



FULTON COUNTY



**PURCHASING DEPARTMENT
 REQUEST FOR PROPOSAL
 07RFP56672**

PROVIDENCE PARK REMEDIATION PHASE II

For

Department of Public Works

RFP DUE TIME AND DATE: July 25, 2007 @ 11:00 A.M., LOCAL TIME
MANDATORY PRE-BID CONFERENCE: July 13, 2007 at Providence Park
at 11:00 A.M. Local time
PURCHASING CONTACT: William E. Long, Jr., CPPB (404) 730.7660
E-MAIL: william.long@fultoncountvga.gov

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

SECTION 8 REPORTING

The majority of the monitoring wells at the site have historically reported concentrations to be BDL for the constituents analyzed. Based on the two most recent comprehensive groundwater sampling events, VOCs represent the only compounds detected at the site above RRS. Naphthalene represents the only SVOC constituent close to the applicable RRS. A naphthalene concentration of 19.9 ug/L was reported at MW-4R, which is only slightly less than the Type 2 RRS of 20 ug/L.

It is proposed that a select set of monitoring wells be sampled on a quarterly basis. These wells are MW-3R, MW-4R, MW-5R, MW-6R, MW-11R, MW-20, DW-1, DW-2 and DW-4. The onsite supply well will also be sampled during the quarterly events. It is also proposed that the surface water sampling points established during the CSR be sampled during the quarterly events. All onsite monitoring wells will be gauged during the quarterly sampling events. The samples collected from the monitoring wells and surface water sampling points will be analyzed for VOCs and naphthalene by EPA Method 8260.

It is proposed that a comprehensive sampling event be conducted on an annual basis. During the comprehensive annual events, each of the 23 existing monitoring wells, the surface water sampling points, and the onsite drinking water supply well will be sampled. The samples will be analyzed for VOCs and naphthalene by EPA Method 8260.

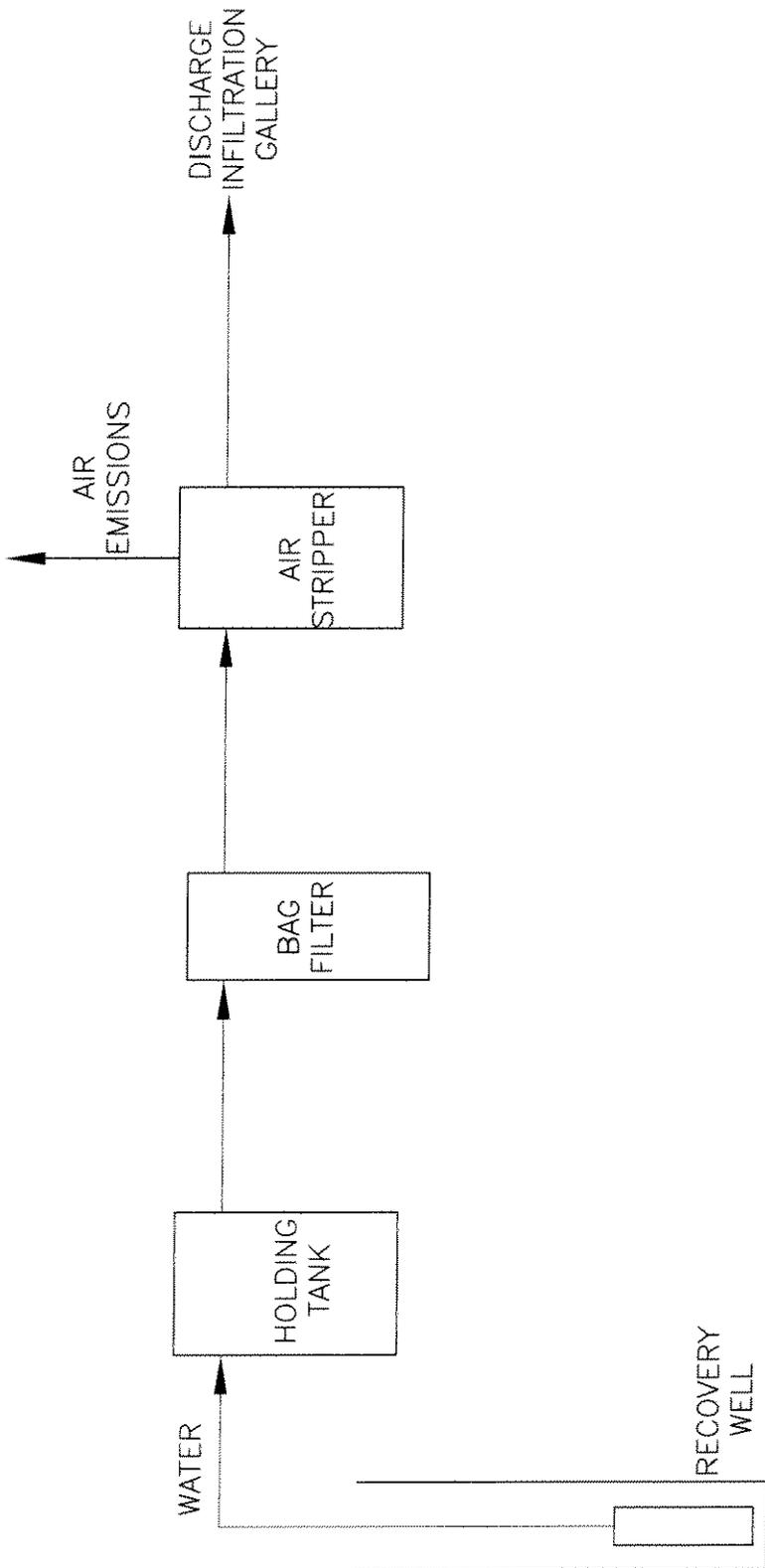
It is proposed that Monitoring Reports be submitted on a semi-annual basis. Two reports will be submitted during the operation of the proposed pump and treat remediation system. As it is proposed that the system will operate for a period of one year, a two year post remediation monitoring period is proposed and will include the submittal of four semi-annual reports.

