

Memo

TO: Dub Pearman, Mayor
Tracy Brady
Chuck Eichorst
Maurice Grover
Dale Reeder
FROM: Dina Rimi, Community Development Director
DATE: June 12, 2020
SUBJECT: GMC Proposal for NPDES MS4 Permit Compliance Service

Background

In the past the city has hired GMC to assist the City of Senoia with the NPDES Phase II Permit Compliance Services. Since 2016, the working relationship between the city and GMC has been beneficial.

Staff Request

The staff is requesting Mayor and Council continue this relationship and approve the proposal in the amount of \$24,600, for the 2020 NPDES MS4 Permit Compliance Service.



May 11, 2020

Goodwyn Mills Cawood

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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 Service

Dear Harold,

Goodwyn Mills and Cawood, Inc. (GMC) is pleased to present the following proposal to continue assisting the City of Senoia with NPDES Phase II MS4 Permit (Permit) compliance services for 2020. This agreement will include the annual services described in the scope below. We understand that the City desires assistance with implementation with several aspects of the NPDES Phase II MS4 Permit Stormwater Management Plan (SWMP) for the 2020 reporting period. GMC proposes to assist the City with implementation of the SWMP activities listed below. We assume that City staff will be responsible for the remainder of the NPDES Phase II MS4 Permit BMPs not addressed herein.

SCOPE OF SERVICES

Task 1: MS4 GIS Inventory: GMC 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 2019. This scope assumes that the City can provide as-builts or other electronic documentation of any new stormwater structures 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. For the purposes of Annual Reporting, GMC will provide a GIS map and summary of the MS4 inventory and the private/public detention pond inventory.

Task 2: MS4 Inspections: GMC staff will perform inspections of approximately 25% of the City's MS4 (stormwater drainage system) in compliance with the procedures outlined City's NPDES MS4 SWMP. The City must complete inspections of 100% of the structures within the City's MS4 over the remaining permit period, completing approximately 25% of the inspections in each year. The results of the inspections will be recorded in the City's GIS MS4 database, and any maintenance needs will be identified, and a list/map of the maintenance needs will be provided to City staff so that they can perform maintenance as needed.

Task 3: Dry Weather Screening: GMC will perform Dry Weather Screening in accordance with the procedure approved by EPD and included in the City's approved SWMP. 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, take the two photographs of 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. If the specific field measurements exceed or otherwise do not meet the minimum standards as established by the City's Dry Weather Screening Procedures, then the field staff will take a grab sample. A fecal coliform grab sample will be taken and brought to an accredited laboratory, if conductivity is greater than 300 $\mu\text{mho/cm}$, surfactants are present, and/or a classic sewage odor is present and detectable to the screened.



The GMC field staff will then gather all results and complete the Dry Weather Screening Forms. 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, including GIS analysis of land uses and potential sources and additional upstream water quality monitoring. This service can be performed at a pre-determined hourly rate plus laboratory, equipment rental, and mileage expenses.

Task 4: 2020 Annual Report Preparation: GMC will provide the City with a list of information/documentation needed for activities the City has performed in compliance with the NPDES Phase II MS4 Permit SWMP implementation for the previous year. Using the information compiled, GMC will prepare a draft Annual Report and provide the draft document to the City for review. If any edits are necessary from the City's review, we will make the requested revisions as per the City's input. GMC will create a submittal document to send to EPD which will include the completed Annual Report form as well as all the associated attachments/documentation in electronic format. GMC will also provide a copy of the Annual Report to the City. If the EPD provides comments on the annual report, GMC will assist the City with their response as an hourly, additional task.

Task 5: Staff Training: GMC will provide an annual training for City staff on NPDES MS4 implementation during our field work in 2020 and/or during annual report development. Our goal will be to help City staff better understand MS4 inspections, Dry Weather Screening procedures, and applicable program requirements. GMC will also work with City staff to provide guidance on compliance documentation and record keeping throughout the year.

Task 6: SWMP Compliance

GMC will provide the required updated language for the Post Construction Stormwater Runoff Management ordinance that is consistent with the requirements of the NPDES Phase II MS4 permit, MNGWPD Watershed Management Plan, and 2016 GSMM and provide our recommendations to the City for consideration. The draft revised ordinance will be provided to City staff and City Attorney for recommended edits to achieve consensus on what revisions, if any, are necessary prior to submittal for the City Council Agenda. A final draft ordinance (or text amendment) will then be submitted for consideration by City Council. GMC staff will assist the City in presenting to the City Council on the proposed ordinance amendments as an hourly, additional task.

CONSULTANT FEE

Our services will be performed for the lump sum fees listed below:

2020 NPDES Compliance: \$24,600 (Lump Sum)

Additional services, including Source Tracing, EPD coordination, 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 Attachment A. GMC will invoice the City on a monthly basis.



SCHEDULE

GMC will complete and submit the field work described above by December 31, 2020. The Annual Report will be completed and submitted to EPD by February 15, 2021. 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.

CLOSING

If this scope of work and fee proposal are acceptable, please sign and date below and forward one copy as our agreement and authorization to proceed. We appreciate your confidence in GMC, and we look forward to working with you on this project. Please contact the undersigned should you have any questions, or if you need additional information.

Sincerely,

Goodwyn Mills and Cawood, Inc.

Courtney Reich, AICP, CFM
Vice President

ACCEPTED BY

DATE



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.

RATE SCHEDULE:

GMC reserves the right to request an increase in the approved hourly rates upon the anniversary of this agreement.

<u>Position</u>	<u>2019 Rates</u>
Principal	\$250/hour
Sr. Project Manager	\$200/hour
Project Manager	\$150/hour
Sr. Planner/GISP	\$190/hour
Sr GIS Analyst/Water Resources Engineer II	\$150/hour
GIS Analyst/Environmental Specialist	\$110/hour
Environmental Field Technician	\$80/hour