



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: November 7, 2013

FROM: John McDonough, City Manager

AGENDA ITEM: Approval for the City Manager to Execute a Contract with the Georgia Department of Natural Resources Environmental Protection Division for the 319(h) Grant for the Marsh Creek Headwaters Best Management Practices (BMP) Project (Capital Improvement CC007)

MEETING DATE: For Submission onto the November 12, 2013, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Contract
Resolution

APPROVAL BY CITY MANAGER: JRM APPROVED

PLACED ON AGENDA FOR: 11/12/2013

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:



TO: John McDonough, City Manager

FROM: Garrin M. Coleman, P.E., Public Works Director

DATE: October 31, 2013, for Submission onto the Agenda of the November 12, 2013, City Council Meeting Under New Business

ITEM: Motion that the Mayor and City Council Authorize the City Manager to Execute a Contract with Georgia Department of Natural Resources Environmental Protection Division for the 319(h) Grant for the Marsh Creek Headwaters Best Management Practices (BMP) Project (Capital Improvement CC007)

Public Works Department's Recommendation:

Public Works staff recommends that the Mayor and City Council authorize the City Manager to execute a contract with Georgia Department of Natural Resources (DNR) Environmental Protection Division for the 319(h) Grant for the Marsh Creek Headwaters Best Management Practice (BMP) Project (CIP CC007), pending legal and finance staff approval.

Background:

The Marsh Creek Headwater Best Management Practice (BMP) Project will accept and treat stormwater runoff from a highly urbanized watershed with the purpose of mitigating fecal coliform pollutant levels from contributing sources and improving water quality in the receiving water bodies. This project is part of a larger effort to re-develop the upstream watershed as part of the Sandy Springs City Center Redevelopment initiative. The contributing watershed to the project location is 74% impervious surface, an extremely urbanized area. New buildings, parks, and greenspace are planned in the upstream watershed, thereby reducing the impervious footprint. The area adjacent to the BMP will be a preserve that allows visitors to learn about water quality and treatment of stormwater through interpretive educational signs describing this facility.

In October 2012 the City of Sandy Springs Public Works Stormwater Unit applied for a 319(h) FY 2013 Nonpoint Source Implementation Grant for this project. In April 2013, the City was notified that our project was awarded a grant in the amount of \$387,747.00. The City of Sandy Springs is required to provide matching funds for the project in the amount of \$437,247.00.

Discussion:

The grant is made possible through the Federal Water Pollution Control Act (Clean Water Act.) The City is required to complete the project activities by September 30, 2015 and must provide an in kind match in the amount of \$437,247 or 53% of the overall project cost, whichever is less. The grant is reimbursable in nature and also requires a quarterly reporting of project progress and financial reporting to DNR. The grant also contains "Fair Share" percentage goal of 13.7%

PUBLIC WORKS

for Minority Owned Business Enterprise (MBE) as well as a 7% Women Owned Business Enterprise (WBE).

Alternatives:

Not accepting the grant and funding the project completely out of City funds.

Financial Impact:

By accepting the grant, the City agrees to funding \$437,247 or 53% of the overall project cost, whichever is less. There are sufficient funds in capital project CC007 to cover the City's match requirement for the grant.

Attachments:

- I. Contract
- II. Resolution

CONTRACT
WITH
CITY OF SANDY SPRINGS
FOR
MARSH CREEK HEADWATERS BMP PROJECT

SECTION 319(h) FY13 GRANT - ELEMENT 12

STATE OF GEORGIA

COUNTY OF FULTON

THIS CONTRACT is made and entered into as of this ____ day of _____, 2013, by and between the Environmental Protection Division of the Department of Natural Resources, State of Georgia (hereinafter called the "Division") and the City of Sandy Springs (hereinafter called the "Contractor"), whose address is 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350. The persons executing this Contract on behalf of the Contractor have authority to bind the Contractor to the terms of this Contract. The Director of the Division is authorized by law to execute this Contract.

WITNESSETH:

WHEREAS, the Division is acting pursuant to the Georgia Water Quality Control Act, O.C.G.A. §§12-2-4, 12-2-6, and 12-2-7, and;

WHEREAS, the Division desires to engage the Contractor to render certain technical services hereafter described in connection with an undertaking (hereinafter referred to as the "Project") which is expected to be partially financed under Section 319(h) of the Federal Water Pollution Control Act Amendments of 1987.

NOW, THEREFORE, for and in consideration of the valuable and mutual benefits

flowing to each party as hereinafter appear below, the parties mutually agree as follows:

1. Employment of Contractor. The Division hereby agrees to engage the Contractor and the Contractor hereby agrees to provide the services hereafter set forth in connection with the Project of the Division under the Environmental Protection Agency Grant.

2. Scope of Service. The Contractor shall perform in a satisfactory and proper manner, as determined by the Division, the scope of services identified in Appendix A, hereby made a part of this Contract by reference.

3. Data to be Furnished to the Contractor. All information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the Division, and the Division shall cooperate with the Contractor in every way possible in carrying out the work.

4. Personnel.

(a) The Contractor represents that it has, or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of the Division or any State Agency.

(b) All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this Contract shall be subcontracted without the prior approval of the Contract Administrator.

5. Time of Performance. The services of the Contractor are to commence as soon as practicable after the effective date of this agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract, but in any event all the services hereunder shall be completed by September 30, 2015.

6. Compensation. The Division agrees to pay the Contractor a sum not to exceed three hundred eighty-seven thousand, seven hundred forty-seven (\$387,747.00) dollars total.