SECTION 9 CLOSURE AND DECOMMISSIONING

Upon issuance of a de-listing letter, the remediation equipment will be broken down for removal from the site. The treatment structure, custom manifolds, and submersible pumps will be removed. The infiltration gallery subsurface piping and gravel will be left in place. All subsurface HDPE piping to connect the recovery well network will be left in place.

Each of the monitoring and recovery wells will be filled, sealed, and plugged in accordance with the Georgia Water Well Standards Act of 1985, amended 2001. The flush mount manholes, steel recovery well vaults, and stick up well protective casings will be removed from the site. All concrete pads set in soil will be removed. All voids from manhole and vault removals will be filled with topsoil or clean fill to the existing grade.

9.2 SITE MAP



\\srs-0000\lab\nd\proj\ga\se-atlantia\PROJECTS\0 SE43\0 SE 4352-001-001 Providence Park\Final Report CAP 8 8-08\CAP FIGURES_8--PROCESS FLOW DIAGRAM.FIG 5.dwg 08/25/2006 kgr/ryen ch

PROCESS FLOW DIAGRAM
PROVIDENCE PARK
ALPHARETTA, GA
HSI No. 10773

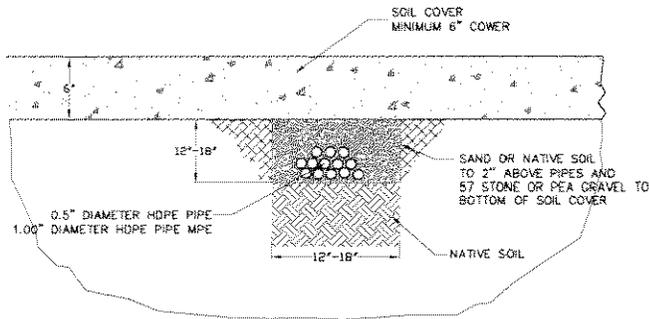
FIGURE 5

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REVIEWED:		PROJECT NO.	SE4250-001-001
APPROVED:		DWG. FILE NO.	PROCESS FLOW.

