



**FULTON COUNTY PURCHASING DEPARTMENT**  
**Winner 2000- 2005 Achievement of Excellence in Procurement Award**  
**National Purchasing Institute**

**Jerome Noble, Director**



July 18, 2007

Re: **07RFP56672 Providence Park Remediation Phase II**

Dear Prospective Bidder:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced **Request for Proposal #07RFP56672 Providence Park Remediation Phase II.**

Except as provided herein, all terms and conditions in the **Request for Proposal #07RFP56672** Providence Park Remediation Phase II referenced above remain unchanged and in full force and effect.

Sincerely,

William E. Long, Jr., CPPB  
Chief Assistant Purchasing Agent  
Fulton County Department of Purchasing & Contract Compliance

**07RFP56672 Providence Park Remediation Phase II  
Addendum No. 1  
Page Two**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

The bid document makes reference to the “Non-Collusion Affidavit for Subcontractors”, please disregard, as there is no such form included in the bid document.

The successful respondent will be required to post both a Performance and a Payment Bond. Fulton County’s Performance and Payment Bond Forms are attached to this Addendum No. 1. Please review the responses to **QUESTION # 4** for determining which vendor identified cost to use in calculating the costs for both the Performance and Payment bonds.

**QUESTIONS SUBMITTED**

1. QUESTION: Is there an approximate budget (or budget range) for the Providence Park Remediation Phase II (RFP 07RFP56672)? I appreciate any information you can provide.

**RESPONSE:** *No.*

2. QUESTION: I would like to know if there will be a need for Right-of-Way and/or Land Acquisition Services for the Providence Remediation Park Phase II Request For Proposal 07RFP 56672?

**RESPONSE:** *No*

3. QUESTION: What are the approximate distances from the location of the proposed groundwater treatment system shed/trailer to nearby connection points for each of the following utilities:

1. Electricity
2. Telephone Service

**RESPONSE:** The nearest electricity and telephone source is located at the building on the property.

4. QUESTION:

It is our understanding from the pre-bid site visit that a payment and performance bond will be required for this project. Although the exact language of the Payment and Performance Bond is not yet available, please consider the following provisions for the bond:

- Please limit the bond to 100% of the construction portion of the project only. This would cover line items 1, 2, 3 and 4 that are shorter term (3-6 month) elements that have distinct performance criteria that are the result of whether the construction was performed correctly and are typical of payment and performance bonds;

**RESPONSE:**

*The 100% Performance Bonding amount will be the total of the following vendor pricing items:*

*1) Mobilization*

*2) Installation of Extraction Wells*

*3) Trenching, Concrete Pad, Fencing, and*

*4) System Installation*

- Items 5, 6, 7, 8 and 9 extend for two years for engineering type elements rather than construction elements  
Engineering services are not typical of payment and performance bonds as there is nothing built that would have performance criteria; and

**RESPONSE:**

*The vendor identified cost for the following items should not be included in the 100% Performance Bond amount:*

*5) Monthly System Operations*

*6) Quarterly Sampling*

*7) Annual Sampling and Reporting*

*8) System Decommissioning & Well closure*

- Bonding companies ask that Design/Build projects be phased and contracted into two separate contracts: 1) Construction and: 2) Operations/Maintenance and Monitoring. This way we could have separate contracts while the bond would still apply to the construction phase.

**RESPONSE:** *Fulton County will develop only one contact. However, any contract developed can include language that facilitates Construction and Operations/Maintenance requirements.*

5. QUESTION: Can you please post the strati-graphic and instrumentation log for existing recovery well DW-1R.

**RESPONSE:** *NO, This data is unavailable*

6. QUESTION: Decommissioning - If all monitoring wells on-site are required to be decommissioned, we will need to know the depths at which the wells are constructed.

**RESPONSE:** *The wells range in depth from 30-89 feet*

7. QUESTION: Mr. Anthony Spencer stated on site that this RFP is "conceptual" and that the successful bidder should install a pump and treat system that will remediate the site to applicable Georgia EPD HSRA rules. Does that mean that more effective components (i.e. different size pneumatic pump, suitable air compressor, etc...) than those specified in the CAP can be used as long as we are using the HSRA approved pump and treat method?

**RESPONSE:** *Yes; The RFP is for the design, construction, and operation of a pump and treat system that meets the performance requirements approved by the Georgia Environmental Protection Division*

8. QUESTION: Recovery Wells. The screen slot size for recovery wells is not specified. Are standard sizing (i.e. 0.010 inches) acceptable?

**RESPONSE:** *Yes, The RFP is for the design construction, and operation of the pump and treat system that meets the performance requirements approved by the Georgia Environmental Protection Division*

9. QUESTION: Treatment System: A 4-tray air stripper based on modeling data is specified. Other types of air strippers would be less likely to foul. Can we specify a different type or even use another method to remove the relatively low levels of VOCs, prior to sending treated water through the infiltration gallery?

**RESPONSE:** *Yes, The RFP is for the design construction, and operation of the pump and treat system that meets the performance requirements approved by the Georgia Environmental Protection Division*

10. QUESTION: Only 1 bag filter is specified. Again, is there latitude on what unit, pore size, etc is used?

**RESPONSE:** *Yes, the RFP is for the design, construction, and operation of the pump and treat system that meets the performance requirements approved by the Georgia Environmental Protection Division*

11. QUESTION: No mention on the requirements of the control panel. Again, is there latitude on what we use, as long as the P&T system is operational and effective?

**RESPONSE:** *Yes, the RFP is for the design, construction, and operation of the pump and treat system that meets the performance requirements approved by the Georgia Environmental Protection Division*

12. QUESTION: Treatment System Compound. Can the stripper be placed outside the trailer/shed?

**RESPONSE:** *Yes, the RFP is for the design, construction, and operation of a pump and treat system that meets the performance requirements approved by the Georgia Environmental Protection Division*

13. QUESTION: There is a request for an 8-foot stockade fence. Is there latitude to use a 6-foot fence instead?

**RESPONSE:** *Yes*

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1  
PROVIDENCE PARK REMEDICATION PHASE II**

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **July 25, 2007, 11:00 A.M.**

This is to acknowledge receipt of **Addendum No. 1**, \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
*(Insert name of Contractor)*  
(hereinafter called the “Principal”) and \_\_\_\_\_  
*(Insert name of Surety)*  
 (“Surety”), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “Owner”), its successors and assigns, in the penal sum of \_\_\_\_\_  
*[100% of Contract amount]*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for construction-type services of a project known as **PROVIDENCE PARK REMEDIATION PHASE II** as more particularly described in the Contract (hereinafter called the “Project”);

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney’s fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
(hereinafter called the “Principal”) and \_\_\_\_\_  
*(Insert name of Contractor)*  
*(Insert name of Surety)* (hereinafter called the  
“Surety”), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “Owner”), its successors and assigns as obligee, in the penal sum of \_\_\_\_\_  
*[100% of Contract amount]*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for construction-type services of a project known as **PROVIDENCE PARK REMEDIATION PHASE II** as more particularly described in the Contract (hereinafter called the “Project”);

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_

(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)