7. In-kind Match. The Contractor will contribute a minimum of four hundred thirty-seven thousand, two hundred forty-seven (\$437,247.00) dollars or the equivalent of 53% of the total project cost, whichever is less, in services or cash contributions toward the performance of services described in Appendix A to this contract.

8. Maintenance of Records and Quarterly Reports. The Contractor agrees to be responsible for directing and accounting for the participating parties contributions. The Contractor shall record costs incurred in performing the services described in Appendix A to this contract and shall record all in-kind services for submission to the Division. The Contractor shall submit at a minimum of quarterly a request for payment and an accounting of costs and matching funds to the Contract Administrator, which will consist of canceled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents, etc.

9. Method of Payment. The Division will pay to the Contractor the amount set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services herein. Such sum will be paid in the manner set forth in Appendix B, hereby made a part of this Contract by reference, subject to receipt of an invoice from the Contractor and a brief progress report specifying that it has performed the work under this Contract in conformance with the Contract and that it is entitled to receive the amount requisitioned under the terms of the Contract.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$387,747.00 dollars for all the services required herein.

10. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Division shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,

photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Division, become the property of the Division and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the Contract by the Contractor, and the Division may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the Division from the Contractor is determined.

11. Termination for Convenience of Either Party. Either party may terminate this Contract at any time for good reason by giving written notice to the other party of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, and other materials as described in Paragraph 10 above shall, at the option of the Division, become its property. If this Contract is terminated by either party as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than 69 percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed, in addition to the above payment for that portion of the actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 10 hereof relative to termination shall apply.

12. Changes. The Division may, from time to time, require changes including any increases or decreases in the amount of Contractor's compensation, which are mutually agreed upon by and between the Division and the Contractor, and shall be incorporated in written amendments to this Contract.

13. Assignability. The Contractor shall not assign any interest in this Contract, and shall not

transfer any interest in the same, whether by assignment or novation, without the prior written consent of the Contract Administrator.

14. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under the Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed or contracted with.

15. Identification of Documents and Projects. All construction or demonstration projects, reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the Division shall give the Contractor recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block) containing the name of the Division:

“The preparation of this report, map, document, project, etc., was financed in part through a grant from the U.S. Environmental Protection Agency under the Provisions of Section 319(h) of the Federal Water Pollution Control Act, as amended.”

Together with the month and year, the document was prepared and credit being given to the Environmental Protection Division of the Department of Natural Resources, State of Georgia.

16. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

17. General Conditions. All covenants, agreements and stipulations in Part 31 Appendix A of Subchapter B, Title 40, Code of Federal Regulations, are incorporated herein by reference. The parties acknowledge those general grant conditions and intend that all those covenants, agreements, and stipulations between the U.S. Environmental Protection Agency and the Division are applicable to and enforceable against the Contractor. Allowable costs will be determined in accordance with the cost principles in OMB Circular A-87.

18. Applicable Law. The parties agree that this agreement and all rights, privileges and

responsibilities shall be interpreted and construed according to the laws of the State of Georgia.

19. The failure of the Division at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Division thereafter to enforce that same provision or any part of the Contract, nor shall the failure of the Division to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.

20. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Contract.

21. If the Contractor is a nonprofit contractor as defined in O.C.G.A. Section 50-20-2, then the Contractor agrees to comply with the provisions of O.C.G.A. Sections 50-20-1 through 50-20-8, and in particular, the requirements of O.C.G.A. Section 50-20-3, and with such further instructions as the State of Georgia may subsequently require in the implementation of said provisions.

22. In carrying out its obligations under this Contract, the Contractor is acting as an independent contractor and is responsible for full performance in accordance with the Contract terms and conditions.

23. The parties to this Agreement certify that the provisions of law prohibiting full and part-time appointive officials and employees of the State from engaging in certain transactions affecting the State contained in O.C.G.A. Sections 45-10-20 through 45-10-28 have not and will not be violated in any respect in regard to this Agreement.

24. The Contract represents the sole and complete understanding of the terms of this agreement between the parties hereto and may be amended, changed or modified only by a written document signed by the parties hereto.

25. This contract is being funded with a grant from the U.S. Environmental Protection

Agency (USEPA). It is the policy of the USEPA to ensure to the fullest extent possible that at least a negotiated "Fair Share" percentage of federal funds awarded to prime and subcontractors in support of USEPA programs be made available to Disadvantaged Business Enterprises (DBE).

The Contractor agrees to ensure to the fullest extent possible that at least 13.7% Minority Business Enterprise (MBE) and 7% Women Business Enterprises (WBE) of federal funds for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black college and universities.

The Contractor agrees to include in its bid documents this 13.7% and 7% "Fair Share" percentage.

To evaluate compliance with the "Fair Share" policy, the Contractor agrees to comply with the following six affirmative steps as appropriate:

- 1) Including qualified minority and women's businesses on solicitation lists;
- 2) Assuring that minority and women's businesses are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority and women's businesses;
- 4) Establishing delivery schedules, where the requirements of the work permit, which will encourage the participation by minority and women's businesses;
- 5) Using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
- 6) Requiring each party to a subagreement to take the affirmative steps outlined in paragraphs 1 through 6 of this section.

The documentation of the six steps must be detailed in order to allow for satisfactory review and should document the efforts of solicitation taken such as; the name and address of MBE's/WBE's solicited, if advertised in newspaper show proof and indicate name of paper.