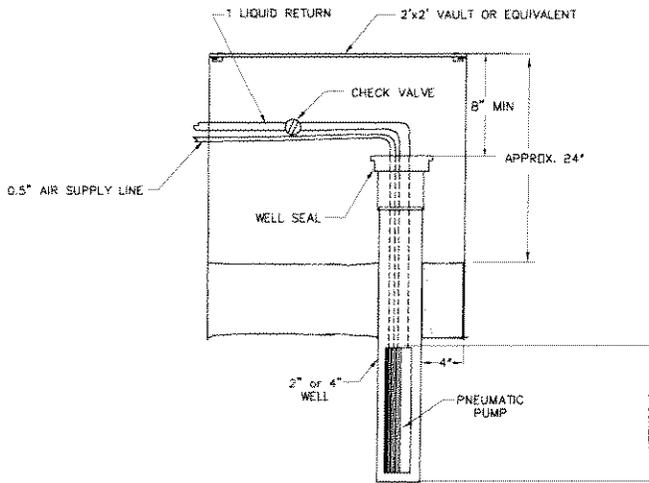
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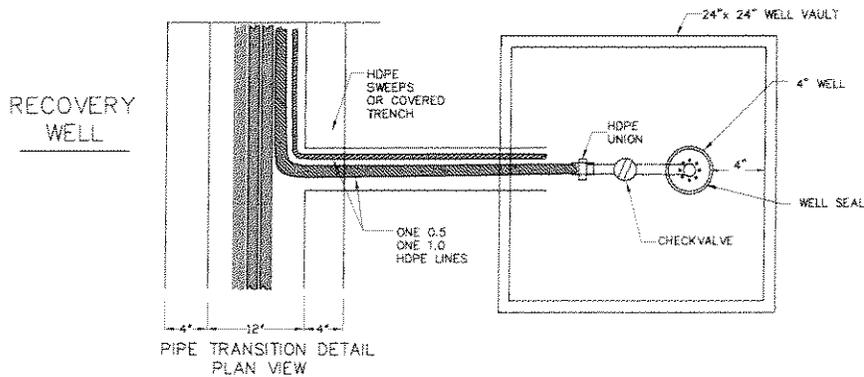
\\kes-atlanta\user net\Drawings\SE-ATLANTA PROJECTS\0 EE43\0 SE 4352-001-001 Providence Park\Final Report CAP B B-08\CAP FIGURES_B- PIPE & VAULT FIG 6.dwg 06/25/2006 kgfgrgyan CH



TRENCH DETAIL CROSS SECTION (TYPICAL)



RECOVERY WELL CROSS SECTION (TYPICAL)



PIPE TRANSITION DETAIL PLAN VIEW (TYPICAL)



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EG	2 MAY 2005
REVIEWED:	PROJECT NO:
	SE4352-007-001
APPROVED:	DWG. NO:
	PIPE & VAULT FIG.6

FIGURE 6

PIPE & VAULT DETAILS RECOVER

PROVIDENCE PARK ALPHARETTA, GA HSI No. 10773

9.3 HIGH-VACUUM MULTIPHASE EXTRACTION PILOT TEST REPORT

HIGH-VACUUM MULTIPHASE EXTRACTION PILOT TEST REPORT

Providence Park
Alpharetta, Georgia

Prepared for:

Fulton County Department of Environment and Community Development
141 Pryor Street SW Suite 2085
Atlanta, GA 30303

July 2006

Prepared by:

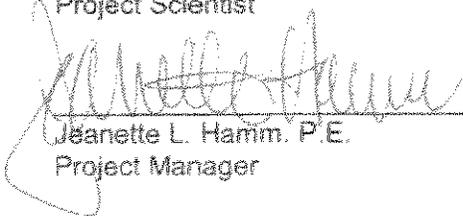
KEMRON Environmental Services, Inc.
1359-A Ellsworth Ind. Blvd.
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Daniel S. Robinson
Project Scientist

8/11/06

Date



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8/11/06

Date



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Project Manager

8/14/06

Date

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APPENDICES

Appendix A	Multi-phase Pilot Test Data
Appendix B	References
Appendix C	Disposal Manifest

1.0 INTRODUCTION

KEMRON Environmental Services, Inc. (KEMRON) has prepared this Pilot Test Report to present site specific data based on field pilot testing activities completed on July 24, 2006 at Providence Park in Alpharetta, Georgia. This report will outline the site background, test objectives, test procedures/equipment, and draw conclusions based on field data. Data evaluation as a result of the pilot test will be utilized as a basis of future remedial engineering design.

1.1 Background

Providence Park, located in Alpharetta, GA, was observed to have several drums abandoned on the site. ATC performed a limited assessment of the drums and released materials at the site. In 2004 KEMRON was contracted to remove 16 drums and impacted soil from the site. Several additional drums and suspected dumping areas were identified at the site. KEMRON installed 21 monitoring wells, 18 shallow and 3 deep. KEMRON completed the horizontal and vertical assessment of soil and groundwater contamination at the site. In 2006 KEMRON excavated approximately 5,674 cubic yards of contaminated soils. Wells that were destroyed by the excavations were reinstalled.

1.2 Objectives

In order to determine the overall effectiveness of Multi-Phase Extraction (MPE) at a specific site, field pilot tests should be performed prior to the engineering design of a MPE system. Pilot tests usually measure pressures, flow rates, contaminant levels, and other system parameters. The primary objective of a MPE pilot test is to demonstrate that multi-phase extraction has the potential to perform significant remediation of a contaminant mass when operated over a longer time period. A second objective of the MPE pilot test is the determination of the zone of influence. The pilot test will indicate the response of both the vadose and saturated zone to varying levels of vacuum. The zone of influence is determined by monitoring the effect of vacuum applied in an extraction well to surrounding observation wells. Additionally, the drawdown recorded in the observation wells can determine a zone of influence, or capture zone, the pumping wells will create on the subsurface.

