



April 6, 2022

Harold Simmons, City Manager
City of Senoia
80 Main Street
Senoia, GA 30276

Re: Proposal to assist the City of Senoia with NPDES MS4 Permit Compliance Services

Dear Harold,

Per the City's request, Goodwyn Mills and Cawood, LLC (GMC) is pleased to present the following proposal to continue assisting the City of Senoia with annual NPDES compliance services required by the City's Phase II MS4 Permit (Permit) for the 2022 reporting year as described in the scope below. We assume that City staff will be responsible for the remainder of the NPDES Phase II MS4 Permit BMPs and permit requirements not addressed herein for reporting year 2022.

Please note that the 2022 reporting year is the last year in the City's 5-year Permit Cycle, which became effective in December 2017 and expires on December 5, 2022. It is important that the City ensures that 100% of all required inspections and fieldwork has been completed during the 2017 – 2022 timeframe (and no later than December 31, 2022) to be in compliance with the City's permit. The EPD will be evaluating both the City's compliance with its 2022 reporting period as well as its "overall" compliance with the 2017-2022 reporting cycle and Permit and whether the City has completed all inspections and fieldwork based on the most updated inventories submitted to the EPD.

SCOPE OF SERVICES

Task 1: NPDES Program Management

GMC will work on behalf of the City of Senoia as the liaison to the EPD as it relates to compliance with the NPDES tasks and program responsibilities addressed within this proposal. This may include meetings, conference calls and emails with the City's EPD Program Manager. Please note that addressing EPD comments on the City's Annual Reports will be considered an hourly, additional service and will be charged at the rates specified in Attachment B.

GMC will meet with City supervisory staff after approval of this proposal, if requested, as an initial "kickoff meeting" to review stormwater program responsibilities for the 2022 reporting year. GMC will also provide City staff with a listing of documentation that is needed for the Annual Report.

Task 2: Dry Weather Screening

GMC will perform Dry Weather Screening in accordance with the procedure most recently approved by EPD and included in the City's approved SWMP and IDDE Plan. The City is required to screen 100% of its MS4 outfalls during the 5-year permit period. For reporting year 2022, GMC will screen all outfalls remaining in the City's inventory before permit expiration. GMC staff will complete a Dry Weather Screening Form for each MS4 Outfall. If flow is not present, the GMC field staff will note it as such, photograph the outfall, and complete the form. If flow is present, the field staff will perform field observation of odor, color, turbidity, and floatables. The field



staff will also measure temperature, pH and conductivity using a field probe. The field staff will calibrate the equipment every day the field work is performed and also perform a factory calibration once per year, in compliance with OA/QC procedures. Fluoride and Surfactants will be tested in the field using a LaMotte Colorimeter. Field staff may also collect a grab sample(s) for fecal bacteria for analysis at an accredited laboratory in accordance with the sampling protocols specified in Section 3.3.2 of the City's Dry Weather Screening Procedures if certain testing parameters are exceeded and/or physical and visual indicators are observed. Indicators that may trigger fecal coliform sampling may include elevated conductivity levels (greater than 300 $\mu\text{mho/cm}$) and/or the presence of surfactants and physical/visual indicators that are commonly associated with sewage.

The GMC field staff will record all results on a Dry Weather Screening Form for each outfall screening. For outfalls where an illicit discharge is suspected, the field staff will provide the City with the location of the outfall and the sampling results and will work with City staff to initiate source tracing activities, as appropriate. If requested by the City, the GMC staff may assist with any required source tracing activities as specified in Section 3.6 of the City's Dry Weather Screening Procedures, which may include an analysis of adjacent land uses, site investigations and/or additional upstream water quality monitoring. These services, upon approval by the City, will be performed at the hourly rate plus laboratory, equipment rental, and mileage expenses as set forth in Attachment B.

Task 3: Staff Training

GMC will provide an annual training for City staff on NPDES MS4 implementation that will be scheduled in coordination with GMC's kickoff meeting, 2022 fieldwork activities, and/or during annual report development. Our goal will be to help City staff better understand MS4 inspections, illicit discharge detection, and applicable program requirements. GMC will also work with City staff to provide guidance on compliance documentation and record keeping throughout the year. Training materials used by GMC may be in the form of a video or PowerPoint presentation that may be provided to appropriate field and supervisory staff. GMC staff will develop training materials, provide a sign-in sheet, and maintain adequate documentation for the City's Annual Report.

Task 4: MS4 Inspections

GMC staff will perform inspections of remaining MS4 structures (stormwater drainage system) in the City's inventory in compliance with the procedures outlined in the City's NPDES MS4 SWMP and before permit expiration. The City must complete inspections of 100% of the structures within the City's MS4 within the current permit period, which ends in December 2022. This includes MS4 structures in Zone 5 as well as MS4 structures in Zone 1, which the City was originally responsible for completing in 2017. The results of the inspections will be recorded in the City's GIS MS4 database. GMC will also provide City staff with a list and map that identifies maintenance needs so that the City can prioritize and perform maintenance as needed.