The Contractor is required to submit reports of total contract expenditures to the Division, which includes a separate total for MBE/WBE utilization. This information should be mailed to the

following address:

Mary Gazaway, Contract Administrator
NonPoint Source Program
Georgia Environmental Protection Division
4220 International Parkway, Suite 101
Atlanta, Georgia 30354

26. Drug Free Workplace.

(a). If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, or marijuana during the performance of this contract.

(b). If the Contractor is an entity other than an individual, it hereby certifies that: 1. A drug-free workplace will be provided for the Contractor's employees during the performance of this; and 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (contractor's name, subcontractor's name) certifies to the contractor that a drug-free workplace will be provided to the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3".

IN WITNESS WHEREOF, the parties have hereunto, and to a duplicate hereof of like tenor and effect, acting by and through their duly authorized officers or agents, set their hands the day and year first above written.

ENVIRONMENTAL PROTECTION DIVISION

THE CITY OF SANDY SPRINGS

BY: _____
Judson H. Turner
Director

BY: _____
Name
Title

Notary Public

APPENDIX A SCOPE OF SERVICES

ELEMENT 12 FY13 Section 319(h) Grant

1. Project Title: Marsh Creek Headwaters BMP Project

2. Lead Organization:

Name:	City of Sandy Springs
Address:	7840 Roswell Road
Address2:	Building 500
City, GA Zip:	Sandy Springs, GA 30350
Phone:	770-730-5600
Fax:	770-206-2578

Primary Contact:

Name:	Garrin M. Coleman, P.E.
Title:	Director of Public Works
Organization:	City of Sandy Springs
Address:	7840 Roswell Road
Address2:	Building 500
City, GA Zip:	Sandy Springs, GA 30350
Phone:	770-206-2017
Fax:	770-206-2578
E-mail:	gcoleman@sandyspringsga.gov

Project Start Date: October 1, 2013
Project End Date: September 30, 2015

Federal Amount: \$ 387,747.00 (47%)
Match Amount: \$ 437,247.00 (53%)
Total Project Amount: \$ 824,994.00

3. Project Goals:

This project was identified in the City of Sandy Springs Fecal Coliform Watershed Improvement Plan as the highest-ranking new project. Please see a CD copy (Attachment A) of the plan for more information. The goal of the Marsh Creek Headwaters BMP Project is to accept and treat stormwater runoff from a highly urbanized watershed with the purpose of mitigating fecal coliform pollutant levels from contributing sources and improving water quality in the receiving water bodies.

4. Project Background:

The City of Sandy Springs (City) recently developed a Watershed Improvement Program in order to improve streams listed as not supporting or partially supporting their water quality standards under Georgia's 305(b)/303(d) List of Waters, as well as to address overall watershed conditions. A four-mile segment of Marsh Creek (Headwaters to Chattahoochee River) is currently listed as Not Supporting due to violations of the State's water quality standards for

fecal coliform, with urban runoff and urban effects as the source of impairment. A Total Maximum Daily Load (TMDL) established in 2008 requires a 60% reduction in bacteria loadings entering the impaired Marsh Creek segment. Water quality sampling by GAEPD and Fulton County at the Brandon Mill Road crossing of Marsh Creek has provided fecal coliform data during the time period of 1993-2011. A TMDL Implementation Plan written for the impaired segment in 2004 includes a land cover chart and visual field survey with maps and photographs.

The City of Sandy Springs Fecal Coliform Watershed Improvement Plan is one of three (3) separate Watershed Improvement Plans (WIPs) developed in 2009-2010 that created detailed models and evaluation tools to prioritize watershed improvement projects. The WIPs follow the USEPA Nine Elements of Watershed Planning including identifying sources, measures to control sources and benefits of such measures. The Marsh Creek Headwaters BMP Project will be part of a larger effort to re-develop the upstream watershed as part of the Sandy Springs City Center Redevelopment initiative. The contributing watershed to the project location is 74% impervious surface, an extremely urbanized area. New buildings, parks, trees, and greenspace are planned in the upstream watershed, thereby reducing the impervious footprint. Although an exact estimate of the reduction in impervious area is not available at this time, all re-development options include less impervious area and more greenspace than current conditions. Please see Figure 1. below and Attachment B for more details about the City Center Master Plan process, which is currently underway.



Figure 1. Sandy Springs City Center Master Plan - Greenspace Additions

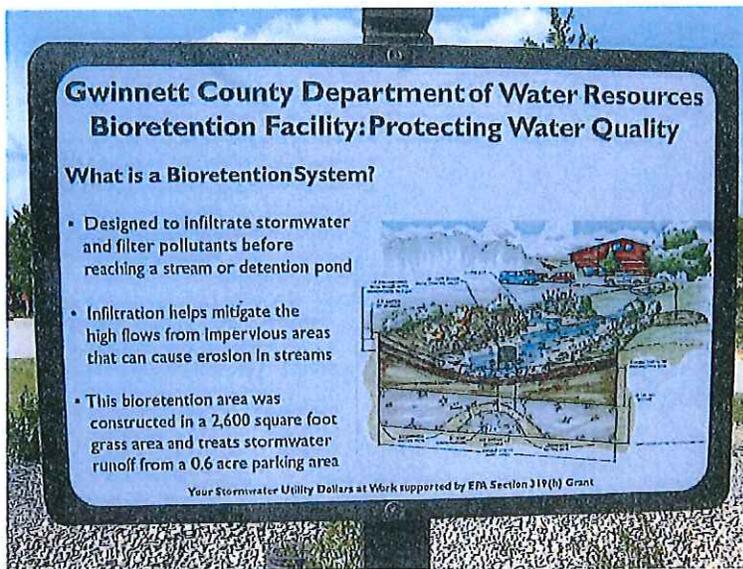
Source: Draft Master Plan Concepts, City of Sandy Springs Presentation September 19, 2012

The Marsh Creek Headwaters BMP was identified in the Fecal Coliform WIP as project 17 00880002007-BMP-1. This proposed wet pond is the highest scoring new best management practice (BMP) in the Fecal Coliform WIP Study Area based on the benefit/cost analysis. The original project has been modified to include bio-retention areas and a preserve (Figure 2) with educational features (see example educational sign that will be modified for the Sandy Springs bio-retention area).