A third objective of the MPE pilot tests is to provide engineers with contaminant levels and flow rates in order to prepare design specifications and cost estimates for remediation equipment. However, long-term trends of removal rates cannot be assumed based on data collected during short-term pilot tests.

2.0 PROCEDURES

2.1 Methods

Multi-phase extraction is a remedial technology that extracts both subsurface liquids and vapors from an extraction well through the application of varying levels of vacuum pressure. To control liquid levels during the pilot test, a drop tube, also known as a stinger, is installed in the extraction well to static water level depth. The applied vacuum and airflow extracted from the well is conveyed through the drop tube. As the water table begins to rise due to the applied vacuum, both free product and groundwater are extracted through the drop tube. As a result, the static water table can be maintained as the applied vacuum is introduced to the extraction well during the pilot test. The depth of the drop tube can be adjusted to varying depths depending on site conditions to depress the liquid levels in the extraction well.

To increase airflow and recovery, ambient air (aspiration air) is introduced at the extraction well. An airflow meter is mounted to the test well assembly to measure the additional volume of aspiration air that is added to the well. Additionally, two vacuum gauges are mounted to the test well assembly to measure the induced vacuum of the stinger and the well annulus.

The combined air and liquid train extracted from the well is conveyed through a flexible vacuum hose to the MPE unit where the liquid is processed through an air/water separator and contained in a poly tank. The extracted vapors, dependent upon contaminate levels, are discharged into the atmosphere or are treated with a thermal gas treatment system. During the pilot test, specific system parameters such as vacuum levels, flow rate, temperature, and vapor concentrations are recorded at regular intervals. Figure 2 illustrates the process flow of the MPE pilot test unit. Additionally, Figure 3 illustrates a typical pilot test well manifold assembly.

To monitor the subsurface effects of the extraction, three or more observation wells are selected within a predetermined radius of the extraction well and monitored during the pilot test at regular intervals. All data collected from the pilot test will be evaluated to determine the effectiveness of MPE as a remedial strategy for the specific site.

2.2 Equipment

The KEMRON MPE Pilot Test Unit is a completely self-contained, trailer-mounted unit equipped with a Siemens 10 hp liquid ring vacuum pump capable of 200 cfm @ 27 in HG vacuum, a 120-gallon capacity knock-out tank with level controls, a 2 hp transfer pump, a MPE unit electrical control panel, an 18 kw, 240 VAC 3-phase power generator, a custom instrument gauge panel, a custom test manifold with gauges, custom observation wellhead plugs, a set of differential pressure gauges, flexible vacuum hose, an interface probe, and a Multi-Rae.

3.0 MONITORING AND DATA COLLECTION

3.1 Extraction Well

Prior to mobilization, research into the geology of the site, well specifications, and contaminant concentrations can aid in determination of extraction well selection. Final decisions should be made in the field based on accessibility and other site conditions. Field inspection should confirm that the extraction well meets Georgia Water Well Standards. Existing monitoring wells can be utilized if the well adheres to the above conditions. For Providence Park in Alpharetta, Georgia, monitoring well MW-11R was utilized as the extraction well, and was gauged prior to startup of the pilot test. MW-6R could not be utilized as the extraction well because of limited water column present in the well. The depth to water from the top of the well casing was measured at 12.86 feet. A 1" drop tube was installed in MW-11R at a depth of 16 feet. Upon pilot test start-up, an induced vacuum of 69 inches of water column (in. w.c.) or 5.0 inches of Mercury (in Hg) was introduced and maintained at MW-11R for approximately 300 minutes. Induced vacuum pressures stabilized in the observation wells after approximately 240 minutes of extraction. At this point, the vacuum was increased to 138 in w.c. or 10.0 in Hg and maintained for approximately 270 minutes. Induced vacuum pressures stabilized in observation wells after approximately 120 minutes of extraction. MW-11R was gauged again after the completion of pilot test activities. The depth to water from top of casing was measured at 15.22 feet and rising. All measured data at timed intervals from the extraction well is presented in Appendix A.

3.2 Observation Wells

Observation wells utilized for measuring the subsurface response to the MPE pilot test should be strategically located around the perimeter of the extraction well. A minimum of three observation wells should be utilized for each pilot test event. Dependent upon field conditions, observation wells utilized should be at varying distances from the extraction well and along 90, 120, or 180 degree radials from the extraction well. Additionally, the three observation wells should be placed within a radial distance of less than two times the depth to water table for low permeability sites. For mixed to high permeability sites, a radial distance of one to three times the depth to water table should be utilized dependent upon site conditions.

