certified in Lifeguard Training, CPR and Standard First Aid in the numbers specified:

**Regular Schedule:**

- 1 Pool Manager**
- 1 Assistant Manager**
- 4 Lifeguards (one part time)**

- C. All personnel shall be in uniform at all times.

- D. RSV Pools agrees to post and update valid lifeguard certifications and pool operator's licenses, as directed by Brunswick and as required by law and regulation.
- E. All Pool personnel will attend company wide preseason orientations and preseason training meetings for their pool.
- F. RSV Pools, if requested by Brunswick shall supply additional personnel at a fee of One Thousand, One Hundred, and Twenty (\$1,120.00) dollars per week, or Twenty-Eight (\$28.00) dollars per work hour or as otherwise specified by RSV Pools, in addition to RSV Pool's compensation agreed herein.
- G. RSV Pools will provide, at no additional costs, 12 hours of guard coverage for swim meets.
- H. Upon receipt of Brunswick's written statement provided to RSV Pools specifying the particular reasons for Brunswick's dissatisfaction with any employee of RSV Pools, RSV Pools will replace an employee that Brunswick validly finds objectionable within Forty-Eight (48) hours.
- I. Upon Brunswick resident's schedule provided to RSV Pools at least Forty-Eight (48) hours ahead of time, RSV Pools will provide personnel for pool parties at the rate of Twenty-Five Dollars (\$25) per hour per lifeguard or as otherwise specified by RSV Pools with additional cleanup charges as needed, in addition to RSV Pool's compensation agreed to herein. This fee will be billed to Brunswick.
  - 1) Brunswick shall provide to RSV Pools a complete list of chaperons or persons in charge for each pool party including the name of the group.
  - 2) RSV Pools will not be responsible for any guest who refuses to comply with pool rules and regulations.
  - 3) Brunswick shall retain sole responsibility for providing security to manage the party if security becomes necessary for any reason.
  - 4) RSV Pools shall retain the right to eject party guests that do not comply with pool rules and regulations.
  - 5) Brunswick shall provide RSV Pools with a written request for such parties at least Forty-Eight (48) hours in advance of said party. In the event that Forty-Eight (48) hours notice is not provided to RSV Pools, RSV Pools shall maintain the option to charge an additional Five dollars (\$5.00) per hour, per lifeguard for said pool party.
  - 6) RSV Pools reserves the right to refuse said party if the provisions stated herein are not followed. In which case, RSV Pools shall not be held liable in any way for the inconvenience associated with the inability to provide lifeguard coverage. RSV Pools shall provide Brunswick advance notice of no coverage.

- 7) Alcoholic beverages will not be allowed in the pool area at any times.
- 8) RSV Pools shall not be liable for any damages resulting from noncompliance with the above requirements.

**SECTION 13. UTILITIES**

Brunswick at its sole expense shall provide water, electricity and gas (if required) as needed for the operation of the pool. Brunswick shall also provide telephone service at its sole expense. If utility service is interrupted for any reason which prevents the scheduled operation of the pool or its maintenance, other than RSV Pools' negligence, Brunswick shall have the sole responsibility to ensure that the service is promptly restored. Brunswick shall not be entitled to any refund or other payment from RSV Pools if the pool is closed due to an interruption of or problem with utilities.

**SECTION 14. INSURANCE**

RSV Pools shall carry and maintain public liability insurance, including umbrella coverage, in the amount of at least Ten Million Dollars (\$10,000,000.00), including loss of life, that may be sustained by any patron or guest at the pool, while on pool premises, during scheduled pool hours.

- A. RSV Pools shall maintain Worker's Compensation Insurance which complies with the applicable worker's compensation laws governing RSV Pools and all employees working for RSV Pools.
- B. A certificate of insurance will be provided to Brunswick before the start of this Agreement.
- C. Brunswick shall also maintain Public Liability Insurance in the amount of One Million Dollars (\$1,000,000) with umbrella coverage. Insurance will cover accidents and injuries including loss of life that may be sustained by any patron or guest of the pool while on the premises.
- D. In the event that Brunswick requests to have another party, other than Brunswick, listed on the certificate of insurance as an additional insured; Brunswick will have to pay an additional fee.