Construction of the Marsh Creek Headwaters BMP Project will include oversight by both the City of Sandy Springs and a representative from the Project/Construction Manager to ensure the accuracy and quality of construction in adherence to the technical specifications documents and construction notes located within the "Issued for Bid" plan set. Project components do not serve to meet any requirements of the City of Sandy Springs NPDES MS4 stormwater permit, and will not be reported in any future permit compliance reports. Design and construction components, water quality monitoring, and educational / outreach activities as described in this project are in addition to or extend "above and beyond" current requirements of MS4 or other NPDES permits, and will not be reported as best management practices compliant with or fulfilling specific permit commitments. Long term assessments and maintenance requirements for this BMP will be per the requirements of the City's Phase II MS4 permit. Longer term monitoring of this BMP's effectiveness will be considered in the development of the City's Monitoring and Implementation Plan for its MS4 Permit, which is scheduled to be completed in 2015.

The bio-retention area will be constructed to divert and infiltrate the first flush of stormwater. Bio-retention will be designed based on anticipated infiltration rates derived from testing of native soils and from proposed engineered soil mediums. The proposed area for the bio-retention cell is approximately 15,000 SF (0.34 acres).



A wet pond will be constructed to further enhance water quality and reduce hydrologic impacts of urban runoff. The footprint of the wet pond is shown in Figure 2, and has an assumed highest ponding elevation of 1,052 with an estimated total storage volume of 388,253 cubic feet. The first 111,184 cubic feet is devoted to wet storage in order to meet the water quality treatment requirements. The remaining volume is dry storage for the channel protection (1-year) and larger storm events. Detailed design specifications will also incorporate bio-retention

area volumes as well as a fountain to provide aeration, which will help decrease bacteria levels.

Benefits

During the development of the Fecal Coliform WIP, a planning level water quality model was developed for the study area that estimated the average annual load and yield at the outlet of the proposed wet pond. This load represents wash-off from the upstream watershed. Removal efficiencies for fecal coliform, total nitrogen, total phosphorus and total suspended solids (TSS) were also developed based on the Georgia Stormwater Management Manual. Additional water quality benefits will be realized with the bio-retention areas. The project will provide channel protection benefits to the downstream reach of stream as well, resulting in reduced erosion and sediment loading into the receiving stream.

Estimated Cost

Based on preliminary engineering estimates, the Marsh Creek Headwaters BMP Project will cost approximately \$824,994. The City of Sandy Springs proposes to match 53% of the Section 319(h) grant funds requested to reimburse this cost. Further details are provided in Table 1.

Table 1. Marsh Creek Headwater BMP - Estimated Costs	
Item	Estimated Cost
Monitoring (pre and post construction)	\$ 12,000
Construction Bid and Award	\$ 5,000
Construction (BMP, bioretention and educational preserve)	\$765,294
Construction Administration	\$ 42,700
Total	\$824,994

5. Project Activities:

The following activities detail the actions that will be taken in order to achieve the project goals, the methods of implementation for each activity, and the measures of success that will be used to assess the effectiveness of each activity. The City plans to complete the site survey, engineering design and permitting prior to the implementation of the following activities.

Project Activity: *Select Project / Construction Management*

Task #1: Select a design engineer using the City of Sandy Springs procurement process to manage project construction.

Deliverables:

Executed contract with Design/Construction Manager

Measures of Success:

Project managed successfully within timeframe and budget limits

Project Activity: *Construction Bid and Award*

As indicated previously, the design and permitting will be accomplished by the City prior to the start of this activity.

Task #2: Advertise the "Issued for Bid" plan set according to the City of Sandy Springs procurement process.

Deliverables:

Advertisement of bid notice

Measures of Success:

Bids submitted from quality contractors in response to notice

Task #3: Award the project based on selection criteria developed by the City of Sandy Springs.

Deliverables:

Award notification and fully executed contract

Measures of Success:

Procurement of a qualified contractor contractually obligated to complete the project on time and within budget.

Project Activity: *Installation of bio-retention in accordance with technical specifications and construction notes located in the plan set.*

Task #4: Install the bio-retention portion of the BMP in the areas designated on the plans and as designed based on the native soil infiltration test rates and the engineered soil components specified.

Deliverables:

Bio-retention area comprised of engineered soil components and native soils.

Measures of Success:

Diversion, storage and infiltration of first flush of stormwater.

Task #5: Plant native vegetation in bio-retention area.

Deliverables:

Install native vegetation selected and identified on the construction plans for the stabilization and proper function of the bio-retention area. Vegetation may include river birch, chokeberry, wax myrtle, Indian grass, rudbeckia, verbena among others.