At Providence Park, six observation wells, MW-4R, MW-6R, MW-20, DW-1R, DW-2R, and DW-3R, were utilized. These wells are at distances of 100.5, 102, 74, 96.75, 5, and 8.5 feet from the extraction well, respectively. All observation wells were gauged prior to pilot test start-up. Observation wells were fitted with well seals and differential pressure gauges to monitor subsurface changes. At 69 in w.c. (5.0 in Hg) vacuum induced at the extraction well, vacuum influence was noted in all observation wells. Stabilization was achieved in approximately 240 minutes in all six wells. Slight variation was seen in most of the observation wells during the pilot test. These deviations can most likely be attributed to fractures in the rock or the recent excavation of soil across the site causing preferential pathways during the test. Given the length of the test and the soil conditions, variation in the observation wells is to be expected. Upon completion of the pilot test, the observation wells were again gauged using an interface probe. Most observation wells experienced drawdown due to the extraction from MW-11R. Data from the observation wells is presented in Appendix A and Figure 4.

3.3 MPE System

The aboveground portion of the MPE pilot system, including a vacuum pump, air/water separator, valves, gauges, and power generator, is frequently trailer-mounted. This type of mounting provides simple connections which are beneficial in areas of limited space. The duration of pilot tests can range from a few hours to multiple days. Upon start-up, MPE systems produce an initial jump in effluent concentrations, followed by a decrease to more stable levels. During the pilot test, specific system parameters are recorded at regular intervals.

With an applied vacuum of 5.0 in. Hg at the MPE unit, an adjusted well flow rate ranging from 9.8 to 13.9 scfm was measured using a Dwyer DS-200 flow sensor, respectively. A Multi-Rae was used in measuring effluent concentrations in parts per million (ppm) VOC vapors and Lower Explosive Limit (LEL). At 5.0 in. Hg, the LEL readings were 0% and PID readings ranged from 0 to 7 ppm. Due to the mixture of constituents detected in the groundwater at MW-11R, the PID readings were not corrected to a specific chemical. The VOC extraction rate was measured at an average of 0.01 pounds/day at 5.0 in. Hg induced vacuum pressure at the well.

With the applied vacuum of 10.0 in. Hg at the MPE unit, an adjusted well flow rate ranging from 11.9 to 18.6 scfm was measured using a Dwyer DS-200 flow sensor, respectively. A Multi-Rae was used in measuring effluent concentrations which ranged from 0 to 53 % Lower Explosive Limit (LEL). Due to the mixture of constituents detected in the groundwater at MW-11R, the PID readings were not corrected to a specific chemical. Additionally, the LEL readings were corrected based on total xylenes concentrations detected in the monitoring well. The VOC extraction rate was measured at an average of 34.66 pounds/day at 10.0 in. Hg induced vacuum pressure at the well. A total of 12.48 pounds of VOCs were extracted during the event.

Five hundred ten gallons of fluids were recovered during the pilot test event, with an average recovery rate of 0.71 gallons per minute. All measured data from the MPE unit are presented in Appendix A.