**SECTION 15. TIME CLAUSE**

The parties agree that RSV Pools has the option to void this Agreement if it is not signed and returned to RSV pools by Brunswick within Ninety (90) days from the contract date or prior to the date this Agreement is due to start.

**SECTION 16. INDEMNIFICATION**

- A. It is expressly understood and agreed that RSV Pools shall not be liable or responsible to any person for any loss, injury and/or damage sustained by said person as a result of the use of the pool or its facilities, excepting that caused by the negligence of RSV Pools or its employees. RSV Pools is also exempt from liability due to mechanical failure of equipment or damage to pool due to faulty construction, defective workmanship or hydrostatic pressure.
- B. Brunswick shall indemnify and hold harmless RSV Pools and its agents and employees from any and all claims arising from or related to any act, failure to act, or negligence on the part of Brunswick, excepting that cause by the negligence of RSV Pools or its employees.
- C. In no event shall the indemnification provisions contained herein be construed or interpreted as releasing the insurance carrier under any insurance policy from:
  - 1. Its obligation under said policy to defend RSV Pools or Brunswick, their respective agents and employees, in any legal claim or action connected with or arising out of any activity which is the subject of this Agreement.
  - 2. Its obligation to pay under any such policy any claim or damages assessed against RSV Pools or Brunswick, their respective agents or employees, connected with or arising out of any activity which is the subject of this Agreement.
  - 3. Any other obligation under the terms of any such policy.

**SECTION 17. COMPENSATION TO RSV POOLS**

- A. For the standard services provided by RSV Pools to Brunswick under this Agreement, Brunswick agrees to pay RSV Pools the total base amount of **Fifty-Nine Thousand, Nine Hundred, Thirty-Four and 00/xx\*\*\*\*\*Dollars (\$59,934.00 ) per pool season.** Such payment shall be rendered on the following schedule:

<b>On the 1<sup>st</sup> day of April 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of May 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of June 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of July 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of August 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of September 2021</b>	<b>\$ 9,989.00</b>

- B. Payments will be due in Thirty (30) days of billing date. Brunswick shall pay RSV Pools a Five Percent (5%) late fee for any payments which are more than Fifteen (15) days late. Any sums of money due to RSV Pools which are not paid in full by Brunswick within Thirty (30) days of the billing date, shall bear interest at the rate of One- and One-Half Percent (1.5%) per month until paid in full.

- C. In case of payment default by Brunswick, RSV Pools shall provide written notice and Brunswick shall have Ten (10) days to cure the same.

**SECTION 18. TERMINATION OF AGREEMENT**

- A. In the event of breach of the terms of this Agreement, the non-breaching party shall be entitled to terminate upon Ten (10) days prior written notice to the breaching party, provided the nature of the breach is set forth in the notice and is not substantially remedied by the breaching party during such Ten (10) day notice period.
- B. In the event this Contract is placed in the hands of an attorney by RSV Pools for any breach of this Agreement by Brunswick, Brunswick agrees to pay reasonable attorney's fees.

**SECTION 19. NON-ASSIGNMENT**

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

**SECTION 20. NOTICES**

Any notice required or permitted to be given under the terms of this Agreement shall be sufficient if in writing and if sent by registered or certified mail to the respective principal business offices of RSV Pools or Brunswick.

**SECTION 21. GOVERNING LAW**

This Agreement shall be governed and constructed in accordance with the laws of the State of Maryland in all matters including, without limitation, its validity, construction and performance. The provisions of this Agreement shall be deemed severable, and the validity or non-enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof.

**SECTION 22. BINDING EFFECT**

The Agreement shall be binding upon the parties, and their respective heirs, personal representatives, successors and assigns.

**SECTION 23.**

**WAIVER**

This Agreement shall not be modified or amended except by a further written document signed by the parties hereto. No provision hereof may be waived except by an Agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. The failure of any party at any time to insist upon the strict performance of any promise, agreement, condition, understanding, covenant, warranty or representation set forth herein shall not be construed as waiver or relinquishment of the right to insist upon strict performance of the same at future time.

