



Goodwyn Mills and Cawood

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January 29, 2020

Tina Garver
Director of Community Development
City of Powder Springs
4488 Pineview Drive
Powder Springs, GA 30127

Re: GIS Database Development for Stormwater

Dear Tina,

Thank you for providing Goodwyn Mills and Cawood (GMC) the opportunity to assist the City of Powder Springs with developing a GIS solution to assist the City with data collection, maintenance, and reporting in conjunction with NPDES stormwater requirements. Based on our meeting and other discussions you have had with GMC staff, we understand that the City of Powder Springs is interested in having the ability to edit and maintain stormwater GIS datasets in a user-friendly manner without purchasing and maintaining additional licenses. The desired result is development of a GIS database that will assist with daily functions of stormwater staff by providing access to data on tablets and other mobile devices in an easy to use format.

The purpose of this letter is to present our scope of work for developing a comprehensive stormwater GIS database in a cost-effective manner that is consistent with the immediate stormwater compliance needs of the City. The tasks herein define our approach, which includes the database development, training, and support.

We appreciate your confidence in GMC, and we look forward to successfully working on this project. Please contact the undersigned should you have any questions, or if you need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ed DiTommaso', is written over the word 'Sincerely,'.

Goodwyn Mills & Cawood

Ed DiTommaso, AICP, GISP

SCOPE OF SERVICES

Task 1 – Database Review, Update, and Development

The purpose of the stormwater scope of services provided here in is to assist the City of Powder Springs with developing a more efficient way to address inspections, maintenance, and other map related tasks associated with the City's NPDES stormwater permit. This approach will assist with the routine maintenance of infrastructure condition assessments, inspections, and will provide the City with a valuable tool for general data analysis. For example, staff will have the ability to utilize the GIS data to facilitate the completion of system maintenance tasks, structural inspections, and updating the locations of features in the field. Stormwater staff will also be able to view line sizes, structure locations, and other condition related attributes from computers, phones, and tablets.

To accomplish this, GMC proposes to review and update the current stormwater database for the City of Powder Springs. This will include updating and incorporating existing GIS datasets such as; stormwater features (catch basins), outfalls, pipes, and ditches. In developing this database, GMC will work with City staff to get the most recent data to ensure changes or updates are captured in the database. GMC will review the field structure of the existing GIS data and make recommendations for other attributes the City could include as part of the stormwater data schema. GMC typically proposes a stormwater database structure that includes both physical and condition attributes of each feature type. The physical attributes include items such as structure type, pipe size, material, etc. These attributes are less subject to change, while the condition attributes are dynamic, change routinely, and should meet NPDES inspection requirements. These include attributes such as the presence of sediment, erosion, water quality conditions, debris build up, maintenance needed, etc.

GMC will develop a table that compares the City's existing field structure with a proposed field structure for the new database. The table will also identify fields where data collection can be standardized through the use of dropdown menus. Establishing drop down menus within the database has multiple benefits for the end user. It streamlines the collection of data, it eliminates the need to type which reduces errors, and improves querying and other data analysis functions. GMC will meet with the City to review the proposed data schema. At this meeting, the City will have the opportunity to have additional fields included in the database, add more dropdown options, and to address any other issues before the database is built.

It is our understanding that the City's existing stormwater data is currently in a shapefile format. GMC will convert this data into a geodatabase format to assist with data standardization. The current shapefile format has limitations as does not allow for drop down menus or pictures to be associated with features collected in the field. GMC will develop relationship classes to track inspections over time. This is a relational database feature that will allow the City to associate multiple inspection records to a single feature on the map. GMC will also create an inspection zone GIS layer to be included in the database. GMC will break the City up into 5 zones to facilitate stormwater inspections. Once finalized, GMC will meet with City staff to review the database.

Task 2 – Training

GMC will assist the City with publishing the database to the City's ArcGIS Online Organizational account and will assist with the map setup and field deployment on the City' tablets and other mobile devices (as provided by the City).

GMC staff will lead a half day, 4-hour training session for any staff wishing to learn how to use the application. This training session will include hands on experience, field work and training material that staff can reference in the future. GMC can provide additional training as needed or address more specific questions about the functionality and additional options.

Task 3 – Technical Support

GMC will be available for technical support as staff begin using the stormwater database and mobile applications. GMC will also be available to provide on-call services to the City of Powder Springs. This includes but is not limited to the production/reproduction of maps, map books, general data updates (i.e. new developments), updates to the database, creation of new GIS data, etc. GMC will work as an extension of staff and will provide the City all the resources needed to keep the data up-to-date and usable.

FEE

GMC proposes to complete Tasks 1 & 2 for a lump sum budget of \$9,300. Task 3 can be completed on an as needed basis upon request by the City at the rates listed in Appendix A of this contract.

The proposed cost assumes that GIS geodatabase will be hosted by the City of Powder Springs.

AUTHORIZATION

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

City of Powder Springs

Goodwyn Mills and Cawood

Tina Garver



Courtney Reich, AICP, CFM
VP, Market Leader

ATTACHMENT A – TERMS AND CONDITIONS

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.

2020 RATE SCHEDULE

Position	Rate
Principals	\$250/hour
Senior Vice President	\$200/hour
Senior Professional Engineer/Planner/Scientist	\$190/hour
Professional Engineer/Planner/Scientist	\$175/hour
Project Manager/ Water Resources Engineer	\$150/hour
Senior Project Engineer/Planner/Scientist	\$135/hour
Project Engineer/Planner/Scientist	\$120/hour
Senior Environmental Specialist/GIS Analyst	\$110/hour
Environmental Specialist/GIS Analyst	\$100/hour
Senior Field Technician	\$95/hour
Field Technician	\$90/hour