



where people matter

City of Loganville

Public Utilities
Brandon Phillips
Director

P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

Staff Report Department of Public Utilities

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: April 13, 2023

Subject: EPA Lead & Copper Rule (TerraMark Contract)

RECOMMENDATION:

Staff recommends that the City Council authorize TerraMark to assist the city in preparing a database and GIS mapping for the new lead & copper requirements from the Environmental Protection Agency.

FISCAL IMPLICATION:

TerraMark currently provides stormwater inspections and GIS services to the city. Assistance is required to help guide the utilities department and assist in compiling data to ensure all guidelines are followed according to the new lead & copper rule revisions to remain in compliance. The scope of work is included in the contract. The total cost for TerraMarks services are \$20,000.00 to provide technical assistance, compile the database, and provide GIS mapping.

BACKGROUND:

The new mandatory lead & copper rule revisions require the city to prepare an inventory database and mapping that includes the city and customer owned portions of all service lines in the system's distribution system including schools and child daycare facilities. The city must also classify each service line or portion of the service line before and after the water meter as lead, galvanized, non-lead, or lead status unknown. This inventory must be submitted to EPA by October 16, 2024.

**CITY OF LOGANVILLE
LEAD AND COPPER RULE REVISIONS
GIS SUPPORT**

FEBRUARY 28, 2023



SUBMITTED BY

TERRAMARK GEOSPATIAL INC.

**1396 BELLS FERRY ROAD
MARIETTA, GEORGIA 30066-6084**

VOICE: 770-421-1927 FAX: 770-421-0552 WWW.TERRAMARK.COM

February 28, 2023

Mr. Brandon Phillips, Public Utilities Director
City of Loganville
4303 Lawrenceville Road
Loganville GA 30052

Re: GIS Support for Lead and Copper Rule Revisions

Dear Mr. Phillips:

TerraMark GeoSpatial, Inc. is pleased to submit our proposal for GIS support for lead and copper rule revisions. After meeting with you and our history with the City of Loganville, we believe can aid the city in meeting the EPA requirements. The new EPA Lead and Copper Rule Revisions went into effect on December 16, 2021 and require completion of a system wide lead service line inventory and school and childcare facilities by no later than October 16, 2024. Therefore, we have taken the liberty to include in our scope of work a plan based on meeting those requirements. Hopefully, you will find this solution acceptable. We believe in both meeting our clients short-term goals and planning for the future to ensure success for the entire program.

Your project management team will include the following leadership from **TerraMark**:

- Paul Cannon, RLS, PE - President and Principal-in-Charge
- Wendell C. Hand, GISP - GIS Manager

We have a sincere desire to serve the City of Loganville and want to thank you for this opportunity. Please contact me if you have any further questions or need additional information.

Sincerely,
TerraMark GeoSpatial, Inc.



Wendell Hand, GISP
GIS Manager

Authorized Signature
City of Loganville

Date

WCH:wch

xc: Paul Cannon, President, TerraMark
file

1.0 EPD Requirements

Task One—Review water system service line records to develop an inventory of service line materials used for all customers

Task Two—Prioritize and identify those customers with lead service lines, galvanized lines that are downstream of a lead service line. This will become the LSL inventory list.

Task Three—Create GIS maps and data available for public on city website

Task Four—Within 30 days of publishing the LSL data notify of all households with LSL in the following categories: Galvanized requiring replacement, lead status unknown, and lead.

Task Five—Develop a school and childcare inventory customer list and a sampling schedule. In accordance with the Lead and Copper Rule Revisions you will have to sample 20 percent of childcare facilities, and schools per year for five (5) years.

After receiving a notice to proceed from the city, TerraMark will begin working on developing items to address each of the above requirements. Our services are expected to include the following tasks.

1.1 TerraMark Scope of Work

Meet with city water system staff members to gather information on the age of the system, population served, water system maps, construction records for service line, customer lists with addresses, service line source records, building permit records and filing system, subdivision plat records and existing city plans for public notification and publication.

Discuss with city staff how city records will be reviewed and what level of records access and research will be needed by TerraMark. A large portion of public records is available and TerraMark will use GSCCA and other tax assessor websites to catalog plats and tax data for use in the project.