Task 5: MS4 GIS Inventory

GMC staff will continue to maintain the City's MS4 GIS database and will update the City's MS4 inventory and inventory of private detention ponds with any new or annexed drainage structures added to the City's MS4 since December 2021. This scope assumes that the City can provide as-builts or other electronic documentation that geolocates new stormwater structures and ponds and that GMC will not be required to perform any field work. If GMC must perform field work to confirm the location of any new structures, it shall be done at an hourly, additional rate. Please note this proposal and tasks do not include fees related to hosting of GIS data, which is included in a separate contract.

GMC will assist the City with the following SWMP requirements related to maps and inventories. GMC will prepare the following documents for inclusion in the City's Annual Report (this assumes the City will provide geo-referenced as-builts for any new development / redevelopment during the reporting year that should be added to the GIS database that GMC maintains for the City):

- *MS4 Outfall Inventory and Map (BMP C.2 of City's SWMP):* GMC will maintain and update a map and inventory database of City MS4 outfalls.
- *MS4 Dry Weather Screening Sheets (BMP C.3 of City's SWMP):* GMC will prepare dry weather screening sheets that summarize the findings of GMC's outfall inspections and screening for inclusion in the City's Annual Report. If GMC performs any source tracing at the City's request, GMC will also maintain documentation of these activities.
- *Private/Public Detention Pond Inventory (BMP E.2 of the City's SWMP):* GMC will update and maintain the City's pond inventory.
- *MS4 Control Structure Inventory and Map (BMP F.1 of City's SWMP):* GMC will maintain and update a map and an inventory database of MS4 control structures.
- *MS4 Inspection Reports (BMP F.2 of City's SWMP):* GMC will prepare a table of inspection reports. This will not include information about maintenance activities; this information will be provided under separate cover to the City.

Task 6: 2022 Annual Report Preparation

GMC will provide the City with a listing of documents needed for BMPs and associated activities that the City implemented during the 2022 reporting year. Using the information from the City and documentation prepared by GMC for services identified in this proposal, GMC will prepare a draft Annual Report and provide the draft document to the City for review. GMC will make any necessary revisions based on the City's input and submit the final Annual Report and associated attachments/documentation to the EPD. In accordance with EPD's requested submittal procedures, GMC will provide a hard copy of the Annual Report and electronic copies of all attachments and documentation to the EPD. GMC will also provide the City with electronic copies of the Annual Report and all associated attachments; upon request, GMC can also provide a hard copy of the Annual Report. If the EPD provides comments on the Annual Report, GMC will assist the City with their response as an hourly, additional task at the rates specified in Attachment B.



Task 7: Impaired Waters Plan Preparation and Implementation

Based upon Georgia’s 305(b)/ 303 (d) Integrated Report data that was recently released by the EPD, it appears the City will now be required to prepare an Impaired Waters Plan that identifies relevant pollution prevention strategies and best management practices (BMPs) for Line Creek.

GMC will coordinate a meeting with the City to review the City’s current outfall inventory and suggested BMPs, and prepare a draft Impaired Waters Plan for the City’s review that meets the requirements of Section 4.4 of the City’s MS4 Permit. We will update the draft Plan based on feedback from the City, time permitting, and submit the Plan to the EPD. If there are additional comments provided by EPD on this future submittal GMC can assist the City with addressing those comments as an hourly additional service.

Task 8: Existing Flood Control Assessment

The City developed Water Quality Assessment Procedures to ensure that existing City flood management projects (i.e., detention and retention ponds) are assessed for potential retrofitting to address water quality impacts. These Procedures were approved by the Georgia EPD during the last SWMP submittal to meet the Metro North Georgia Water Planning District requirements. GMC will perform Water Quality Assessments for all City-owned detention and retention ponds during the 2022 reporting period to assess the potential to retrofit these publicly-owned structures to incorporate additional control measures to improve water quality treatment. The results of the inspections will be provided to the City along with any identified retrofitting needs so that the City can perform the identified services.

SCHEDULE

GMC will complete and submit the field work described above by December 31, 2022. The Annual Report will be completed and submitted to EPD on or by February 15, 2023. Any additional, out of scope work, will be completed in accordance with the schedule set by EPD and the City’s NPDES Phase II MS4 Permit.

FEE

Our services will be performed for a total lump sum fee of **\$43,500** for Tasks 1-8 as outlined in this proposal and itemized below:

2021 NPDES Compliance Assistance (Tasks 1-6, Lump Sum):	\$38,000
Impaired Waters Plan:	\$2,500
Existing Flood Control Assessment:	<u>\$3,000</u>
Total:	<u>\$43,500</u>

Additional services, including Source Tracing and responding to EPD comments on submittals can be performed on an hourly, as needed basis as noted above. Any hourly, as-needed or out-of-scope work will be completed at the City’s request in accordance with the terms & conditions and fee schedule included in Attachments A and B. GMC will invoice the City on a monthly basis.



