

April 24, 2020

Kevin S. Moore, City Engineer
2190 Atlanta Road
Smyrna, GA 30080

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

Dear Kevin:

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, 2019 – June 30, 2020). 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. As indicated below, the fee for these services is reduced based on utilization of resources from the previous contract.

I. PROPOSED SCOPE OF WORK

TASK	HOURS
<p>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.</p>	40
<p>2. <u>Stormwater Facility Inspections and Maintenance Program</u> – Finalize stormwater management facilities (e.g. pond and green infrastructure), conduct field inspections of 20% of all stormwater facilities (e.g., ponds) and ditches, and assist in preparation of correspondence to owners of private stormwater management facilities requesting maintenance.</p>	50
<p>3. <u>Dry-weather Outfall Screening Program</u> - Conduct stream walks and dry-weather screening of 20% of current inventory of stormwater outfalls and streams within the City, and assist in follow-up actions, as needed, to eliminate all identified illicit discharges, stream buffer violations, illegal dumping, etc. This task includes the cost of laboratory testing of up to five suspicious discharges for fecal, fluoride and surfactants, conductivity, pH, temperature and turbidity.</p>	60

TASK	HOURS
3. <u>Business Education and Inspection Program</u> – Work with the City to update inventories and perform inspections of high-visibility pollutant source (HVPS) businesses and industries, distribution of stormwater educational material to business owners; and assistance in preparation of correspondence from the City to Business Owners regarding identified code deficiencies and timetables for corrections to be made.	60
4. <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.	100
5. <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.	80
6. <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.	40
7. <u>SWPPP for Smyrna Recycling Center</u> – Prepare a Stormwater Pollution Prevention Plan for the Smyrna Recycling Center and train staff on implementation including record-keeping and reporting.	40
8. <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.	60
9. <u>MS4 Stormwater Management Plan</u> - Revise and resubmit the MS4 Stormwater Management Plan based on anticipated comments from EPD. Provide additional services such as stormwater management program policy development, ordinance updates, green infrastructure planning and other activities as needed.	30
TOTAL	560 Hours

** 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.
Senior Engineer P.E.	\$135/hr.
GIS Analyst/Field Biologist/Watershed Specialist	\$85/hr.

III. COST ESTIMATE

TASK	COST
TOTAL COST ESTIMATE	Not to Exceed \$64,400*

* 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 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: _____

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