4.0 CONCLUSIONS

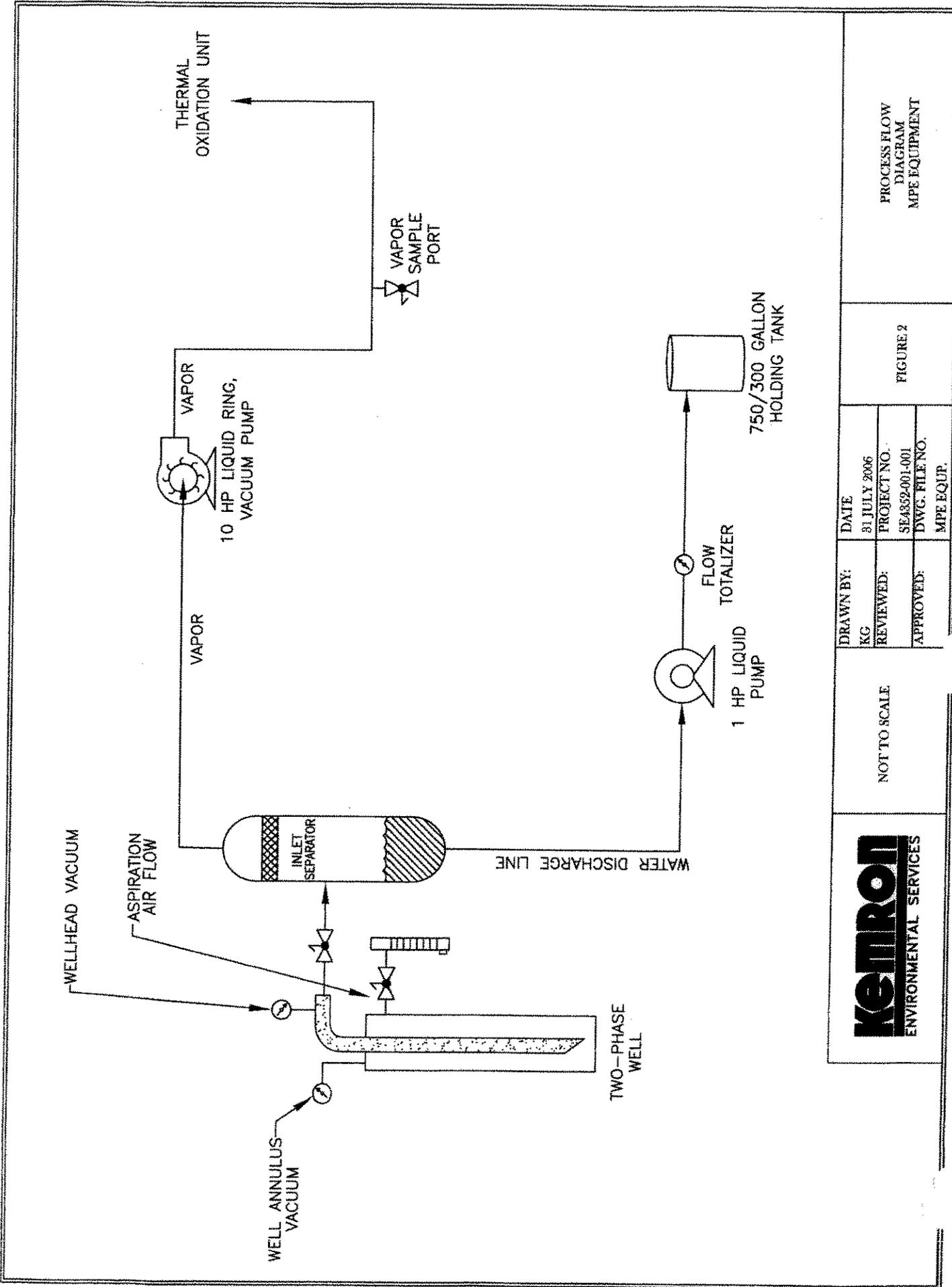
All data recorded during the pilot test is illustrated in Appendix A. Groundwater elevation measurements were taken in the extraction well and observation wells before and after the pilot test. Monitoring wells MW-4R, MW-20, DW-1R, and DW-2R experienced decreases in groundwater elevation of 0.02, 0.10, 0.43, and 0.40 feet, respectively. An increase in groundwater elevation of 0.01 and 0.59 feet was seen in wells MW-6R and DW-3R, respectively. This can be explained by a mounding effect on the water table for the shallow monitoring well. The deep well, DW-3R is located 8.5 feet from the extraction well, MW-11R, and was probably influenced by the vacuum itself. The distance from the extraction point versus drawdown curve for perimeter wells is illustrated in Figure 4.

The vacuum radius of influence was determined by plotting the distance from the extraction well to the observation wells versus the 5.0 and 10.0 in Hg induced vacuum pressure recorded. These graphs are illustrated as Figures 5, 5A, and 5B. In a homogeneous lithology, recorded vacuum readings should exponentially decline with distance from the extraction well at a rate dependent upon the horizontal permeability. The vadose zone vacuum radius of influence can be determined for any desired vacuum pressure. Due to the monitoring wells being set in fractured rock or residuum, the vacuum readings did not exponentially decline for the 5.0 in. Hg test. The induced vacuum pressure versus distance graph confirms the preferential pathways present in fractured rock or residuum. The test results showed a slight increase in the induced vacuum pressure over time. The 10.0 in. Hg test also did not show much decline; however, extrapolating the data by expanding the scale shows an estimated radius of influence. Utilizing the 0.10 in. w.c. engineering standard as an indication of induced vacuum pressure's radius of influence, a radius of influence of 950 feet was extrapolated at an extraction well vacuum pressure of 69 in. w.c. or 5.0 in. Hg. However, a radius of influence of 950 feet is unrealistic. Due to varying soil permeability and discontinuities in the subsurface, a conservative vacuum pressure of 1.0 in. w.c. is typically utilized as an indication of induced vacuum pressure. Based on a standard of 1.0 in. w.c., a radius of influence of 350 feet was extrapolated at a vacuum pressure of 138 in. w.c. or 10.0 in Hg. A radius of influence of 350 feet is unrealistic and is a result of the preferential pathways in the residuum or fractured rock.

