

June 27, 2022

Eric Randall  
City Engineer/Acting Public Works Director  
2190 Atlanta Road  
Smyrna, GA 30080

**RE: PROPOSAL TO CONTINUE PROVIDING TECHNICAL SUPPORT  
SERVICES FOR MS4 PERMIT COMPLIANCE, CITY OF SMYRNA, GA**

Dear Eric:

Thank you for providing FOX Environmental, LLC an opportunity to assist the City of Smyrna with on-going compliance with its MS4 Phase I Permit. The purpose of this proposal is to continue supporting the City through the current fiscal year (July 1, 2022 – June 30, 2023). The following is a description of specific tasks, deliverables and associated costs of providing these technical support services to the City, as well as the terms and conditions of our agreement. The fee for these services is identical to that approved in last year's agreement.

**I. PROPOSED SCOPE OF WORK**

TASK	HOURS
1. <u>Program Planning</u> - Work with the City's Public Works Director, City Engineer and staff to evaluate current projects, schedules, prepare documentation and coordinate with EPD representatives and others, as needed, to ensure compliance with the City's MS4 Phase I Permit.	40
2. <u>Stormwater Facility Inspections and Maintenance Program</u> – Conduct field inspections of public and private/public maintained stormwater management facilities (e.g., pond and green infrastructure), and infrastructure (e.g., ditches, pipes, catch basins and inlets). Results will be included in the MS4 geodatabase (see Task 5).	100
3. <u>Dry-weather Outfall Screening Program</u> – Conduct field inspections and dry-weather screening of stormwater outfalls within the City, and assist in follow-up actions, as needed, to eliminate all identified illicit discharges, stream buffer violations, illegal dumping, etc. Results will be included in the MS4 geodatabase (see Task 5). This task includes the cost of laboratory testing of up to five suspicious discharges for fecal, fluoride and surfactants, conductivity, pH, temperature and turbidity.	40

**SCANNED**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED**

Per the City of Smyrna  
Mayor and Council  
Official Meeting Minutes

Date: \_\_\_\_\_

<b>TASK</b>	<b>HOURS</b>
4. <u>Business Education and Inspection Program</u> – Maintain current inventories and perform field inspections of high-visibility pollutant source (HVPS) businesses and industries, distribute stormwater educational material to business owners/operators; and assist in the preparation of correspondence from the City to Business Owners regarding identified code deficiencies and timetables for corrections to be made (as needed).	<b>75</b>
5. <u>Impaired Waterbodies Monitoring and Implementation Plan</u> – Plan and perform water quality monitoring of six streams per the City's Impaired Waters Plan and prepare an annual report identifying pollutants and areas of concern, identification of pollutant sources and next steps to improve watershed health. This Task includes all laboratory and field expenses.	<b>90</b>
6. <u>Geodatabase and Mapping</u> – Continue updating the City's geodatabase with respect to outfalls, ditches, catch basins, stormwater management facilities, etc. for use by City staff and reports to EPD.	<b>75</b>
7. <u>Municipal Pollution Prevention Program</u> – Perform annual inspections of high-priority municipal facilities, prepare an annual compliance report noting deficiencies, and plan and conduct annual pollution prevention training to City staff.	<b>40</b>
8. <u>SWPPP for Smyrna Recycling Center</u> – Maintain current Stormwater Pollution Prevention Plans for the Smyrna Recycling Center and Public Works facility. Conduct quarterly and annual inspections, maintain records and prepare the required NOIs and annual reports to EPD.	<b>50</b>
9. <u>MS4 Phase I Annual Report</u> – Coordinate, compile data and prepare the MS4 Annual Report for submittal to EPD in June of each year. Revise and resubmit report, as needed, to ensure approval by EPD.	<b>50</b>
<b>TOTAL</b>	<b>560 Hours</b>

*\* Note the proposed hourly estimates above may be adjusted across tasks depending upon expressed need by the Public Works Director or City Engineer based upon need and/or new EPD requirements.*

## II. CONTRACT RATES FOR PROPOSED SERVICES

POSITION	FEE
Principal/Senior Environmental Scientist	\$115/hr.
GIS Analyst/Field Biologist/Watershed Specialist	\$85/hr.

## III. COST ESTIMATE

TASK	COST
<b>TOTAL COST ESTIMATE</b>	<b>Not to Exceed \$64,400*</b>

\* *Assumptions: If the effort required completing the above tasks is greater than 560 hours (450 hrs. Principal and 163 GIS/Biologist/Specialist), additional work will be billed at the specified contract rates. No additional work will be completed without prior approval from the Public Works Director or City Engineer.*

Should the City be satisfied with the satisfied with the technical support provided by FOX, this contract will be automatically renewed on an annual basis for a period of five years with no increase in hourly rates or total fee estimate provided similar tasks are performed.

Thank you for the opportunity to provide these services to you. If you have any questions or require any additional information regarding this cost estimate, please call me at your convenience. You may indicate your acceptance of this proposal by signing the authorization section below and returning this letter to me (or issuance of a Purchase Order). FOX Environmental, LLC is prepared to initiate these services immediately upon receipt of the following notice to proceed.

Sincerely,



Catherine A. Fox, Principal  
**FOX Environmental, LLC**

### III. AUTHORIZATION

**TO PROVIDE TECHNICAL SUPPORT SERVICES FOR MS4 PERMIT COMPLIANCE,  
CITY OF SMYRNA, GA**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Heather K. Peacon-Corn, City Clerk



## TERMS & CONDITIONS

FOX Environmental, LLC shall perform the services outlined in this agreement for the stated fee arrangement.

Billings/Payment: Invoices for FOX Environmental's services shall be submitted, at FOX Environmental's option, either upon completion of such services or on a monthly basis (unless noted otherwise and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, FOX Environmental may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of FOX Environmental. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including attorney's fees.

Additional Services: Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at FOX Environmental's cost incurred or normal prevailing rate. FOX Environmental will only perform additional services when authorized in writing by the Owner.

Reimbursable Expenses: Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.2 times the cost incurred.

Indemnification: The Owner shall indemnify and hold harmless FOX Environmental, LLC and all of its personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the Owner, anyone directly employed by the Owner (except FOX Environmental), or anyone for whose acts any of them may be liable. FOX Environmental shall indemnify and hold harmless Owner and all of Owner's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of FOX Environmental, anyone directly employed by FOX Environmental, or anyone for whose acts any of them may be liable.

Termination of Services: This agreement may be terminated by written notice by either the Client or FOX Environmental, LLC should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay FOX Environmental, LLC for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents: All documents produced by FOX Environmental, LLC under this agreement shall remain the property of FOX Environmental and may not be used by the Client for any other endeavor without the written consent of FOX Environmental. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to FOX Environmental, LLC. Client further agrees that documents produced by FOX Environmental pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without FOX Environmental's written approval.

Client Initial \_\_\_\_\_

FOX Environmental, LLC Initial CF