**SECTION 24.**

**ENTIRE AGREEMENT**

This Agreement contains the final and entire agreement between said parties and they shall not be bound by any terms, statements, conditions or representations, oral or written, expressed or implied, not contained in this Agreement.

**SECTION 25.**

**CAPTIONS**

The captions in this Agreement are for convenience only and shall not affect the interpretation of the provisions hereof.

IN WITNESS WHEREOF, the parties hereof have caused these present to be signed and sealed on this 22<sup>nd</sup> Day of January, 2021.

**RSV Pools, Inc.**

By:   
**Simon Harrington, President**

IN WITNESS WHEREOF, the parties hereof have caused these present to be signed and sealed on this \_\_\_\_ Day of \_\_\_\_\_, 2021.

**City of Brunswick**

By: \_\_\_\_\_



CLARK | AZAR & ASSOCIATES

**City of Brunswick  
Work Order #335.029  
811 W. Potomac Street Additional Construction Support Services**

In accordance with "City of Brunswick Professional Engineering Contract" dated October 31, 2017, City and Engineer agree as follows:

**A. Scope of Services**

**BACKGROUND**

The city has awarded the construction contract for the new Police Station and DPW Headquarter project located at 811 West Potomac Street within the city. The City will be has determined that it is unable in the handling primary construction administration duties and has asked Clark Azar & Associates, Inc. (CAA) to provide additional supplemental support during construction for functions the city staff is unable complete with their own forces. The intention of this task is to provide the minimal involvement by CAA and their subconsultants to ensure a quality final outcome. All work associated with this task will be performed on a time and expenses basis as requested by the city. CAA will not perform any work without authorization by the city. If the city requires additional services during construction or due to a change in the city staff, CAA will provide such services on a time and expenses basis.

**Engineering Services**

- a. Attend all project progress meetings.
- b. Review contractor logs for submittals, RFI's and change orders.
- c. Visit the site to review construction progress, assumed a minimum of three (3) times a week dependent upon contractor's schedule, assumed a minimum of two (2) hours per visit on site.
- d. Attend commissioning meetings on the site.
- e. Review draft pay applications and certified pay applications from the contractor.
- f. Review test reports from 3<sup>rd</sup> party inspection firms.
- g. Provide daily reports electronically of project progress for each site visit made.
- h. Review and comment on contractor's schedule and two (2) week look forward.
- i. Prepare a final punch-list inspection of the work to be addressed or corrected.
- j. Review contractor record drawings.
- k. Review O&M Manual prepared and supplied by contractor.

Exclusions:

Construction testing.

Commissioning of any building systems (CAA will witness contractor commissioning of systems).

Permit or plan revisions required due to contractor negligence.



**Owner's Responsibilities:**

Owner shall have those responsibilities set forth in Section 3 of the referenced contract.

**Fees:**

Owner shall pay Engineer for services rendered on an hourly basis as summarized on the attached spreadsheet and as follows:

<u>Services:</u>	<u>Compensation:</u>	<u>Estimated Fee:</u>
As stated above	Standard Hourly Rates	\$145,000

The terms of payment are set forth in Section 9 and 10 of the referenced Contract.

**Terms and Conditions:**

Execution of this Work Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Work Order signed by Owner.

The effective date of this work order is based on acceptance of this work order dated \_\_\_\_\_, 2021.

**Designated Representative for Task Order:**

OWNER:

City of Brunswick

By: \_\_\_\_\_  
David B. Dunn, City Administrator

ENGINEER:

Clark | Azar & Associates, Inc.