TerraMark will categorize the scanned electronic records for use in developing tracking and records keeping. TerraMark will use the EPA spreadsheet to track and fill out from the records. (Attachment "A") This will be the base for the GIS data and will be updated through this project and can be updated for each new development and residential house constructed in the city.

TerraMark will use GIS mapping to track customer locations and service line materials to present an overall system view of what data is missing and which locations will need to be field verified by the city. This will be provided on to the city as a draft through this project as the draft is reviewed and updated a final version will be allowed for public viewing.

Prepare a separate spreadsheet for childcare facilities and schools to identify facilities needing to be placed on the sampling schedule. We will show these facilities on the overall all GIS map to help group the 20% inspected each year.

Meet with city personnel as needed during the project to assure city the project is on task for the October 16, 2024 deadline.

1.2 Fee Schedule

To complete the above tasks TerraMark proposes to bill based on actual time spend by employees billed by hourly billing rates. Because our work is highly dependent on the level of city records available and the level of involvement from the city staff, we propose a budget of \$20,000 for the above scope of work and will not exceed without your approval.

Attached is a copy of our 2023 hourly billing rates as well as our standard terms and conditions of service applying to this work.

The provisions of the Contract are for the sole benefit of the parties hereto and are not intended to benefit any person not a party to this Contract, with the exception of those clauses relating to the sub-consultants. This Contract shall not be assigned or transferred by either TM or the Client without prior written consent of the other. Notwithstanding the foregoing, however, TM shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.

A-1 EXTRA SERVICES

TM shall provide extra services, not specifically called for in the Scope of Services, upon request or authorization of the Client. Any revisions to the Scope of Services during the duration of this Contract due to changes in laws, regulations, policies, ordinances or Client's direction will subject the fees for the items affected to renegotiation. TM has no obligation to continue to furnish services pending renegotiations and is not liable for damages caused by delays due to revisions to Scope of Services, renegotiation, or any required changes or rescheduling of Client's work.

A-2 TIME OF PERFORMANCE

TM will commence work on or as soon as practicable after the date of execution of this Contract and all work as set forth in the attached Scope of Services shall be completed in a timely manner, assuming the prompt submission of all required data and the scheduling of all meetings and reviews by the Client.

A-3 COMPENSATION

The fees in this Contract apply only in the event that the particular phase of services is authorized or necessary. Execution of this Contract will authorize the performance of all the specified services unless otherwise noted in writing on the Contract.

An invoice covering progress payments due shall be submitted to Client monthly by TM. The progress payment due shall include the portion of the fee earned based upon the percentage of the services performed, as determined by TM, all other services performed and not covered by the fee, and all costs advanced, including reimbursable expenses.

Payment is due when invoice is rendered. Any unpaid balance shall bear interest at the rate of 1 ½ % per month, starting at the end of the month following the month the invoice is dated. Client agrees to and shall pay to TM all costs and expenses for collection including but not limited to Attorney's Fees and court costs. Such costs shall be added to the account and bear interest at the rate set forth above.

If Client should fail to pay TM within sixty (60) days after the date of the invoice TM shall have the right, upon seven (7) days written notice to Client, to stop work on Project until payment of the amount owing, including all interest charges and collection costs, has been received. The "date of invoice" shall be the date entered on the first invoice for the services in question.

In the event Project is sold or transferred while a balance, not subject to a good faith dispute, remains due and owing to TM, Client agrees to direct settlement Attorney to notify TM of the date and place of settlement and Client hereby authorizes and instructs said settlement Attorney, without the necessity of further authorization or instruction, to withhold from the funds arising out of said sale or transfer sufficient funds

to pay said balance due, including interest, and to immediately transfer such payment to TM upon settlement.

Standard hourly rates for any services performed on a time (hourly) basis or for any services not covered in this Contract are as shown on Attachment "B". General consulting or coordination services, including but not limited to preparation for and attendance at meetings, will be billed at the standard hourly rates set forth below.

If orders are placed for fewer units than the minimum number of units quoted, TM may, at its option, charge fees based on the standard hourly rates set forth below. If less than one day's field work is ordered, standard hourly rates will be charged with a minimum charge of \$300.00.