Measures of Success:

Stabilize the soil, uptake stormwater, provide habitat, and enhance wet pond site aesthetics

Project Activity: *Installation of wet pond and fountain system in accordance with technical specifications and construction notes located in the plan set.*

Task #6: Construct wet pond footprint assuming highest ponding elevation of 1,052 and an estimated total storage volume of 388,000 cubic feet.

Deliverables:

Wet storage in order to meet the water quality treatment requirements and dry storage for channel protection (1-year) and larger storm events

Measures of Success:

Based on the upstream drainage area of 35.6 acres and the cumulative impervious cover of just over 74%, provide estimated water quality and channel protection volumes of 111,000 and 318,000 cubic feet, respectively (ARC et al., 2001).

Task #7: Provide a functioning fountain for improved water quality.

Deliverables:

Provide aeration and decrease bacteria levels.

Measures of Success:

Water quality monitoring data showing trends in improvement

Project Activity: *Pre and Post-Construction Monitoring*

Task #8: Develop a Quality Assurance / Quality Control (QA / QC) Monitoring Plan that describes the sampling site locations, collection schedule and frequency, and analysis protocol, and submit to GAEPD prior to sample collection.

Deliverables:

A QA/QC Monitoring Plan that includes provisions as summarized in Section 10 Monitoring Purpose, Type, Pollutants and Design.

Measures of Success:

Comply with QA / QC Monitoring Plan to monitor pre- and post-construction water quality upstream and downstream of BMP location.

Task #9: Compile pre- and post-construction water quality data for total suspended solids (TSS) and fecal coliform to demonstrate baseline conditions and trends in removal efficiencies.

Deliverables:

A Water Quality Monitoring Report documenting all sampling events and resulting data.

Measures of Success:

A 20% reduction in fecal coliform bacteria and TSS.

Task #10: Conduct visual inspections, hydrology calculations, and evaluations of downstream stream channel stability for smaller storm events.

Deliverables:

Improved stormwater control based on channel protection volume provided, resulting in greater downstream stream stability and improved water quality.

Measures of Success:

Reduced downstream erosion resulting from the control of the 1-year storm runoff volume and a 20% improvement in hydrology as measured by the urban/rural ratio of stormwater discharge for up to a 10-year storm frequency.

Project Activity: Education and Outreach

Task #11: Provide outreach program for the community

Deliverables:

Neighbor meetings; City of Sandy Springs website updates on the project; project updates in monthly E-Newsletter to residents (circulation approximately 8,000); article in quarterly newsletter, Sandy Springs Times (circulation 25,000+), mailed to all City of Sandy Springs residents; ribbon-cutting ceremony

Measure of Success:

Informed community evidenced by estimated by an estimated 30+ in attendance at ribbon cutting ceremony

Task #12: Install educational features

Deliverables:

Develop educational signs for the preserve adjacent to the BMP

Measure of Success:

Two educational signs in the preserve describing the treatment of stormwater using bioretention for improved water quality

Project Activity: Reduction of Impervious Area

Task #13: Reduce impervious surface area

Deliverables:

Demolish homes on two City-owned properties adjacent to the BMP and reduce impervious surface area

Measure of Success:

Area designated as a preserve

Project Activity: Quarterly Invoices and Progress Reports and Final Close-Out Report

Task #14: Submit Quarterly Invoices and Progress Reports to GAEPD by January 15th, April 15th, July 15th, and October 15th of each project year.

Deliverables:

Quarterly Reports prepared on template provided by GAEPD tracking progress of project tasks in accordance with Implementation & Drawdown Schedule.

Measures of Success:

Quarterly Reports and Invoices with supporting documents and deliverables that demonstrate adequate progress in implementing project tasks according to Budget allocations.

Task #15: Submit Final Close-Out Report at conclusion of project.

Deliverables:

Final Close-Out Report prepared on template provided by GAEPD summarizing activities completed, deliverables submitted, and final outcome of project.

Measures of Success:

Completion of all contracted activities and tasks, reimbursement of all federal allocations, and contribution of all committed match values.

6. Roles and Responsibilities of Partnering Organizations:

Organization Name	Specific Responsibilities
City of Sandy Springs	<ul style="list-style-type: none"> • Execute grant contract with GAEPD • Provide 53% of total project costs in matching funds or in-kind services • Request payments from GAEPD on a quarterly basis • Pay funds to appropriate contractor(s) and vendor(s) and request reimbursements from GAEPD • Track all grant funds expended and all match values provided in accordance with the implementation schedule • Track all project activities in accordance with the implementation schedule • Complete and submit quarterly progress reports and invoices to GAEPD by January 15th, April 15th, July 15th, and October 15th of each project year • Complete and submit final close-out report at conclusion of project
GAEPD	<ul style="list-style-type: none"> • Provide 47% of total project costs • Review and approve project deliverables • Participate in meetings, as appropriate • Review and assist as needed with 319(h) Grant protocols • Provide project oversight and contract management • Provide monitoring guidance and training

7. Project Location:

a) Project Area Description and Map:

The project site is located in the headwaters of Marsh Creek, 1.3 miles upstream from the confluence of an unnamed tributary and Marsh Creek (Fig. 3). The watershed is highly urbanized with a cumulative impervious cover of just over 74%, and characterized by older development within the City of Sandy Springs, a municipality located in north metro Atlanta just outside Interstate 285. The upstream drainage area to the project is 35.6 acres, while the project area is immediately downstream of the new City Center, an urban redevelopment area targeted for more greenspace and parks, thereby reducing the impervious footprint of the watershed.

b) Watershed(s) or Project Area Size (Acres):