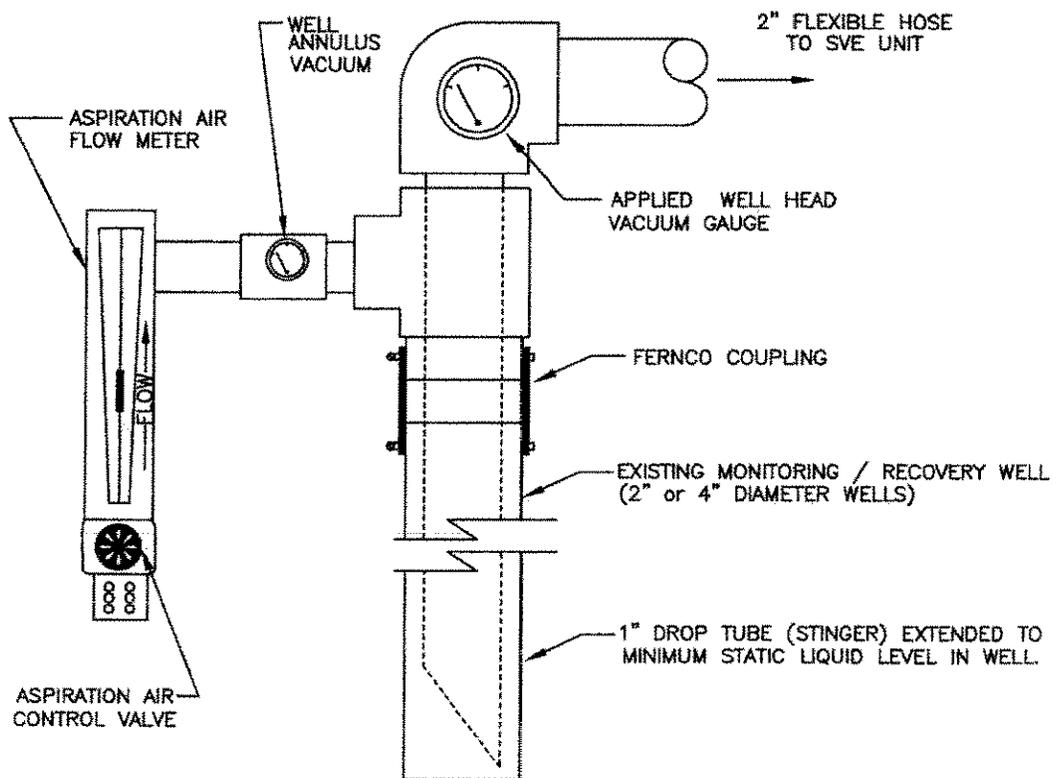
The drawdown observed during the pilot test was plotted versus horizontal distance from the extraction well. The data indicates that the differing fractures located in the rock or residuum are interconnected in the subsurface based on water elevation changes in the deep wells, DW-1R, DW-2R, and DW-3, while applying vacuum and extracting water at MW-11R. The deep wells installed at the site recorded the largest drawdown of all the observation wells. At the engineering standard of 0.10 feet drawdown, the cone of depression would be approximately 75 feet. However, due to the discontinuities in the subsurface and the uncertainty of the location of the fractures and preferential pathways, a conservative cone of depression of 50 feet will be used as the radius of influence to ensure capture of the VOC and SVOC impacted groundwater contained within the residuum and fractured rock. The flowrates recorded during the MPE pilot test and the depths below grade to groundwater indicate that down-hole pneumatic pumps would be needed to overcome the pressure head to deliver water to the remediation system location.

Pilot test activities were performed to determine if multi-phase extraction would be an effective means of remediation. Based on evaluation of the data outlined above, it

appears that MPE technology would not be an effective means of remediation of the site contamination. This technology would require a very large vacuum blower to overcome the pressure head and distance to the available remediation system locations. Additionally, the soil/source removal action at the site has eliminated soils above the applicable RRS. Therefore, traditional pneumatic down-hole pumps as employed with a pump and treat system would be most effective to remove the impacted groundwater and treat above ground.