By:   
Dana Clark, PE, President

**Designated Representative for Project:**

David B. Dunn, City Administrator  
DDunn@Brunswickmd.gov  
(301) 834-7500 X200

John W. Strong, Project Manager  
Jstrong@clarkazar.com  
(240) 912-3492

**Project: 811 W. Potomac Additional Construction Support**

**Client: Brunswick**

**By: JA**

Task			Civil Engineer			Total			Total	
No.	Task	Civil PM		MEP Engineer	Architect	Labor	Subcontractors	Postage/ Reprographics/ Mileage	Direct	Total
		\$135.00	\$118.00	\$125.00	\$125.00				(15% MU)	
<b>1</b>	<b>Construction Support</b>									<b>\$145,000</b>
	Progress Meetings	40				\$5,400			\$0	\$5,400
	Weekly Site Visits (15 months)	720		40	40	\$107,200		\$500	\$500	\$107,700
	Pay Apps	20				\$2,700			\$0	\$2,700
	Commission Site Visits	20		60	20	\$12,700			\$0	\$12,700
	Review Logs	40				\$5,400			\$0	\$5,400
	Review Test Reports	40		20	4	\$8,400			\$0	\$8,400
	Review O&M	20								
	Review Contractor Record Drawings	40		20	20					
	Schedule Review	20				\$2,700			\$0	\$2,700
	Total Hours	960	0	140	84	1184				
	Total Cost	\$129,600	\$0	\$17,500	\$10,500	\$157,600	\$0	\$500	\$500	<b>\$145,000</b>

**Dave's question to John Strong, Clark Azar:** What is the difference between this quote and the \$85,000 quote for services?

**John's answer to Dave:** When we did the initial proposal it looked like the City was going to be handling the construction management mostly internally.

The \$85,000 was for:

- a. Attend a project kickoff meeting with the general contractor and the city
- b. Review submittals for conformance with project documents
- c. Respond to contractor requests for information
- d. Attend limited progress meetings as requested by the city
- e. Review the commission plan prepared by the contractor
- f. Prepare a final punch-list inspection of the work.

Once it was determined the City did not have the staff to conduct construction management and it was going to be handled externally the \$145,000.00 is for :

- a. Attend all project progress meetings.
- b. Review contractor logs for submittals, RFI's and change orders.
- c. Visit the site to review construction progress, assumed a minimum of three (3) times a week dependent upon contractor's schedule, assumed a minimum of two (2) hours per visit on site.
- d. Attend commissioning meetings on the site.
- e. Review draft pay applications and certified pay applications from the contractor.
- f. Review test reports from 3rd party inspection firms.
- g. Provide daily reports electronically of project progress for each site visit made.
- h. Review and comment on contractor's schedule and two (2) week look forward.
- i. Prepare a final punch-list inspection of the work to be addressed or corrected.
- j. Review contractor record drawings.
- k. Review O&M Manual prepared and supplied by contractor.

I suspect there will be some overlap but it will be charged hourly at no point would the city be double billed although the tasking may change within that time spent.

As you can see the scope is much deeper and the involvement is much deeper in the second proposal.



February 1, 2021

Mr. David Dunn  
City Administrator  
City of Brunswick  
One West Potomac Street  
Brunswick, Maryland 21716

Re: Proposal – Change Order No. 1 Additional Engineering Design for Clearwell Improvements for the Yourtee Spring Water Treatment Plant

Dear Mr. Dunn:

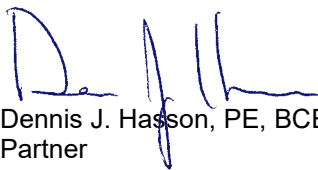
Whitman, Requardt and Associates, LLP (WRA) is pleased to present our design change order proposal for additional engineering services related to improvements to the existing clearwell at Yourtee Spring. The following information is enclosed.

- A. Scope of Services
- B. Schedule
- C. Compensation
- D. Manhour Estimate and Cost Breakdown
- E. Terms and Conditions
- F. Assumptions

WRA proposes to provide services as described under the attached Scope. The fee for this work is **\$27,755**. If this proposal is acceptable, please sign and date in the space provided on page 3.

Very truly yours,

Whitman, Requardt and Associates, LLP



Dennis J. Hasson, PE, BCEE  
Partner

Enclosures

cc: File  
John Gerstner/DPW  
Matt Campbell/DPW  
David Chung, P.E.  
P. Andrew Cooper, P.E., BCEE

## A. Scope of Services

### BACKGROUND

The Yourtee Spring water treatment system design utilizes the existing lower house / clearwell, which is being modified to house the filtration and disinfection equipment with the addition of a new floor and super-structure. During initial demolition by CALLAS Contractors, LLC, it was discovered that the clearwell has several unanticipated leaks where groundwater is infiltrating through the structure. This needs to be addressed because the clearwell is being used to hold treated water which cannot be mixed with untreated groundwater.