Watershed size: 35.6 acres
 BMP footprint: 1.38 acres

c) County or Counties: Fulton County

d) List the Following for the Watershed(s) or Project Area:

Stream Miles: N/A Lake Acreage: 1.04 Wetland Acreage: N/A
 Bio-retention Acreage: 0.34

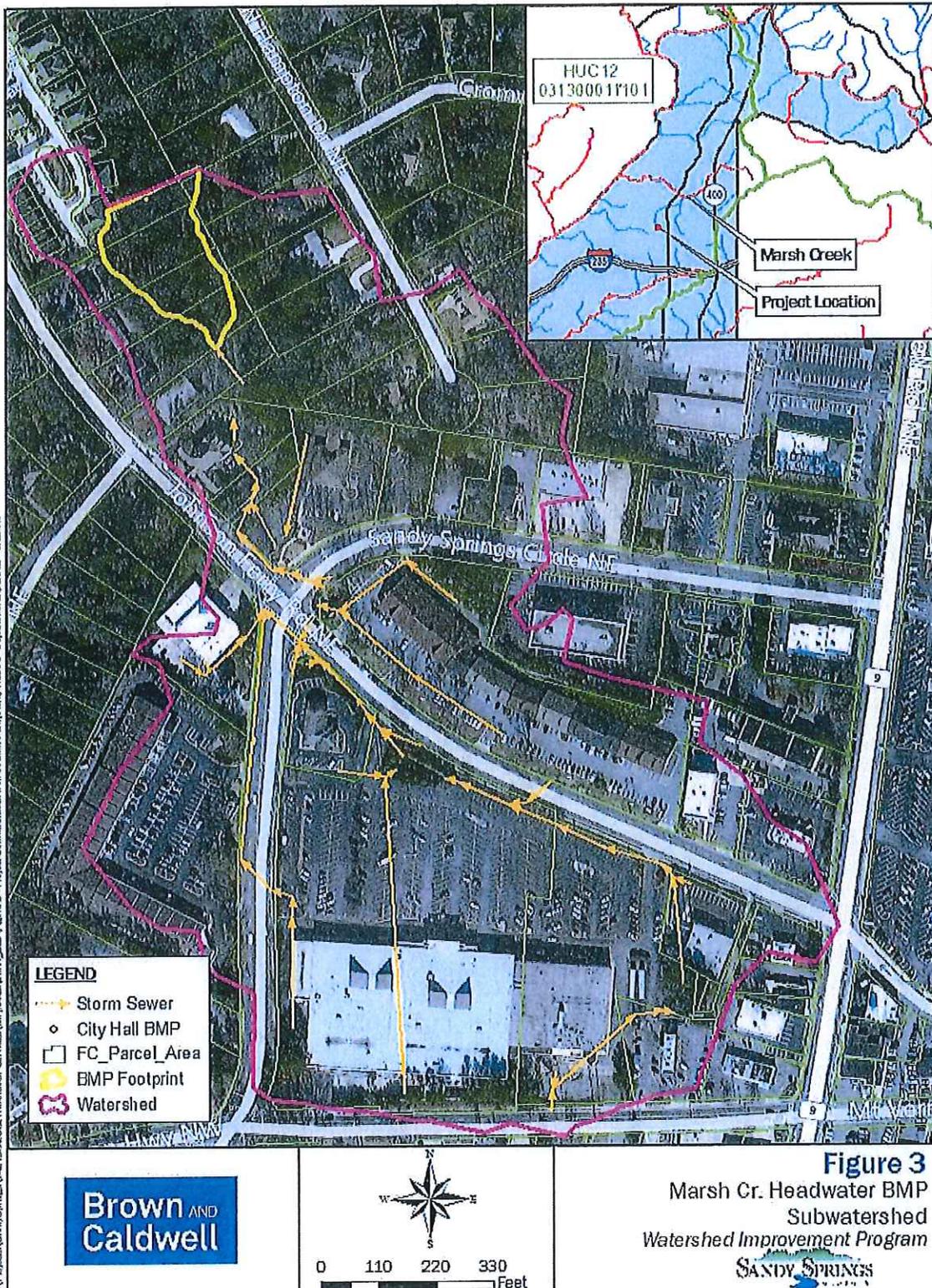
e) Land Uses within the Watershed(s) or Project Area (Percentages):

Agricultural	_____
Commercial Forestry	_____
Urban/Residential	<u>100%</u>
Mining/Extraction	_____
Forest/Natural Areas	_____
Water/Wetlands	_____
TOTAL	<u>100%</u>