CLOSING

We appreciate your confidence in GMC, and we look forward to assisting the City to remain compliant and in good standing with their NPDES Phase II MS4 Permit. Please contact me you have any questions, or if you need additional information.

Sincerely,

GOODWYN MILLS CAWOOD, LLC

Courtney Reich, AICP, CFM
VP, Market Leader

AUTHORIZATION

GMC proposes to implement the scope of work outlined herein in accordance with the terms and conditions defined in Attachments A and B. As our authorization, please sign in the space provided below.

City of Senoia

Goodwyn Mills and Cawood, LLC

Harold Simmons
City Manager

Courtney Reich
VP, Stormwater Market Leader



ATTACHMENT A – TERMS AND CONDITIONS

Goodwyn, Mills and Cawood (hereinafter GMC, "we", "us", "our", "Consultant") agrees to provide Client (City of Senoia), for Client's sole and exclusive use, services as set forth in this Agreement, subject to the Terms and Conditions set out herein and agreed to hereby. No third-party beneficiaries are made or intended by either Party to this Agreement.

ASSIGNMENT: Neither party to this Agreement shall assign, or transfer any rights under or interest in this Agreement without the prior written consent of the other party except that CONSULTANT may retain sub-consultants as CONSULTANT deems appropriate and CONSULTANT may make a collateral assignment of this Agreement to its lenders.

DISPUTE RESOLUTION: OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation unless the parties mutually agree otherwise. Within fifteen (15) days of receipt by one party of notice of a dispute and demand for mediation from the other party, the parties shall jointly select a mediator and shall conduct mediation within (30) days of receipt by one party of notice of a dispute and demand for mediation from the other party. The cost of mediation shall be paid equally by both parties. The OWNER and the CONSULTANT further agree to require a similar mediation provision in all agreements with independent contractors and consultants, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated so that the OWNER agrees, to the fullest extent permitted by law, total liability of CONSULTANT to the OWNER, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total compensation received by CONSULTANT under this Agreement. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

INDEMNIFICATION: To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER, OWNER's elected officials, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's services under this Agreement. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Consultants from any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by OWNER, OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project. If the OWNER requests drawings furnished by electronic media, the OWNER shall sign an agreement specifically excluding CONSULTANT's liability from any use of such electronic media.

STANDARD OF CARE: The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's service.

This Agreement is based on applicable laws, regulations, standards, and requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for



modifications to OWNER's responsibilities or to CONSULTANT's scope of services, times of performance, and compensation.

FAILURE TO PAY: If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then amounts due CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against CONSULTANT for any such suspension.

TERMINATION: The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof, provided however, that if the failure is of such a nature that it cannot be cured within said thirty (30) day period, no right to terminate shall exist so long as the correcting party is diligently and in good faith pursuing the correction of the failure. The OWNER shall within thirty (30) calendar days of termination pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER, the CONSULTANT and the CONSULTANT's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy. The CONSULTANT and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

UNUSUAL OR CONCEALED PHYSICAL CONDITIONS: In the event CONSULTANT encounters concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered in similar work, the OWNER agrees the CONSULTANT's scope of services, times of performance, and compensation shall be equitably adjusted.

MISCELLANEOUS PROVISIONS:

- a. **Notice:** All notices, requests, demands, tenders and other communications required or permitted hereunder shall be made in writing and shall be deemed to be duly given if delivered in person or mailed certified mail, return receipt requested, to the addresses set forth. Either party hereto may change the address to which notices, requests, demands, tenders and other communications to such party shall be delivered or mailed by giving notice to the other party hereto in the manner herein provided.
- b. **Waiver:** Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on another occasion.
- c. **Amendments:** This Agreement may be amended or modified only by a writing signed by both of the parties hereto.
- d. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- e. **Governing Law:** The validity and effect of this Agreement shall be governed, construed and enforced under the laws of the State of Georgia.



- f. Entire Agreement: This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and there are no representations or understandings between the parties except as provided herein.
- g. Section Headings: Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.
- h. Time: Time shall be of the essence in this Agreement.
- i. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- j. Construction of Agreement: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.
- k. No Third-Party Beneficiary: This Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by only the parties hereto, their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, their respective successors and permitted assigns, any rights, remedies, obligations or liabilities of any nature whatsoever.



ATTACHMENT B – GMC 2022 Standard Rate and Fee Schedule

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 225.00
Vice President	\$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$ 170.00
Field Crew Supervisor	\$ 150.00
Survey Crew (two-man survey crew)	\$ 150.00
Survey Crew (three-man survey crew)	\$ 185.00
Survey Crew (four-man survey crew)	\$ 215.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.585 per mile
Travel/ Meals/ Lodging	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day