WRA has performed an expedited design to address the infiltration and provide a stable foundation for the new treatment building, and minimize delays to the project. The following describes the scope of work for additional Engineering Services related to the existing clearwell improvements:

1. Clearwell Improvements:
  - a. WRA will design the clearwell improvements to prevent infiltration of untreated groundwater into the treated water area.
  - b. Construction Plans: WRA will review available materials and update the structural design to include a geocomposite sheet drain system and a new concrete slab and walls. New materials will be specified on the drawings and additional specifications as needed.
  - c. Construction plans will be submitted to the City at 90% complete, and comments will be addressed. Bid Ready (100% signed and sealed) documents will then be generated and provided to CALLAS so they can update their building permit and provide a Construction Change Order for the additional work.
  - d. WRA will also provide additional site visits to witness installation, as well as submittal reviews for the geocomposite material.

## B. Schedule

The proposal assumes that all design work will be completed by the end of February 2021, in coordination with the ongoing WTP construction.

## C. Compensation

A detailed workhour breakdown showing the derivation of this estimated fee is provided in the manhour spreadsheet which is attached. Our total compensation to perform these services is **\$27,755.00**.

This fee will not be exceeded without your authorization.

We will perform the required scope of work and any authorized additional services based on our current IDQ Contract Services Agreement with Frederick County DUSWM, on the basis of specified technical payroll rates plus out-of-pocket expenses. The payroll rates include payroll burden, overhead costs for partners, accountants, secretarial staff, and other non-technical support personnel engaged on this project. Out of pocket expenses include subconsultant fees, reproduction, plus the costs for any other expenses used exclusively on this project and are directly chargeable.

If a work effort for this project is recognized as being outside of this scope of services by WRA or is requested by the City of Brunswick, a scope amendment will be submitted for the City's authorization, prior to proceeding with that effort.

Invoices will be rendered every four weeks for the actual services performed during the previous four-week period and are due within 30 days of receipt.

## D. Manhour Estimate and Cost Breakdown



A detailed Manhour Estimate and Cost Breakdown by task is included herein.

**E. Terms and Conditions**

1. WRA shall perform the services with the standard of care, skill, and diligence normally provided by an engineer performing the same or similar services, under the same or similar circumstances, in the locality of the Project.
2. WRA shall indemnify and hold harmless the City against third-party claims, judgements, loss, or damage (including reasonable attorney's fees) to the extent arising out of the negligent acts, errors, or omissions, or negligent performance or nonperformance of the services by WRA or those of its subconsultants, agents, or employees.
3. WRA shall maintain Professional Liability, Commercial General Liability, Automobile, and Workmen's Compensation Insurance for the duration of its performance as set forth on the attached certificate of insurance.
4. This agreement shall be governed by the law of the State of Maryland.

**F. Assumptions**

1. WRA are not responsible for monitoring or documenting the Contractor's daily work activities for compliance with the contract document nor his adherence to a construction schedule.
2. The Contract Time is 364 Calendar Days; 336 Calendar Days to Substantial Completion; followed by 28 Calendar Days to Final Completion/ Final Acceptance, based on NTP of November 15, 2020.
3. Any services required beyond the 364 day calendar period will require additional fees for engineering and/ or construction management services.

APPROVAL:

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Signature

Date



PROJECT NAME: City of Brunswick - Yourtee Spring Filtration Plant - Change Order No. 1																				REVISION		DATE		BY		PAC												
MANHOOR ESTIMATE AND PROPOSAL																				1		1/30/2021																
TASK	CLIENT: City of Brunswick																			WRA EXPENSES	Subcontractor hours	Subcontractor Payroll	Subcontractor Expenses	Line Item Totals														
	PROJECT DESCRIPTION: Yourtee Spring WTP - Change Order No. 1 for Additional Engineering Services for Clearwell Improvements																																					
																				WRA TOTAL HOURS	WRA TOTAL PAYROLL																	
1. Engineering Services during Construction																				T, R, E																		
Use Labor Cost Rates for year: 2021																				\$196	\$150	\$123	\$97	\$196	\$150	\$100	\$196	\$150	\$64	\$196	\$147	\$64	\$196	\$133	\$97	\$0	S, or L (See Legend)	T, R, E
1	Clearwell Improvements	20				8	40					7	60		5	10			150	\$23,992	-	\$0	0	\$0	-	\$0	\$23,992											
	Site visits and Submittal reviews						12						12						24	\$3,563	T	\$200	0	\$0	-	\$0	\$3,763											
<b>TASK A SUBTOTALS =</b>		<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>72</b>	<b>0</b>	<b>5</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>174</b>	<b>\$27,555</b>	<b>\$200</b>	<b>Subcontractor Total</b>		<b>\$0</b>		<b>\$27,755</b>												
<b>TASK A SUB-TOTAL DOLLARS =</b>		<b>\$3,920</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,568</b>	<b>\$7,797</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,372</b>	<b>\$10,584</b>	<b>\$0</b>	<b>\$980</b>	<b>\$1,334</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,555</b>	<b>\$200</b>		<b>Profit on Sub</b>		<b>0.0%</b>		<b>\$27,755</b>												
		<b>0</b>	<b>Civil</b>	<b>\$0</b>	<b>\$0</b>	<b>60</b>	<b>Geotech</b>	<b>\$9,365</b>	<b>0</b>	<b>Architect</b>	<b>\$0</b>	<b>79</b>	<b>Structural</b>	<b>\$11,956</b>	<b>15</b>	<b>Mech.</b>	<b>\$2,314</b>	<b>\$0</b>			<b>WRA Total</b>		<b>\$27,755</b>		<b>TASK A TOTAL</b>		<b>\$27,755</b>											

Bare Labor Cost rates for year		2021	Project Manager	Senior Project Engineer - Civil	Design Engineer - Civil	Design Engineer - WWWW	Project Manager - Geotech	Senior Project Engineer - Geotech	Registered Prof. Engineer - Geotechnical	Project Manager - Architect	Architect	Arch. Designer / CADD	Project Manager - Structural	Design Engineer - Structural	Struct. Designer / CADD	Project Manager - Mechanical	Design Engineer - HVAC/Plumb.	Design Engineer - WWWW		
Contract Rates - LOADED LABOR AT A FACTOR OF:	1	\$196.00	\$149.94	\$122.50	\$96.78	\$196.00	\$149.94	\$100.00	\$196.00	\$149.94	\$64.31	\$196.00	\$147.00	\$64.31	\$196.00	\$133.40	\$96.78	\$0.00		

WRA EXPENSES  
T = Travel  
E = Equipment Rental  
S = Subcontractor  
L = Laboratory Cost  
R = Reproduction



Service You Can Depend On

February 1, 2021

**Proposal to install wall mounted heaters in chemical room.**

Attention: Mr. Jeremy Mose P: 301-465-0593  
Wastewater Superintendent E: jmose@brunswickmd.gov

Reference: Brunswick Wastewater Treatment Plant  
20 C&O Canal Towpath East  
Brunswick, MD 21716

Scope of Work:

- Install two (2) HJL36025 breakers in MCC.
- Run RMC from MCC to chemical room. Conduit will contain two (2) 25-amp circuits for heaters.
- Techs will install appropriate explosion proof (Class 1 Division 1) rated conduit, seal-offs and other rated for the installation boxes once the pump room is reached.
- Techs will install two (2) GUX wall/ceiling mounted heaters and terminate wiring.

**Total: \$20,700.00**  
*(Proposal is good for thirty (30) days and subject to price escalation due to manufacturing cost increases due to COVID-19 and trade tariffs).*

Clarifications:

- Proposal is based on 2017 NEC electrical installation requirements and standards.
- Proposal is based on normal working hours of 7:00 am to 3:30 pm, Monday thru Friday, Holidays excluded.

Exclusions:

- Any work not included in the above proposal.

To accept this proposal, please sign, date and return this document to MEC or e-mail your acceptance to [aswan@mec-electrical.com](mailto:aswan@mec-electrical.com)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Thank You,

**Andrew Swan**  
Service Manager  
C: 301-748-1494



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