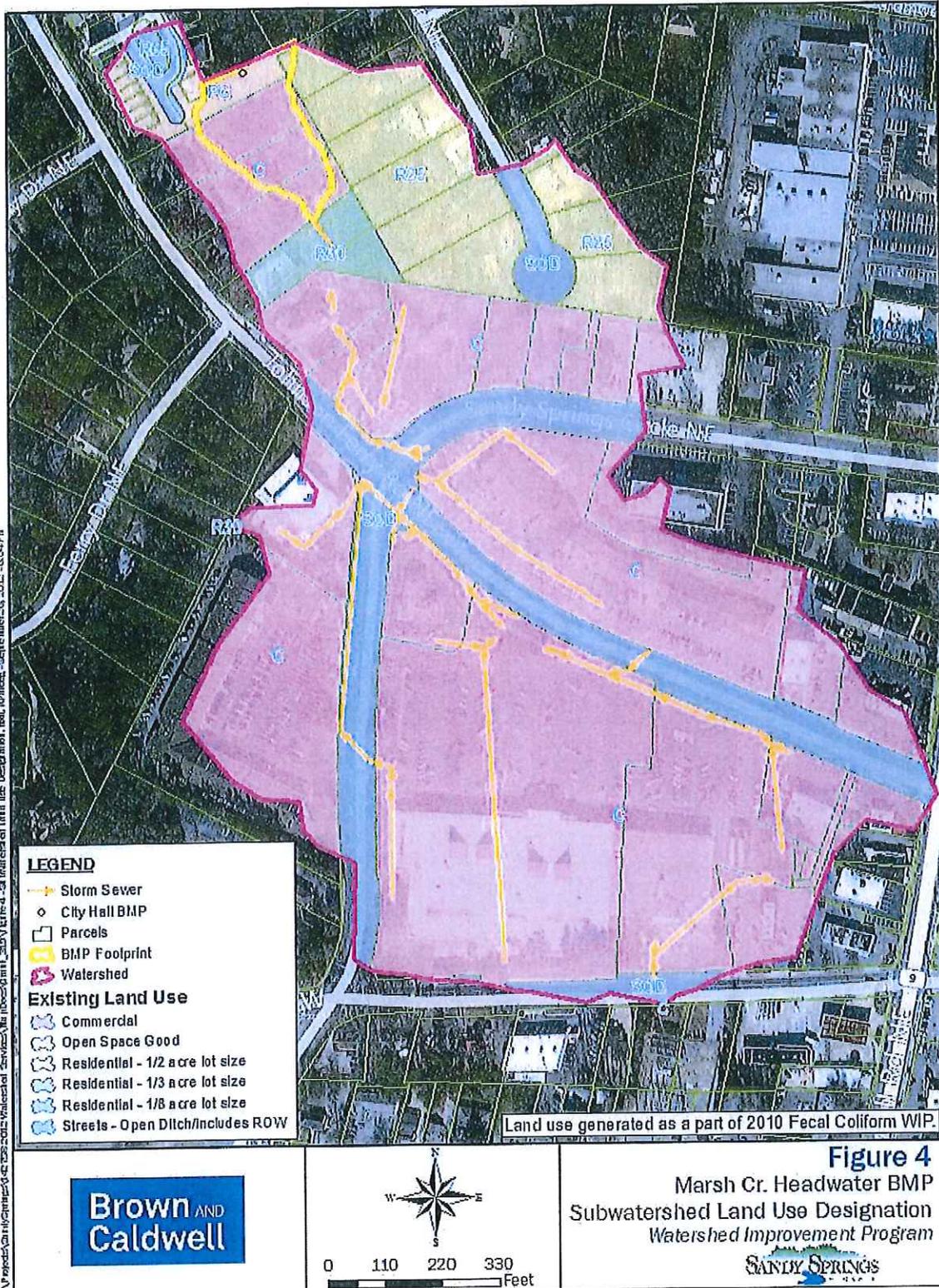
Please see Figure. for land use details.

f) Hydrologic Unit Code(s), Watershed Name(s) and Priority Watershed(s):

HUC #: 031300011101 Name: Chattahoochee River-Sope Creek Priority: X



ES:\Projects\GIS\Projects\Watershed_Improvement_Services\MapDocs\Map_3_-_Project_Site\located_in_a_flood_haz_and_hazards_collection\25_2010_1600.mxd



8. Nonpoint Source Pollutant(s) or Indicator(s) to be Addressed:

- **Primary Pollutant(s):**
 - a. Marsh Creek is listed as impaired for fecal coliform with the potential cause due to urban runoff or urban effects.
- **Secondary Pollutant(s):**
 - a. Additional water quality impairments or indicators that may be positively impacted by the project include: total suspended solids, total nitrogen, total phosphorus, and biological oxygen demand.
- **Water Quality Concern(s):**
 - a. Marsh Creek is listed as not meeting water quality standards (fecal coliform) due to urban runoff and effects. The project will mitigate urban runoff hydrology and reduce fecal coliform bacteria found in the watershed.

9. Impaired Waters:

a) Section 305(b)/303(d) List of Waters:

Water Body Segment Name (Segment Length (Miles) or Embayment Acreage)	County Location(s)	Criterion Violated or Water Quality Concern	Listing Status Category 4a, 5 or 1	Plan Exists to Implement TMDL or Address Water Quality Concern YES / NO
Marsh Creek (aka March Creek)	Fulton	Fecal Coliform	4a	Yes, City of Sandy Springs Fecal Coliform WIP (2010)

b) Other Documented Nonpoint Source Impacts (Only Applicable to Project):

Segment Impacted: Tributary to Marsh Creek at and below project location

Pollutant(s) or Indicator(s) of Concern: Fecal Coliform, altered hydrology, TSS

Source(s) of Documentation: Fecal Coliform WIP (2010), Fulton County water quality data

10. Monitoring:

a) Monitoring Purpose:

- Pollution Source Assessment
- BMP Effectiveness
- 305(b)/303(d) List of Waters Assessment

b) Monitoring Type

- 305(b) / 303(d) List Monitoring, and
- Targeted / BMP Monitoring

c) Monitoring Pollutant or Indicator of Concern:

- Biological (**Fecal Coliform**)
- Chemical/Physical (i.e. DO, pH, Conductivity, etc.)
- Habitat (i.e. Macroinvertebrates, Fish IBI, Habitat Assessments)
- Sediment (i.e. Turbidity, **TSS**, Macroinvertebrates, Fish IBI)

d) Expected Monitoring Design:

- **Stream Name:** Unnamed tributary to Marsh Creek
- **Timeline & Schedule:** March 2014 through June 2015.
Three wet weather samples will be collected pre-construction both upstream and downstream of the BMP project location. Six wet weather samples will be collect post-construction at both upstream and downstream locations divided evenly between the two sampling seasons.
- **Pre and/or Post BMPs:** Yes, monitoring will occur as part of project BMP evaluation
- **Proposed Monitoring Locations:**
 - Number of target pollution sources – City-owned property at former Target Store site and surrounding area (35 acres).
 - Number of BMP sites – One (1)
 - Number of sampling sites (fixed number) – Two (2)
 - Options to be considered for sampling sites (variable locations) - Upstream of project area below the pollution source and downstream of the BMP at project site.
- **Number of Samples to be Collected:** 18 total samples will be collected. Two sites (upstream and downstream), three events pre-construction (wet weather) during the November-April (winter) season, and three events post-construction (wet weather) in each of two seasons: November-April (winter) and May-October (summer).

11. Project Budget:

Item	Item Class Category	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
A	Personnel:	\$0	\$0	\$0
	Sub Total:	\$0	\$0	\$0
B	Fringe Benefits:	\$0	\$0	\$0
	Sub Total:	\$0	\$0	\$0
C	Travel:	\$0	\$0	\$0
	Sub Total:	\$0	\$0	\$0
D	Equipment:	\$0	\$0	\$0
	Sub Total:	\$0	\$0	\$0
E	Supplies:	\$0	\$0	\$0
	Sub Total:	\$0	\$0	\$0
F	Contractual:			
	Contractor Name: WK Dickson Description of Duties: Manage project logistics and construction, and conduct water quality monitoring	\$43,710	\$49,290	\$93,000
	Contractor Name: to be determined Description of Duties: Construction of following BMPs One wet pond One aeration fountain	\$344,037	\$387,957	\$731,994
	Sub Total	\$387,747	\$437,247	\$824,994
G	Construction: Does not apply to GAEPD Section 319(h) Grants	N/A	N/A	N/A
H	Other:	\$0	\$0	\$0
	Sub Total	\$0	\$0	\$0
I	Total Direct Charges: (Sum of A-H)	\$387,747	\$437,247	\$824,994
J	Indirect Charges: (Cannot exceed 25% of Federal Total Direct Charges):	\$0	\$0	\$0
K	Total: (Sum of I and J)	\$387,747	437,247	824,994

12. Project Implementation & Drawdown Schedule:

13. Project Attachment(s):

- A. City of Sandy Springs Fecal Coliform Watershed Improvement Plan
- B. City of Sandy Springs City Center Master Plan Process
- C. Bioretention Planting List

**APPENDIX B
METHOD OF PAYMENT**

**City of Sandy Springs
Marsh Creek Headwaters BMP Project**

Section 319(h) FY13 Grant - Element 12

Payments will be made (totaling no more than \$387,747.00) upon receipt of an invoice(s), from the Contractor specifying the work completed in accordance with the Scope of Services (Appendix A). All invoices must be submitted quarterly at minimum. Payment is also contingent upon the Contractor submitting quarterly progress reports (January 15th, April 15th, July 15th, and October 15th) covering required outputs, budget, including in-kind match, and milestones in accordance with the Scope of Services (Appendix A). Failure to submit invoices, quarterly reports, or other deliverables and documentation may result in the inability to receive a contract extension or other amendment.

The total amount paid for all services shall not exceed \$387,747.00. As much as \$38,775 (10%) will be retained and reimbursed as a final payment upon receipt of the final Close-Out Report (2 paper and 1 electronic copies required). The final Close-Out Report must follow U. S. Environmental Protection Agency format ("Project Close Out Procedures, Section 319 Grant Projects, Region IV, Watershed Unit, April 28, 1993") and will include a title page, project summary, documentation of outputs, equipment purchased, project budget, and any special conditions.

All documentation, outputs, deliverables, close-out reports, along with the final invoice must be submitted within 30 days of the contract end date.

A statement of project costs and complete documentation of expenditures for the billing period and/or a demonstration of need will be submitted with each invoice. All payments to Contractor are contingent upon satisfactory completion of all required services and deliverables in accordance with the provisions of this Agreement.

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE THE MOTION THAT THE MAYOR AND CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH GEORGIA DEPARTMENT OF NATURAL RESOURCES ENVIRONMENTAL PROTECTION DIVISION FOR THE 319(h) GRANT FOR THE MARSH CREEK HEADWATERS BEST MANAGEMENT PRACTICE (BMP) PROJECT (CIP CC007) CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has negotiated a contract with WK Dickson for the Design and Construction Management for the Marsh Creek Headwater Project (CIP CC007), Fulton County, Georgia, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents, and

WHEREAS, upon adoption of this Resolution, City Sandy Springs Public Works Department staff will manage all applicable phases of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That they receive, accept and affirm the authorization for the City Manager to execute a contract with Georgia Department of Natural Resources Environmental Protection Division for the 319(h) Grant for the Marsh Creek Headwater Best Management Practice (BMP) Project.

IT IS FURTHER RESOLVED that the Mayor and City Council acknowledge that the City Manager, in order to assure the effectiveness of authorizing and signing the Contract, will periodically refine policies, procedures, and guidelines and keep the Mayor and Council informed of any changes as they occur.

APPROVED AND ADOPTED on this the 12th day of November, 2013.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk

(Seal)