A-4 PERSONNEL

TM represents that they have, or will secure at their own expense, all personnel required to perform the services under this Contract and that such personnel will be fully qualified to perform such services. Should the Scope of Services require TM to retain outside sub-consulting services, TM may do so upon written authorization by the Client, and the Client shall compensate TM for such sub-consulting services.

A-5 RESPONSIBILITIES OF THE CLIENT

It is agreed that the Client will have the following responsibilities under this Contract:

- A. The provision of all available information, data, reports, records, and maps to which the Client has access and which are needed by TM for the performance of the services provided for herein.
- B. Providing for assistance and cooperation for TM in obtaining any other needed material, which the Client does not have in its possession.
- C. Making available the services of the Client as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- D. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the Client and will serve to provide the necessary direction and coordination for the Project.
- E. Bear all costs for permitting, processing fees, bonds, taxes and/or advertising for the Project.
- F. Provide access to all affected private property for TM to perform all necessary surveying, mapping, engineering and inspections.

All such Client responsibilities shall be conducted in a timely manner and without undue delay so as not to delay TM in the performance of its services. **TM is not responsible for the accuracy or validity of information obtained from the Client or others and utilized in the services covered under this Contract.**

A-6 OWNERSHIP OF MATERIALS

All drawings, plans, maps, photographs, data and copies thereof, in each case prepared by TM and in all cases excluding the Final Products, remaining in TM's possession are the property of TM and subject to its sole discretionary control. TM reserves all of its rights in any drawings, plans, maps, photographs, data and copies, in each case prepared by TM and in all cases excluding the Final Products, thereof furnished to Client or to others and may preserve its rights under Federal Copyright Law. Any further use of this data is subject to separate renegotiation and fee. Any special requirements as to form or content of the instruments of service (including, plans, maps, drawings, and specifications) must be agreed to in advance and specified in this Contract. Upon completion of this project, Final Mapping Data is the property of City of Loganville, GA.

A-7 DELAYS BEYOND THE CONTROL OF TM

It is agreed that events which are beyond the control of TM may occur which may delay the performance of the Scope of Services. In the event that the performance of the Scope of Services by TM is delayed beyond their control, TM shall notify the Client of such delay and the reasons therefore, and the Client shall extend the time of performance appropriately. TM is not liable for damages caused by delays in performance of the services which arise from events beyond its reasonable control.

A-8 CHANGES

It is agreed that events which are beyond the control of TM may occur which may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of TM's compensation, which are mutually agreed upon by and between the Client and TM, shall be incorporated in written amendments.

A-9 TERMINATION OF CONTRACT

This Contract may be terminated by either the Client or TM, with ten (10) calendar days written notice. In the event of such termination, all finished or unfinished plans, become its property. TM shall be entitled to receive just and equitable compensation for work accomplished prior to the termination.

A-10 LIABILITY AND STANDARD OF CARE

TM shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locality as the project. TM's liability to the Client for any indemnity commitments, or for any damages arising in any way out of performance of this Contract, is limited to the total fees paid by Client or Fifty-Thousand Dollars (\$50,000), whichever is less. Client acknowledges that TM is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of TM in the execution or performance of this Contract shall be made against TM and not against such director, officer or employee. Client shall hold harmless, indemnify, and defend TM from any and all liability, claims, damages, losses, costs, or expenses of any nature based on injuries (including death) of employees, other than TM employees, arising out of and in connection with their employment while performing services arising out of or connected with this Contract, except where such injuries result from the sole negligence of TM.

Because risks arising from potential damages due to pollution, hazardous waste and asbestos are presently uninsurable, Client agrees to notify TM of the existence of any such dangers prior to the commencement of

any of the services and Client further agrees to and shall hold harmless, indemnify, and defend TM from all liability, claims, damages, losses, costs, or expenses arising from or due to the discharge, release, or escape of such substances where such discharge, release, or escape arises out of services performed under this Contract, except where such discharge, release, or escape is due to the sole negligence of TM. TM may decline to proceed or may stop furnishing services on any project where such dangers are disclosed or discovered when the rendering of such services presents, in the sole discretionary judgment TM unreasonable risks. TM will not be responsible for any delays, damages, losses, cost, or expenses there from due to such refusals to proceed.

This document and attachments represent the entire Contract between the parties. If fully executed and Contract is delivered to TM more than sixty (60) days after date first appearing hereon, terms are subject to revision or acceptance by TM.