<p>KEMTRON ENVIRONMENTAL SERVICES</p>		NOT TO SCALE		<p>DATE: 31 JULY 2006 PROJECT NO.: SE4352-001-001 DWG. FILE NO.: MPE EQUIP.</p>		FIGURE 2	PROCESS FLOW DIAGRAM MPE EQUIPMENT
		DRAWN BY: KG	REVIEWED:	APPROVED:			



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DRAWN BY:	DATE
KG	31 JULY 2006
REVIEWED:	PROJECT NO.
	SE4253-001-001
APPROVED:	DWG. FILE NO.
	TEST WELL

FIGURE 3

TEST WELL MANIFOLD ASSEMBLY

**Figure 4. Multiphase Extraction Pilot Test Results
Distance from Extraction Point vs. Drawdown
Providence Park, Project SE 4352
Alpharetta, GA
July 24, 2006**

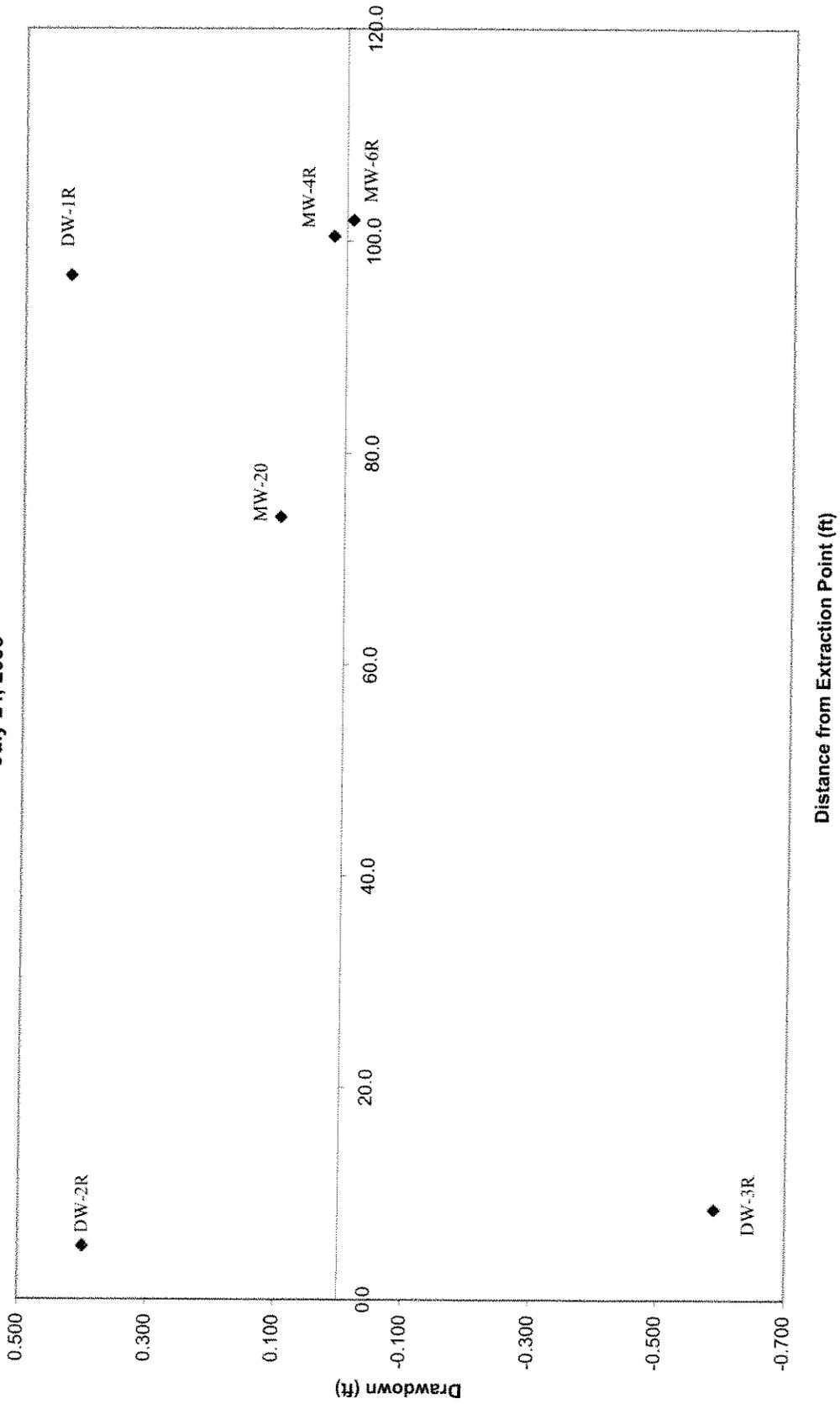


Figure 5A.
Soil Vapor Extraction Pilot Test Results
Distance from extraction point vs Induced vacuum pressure
Providence Park, Project SE 4352
Alpharetta, GA
July 24, 2006

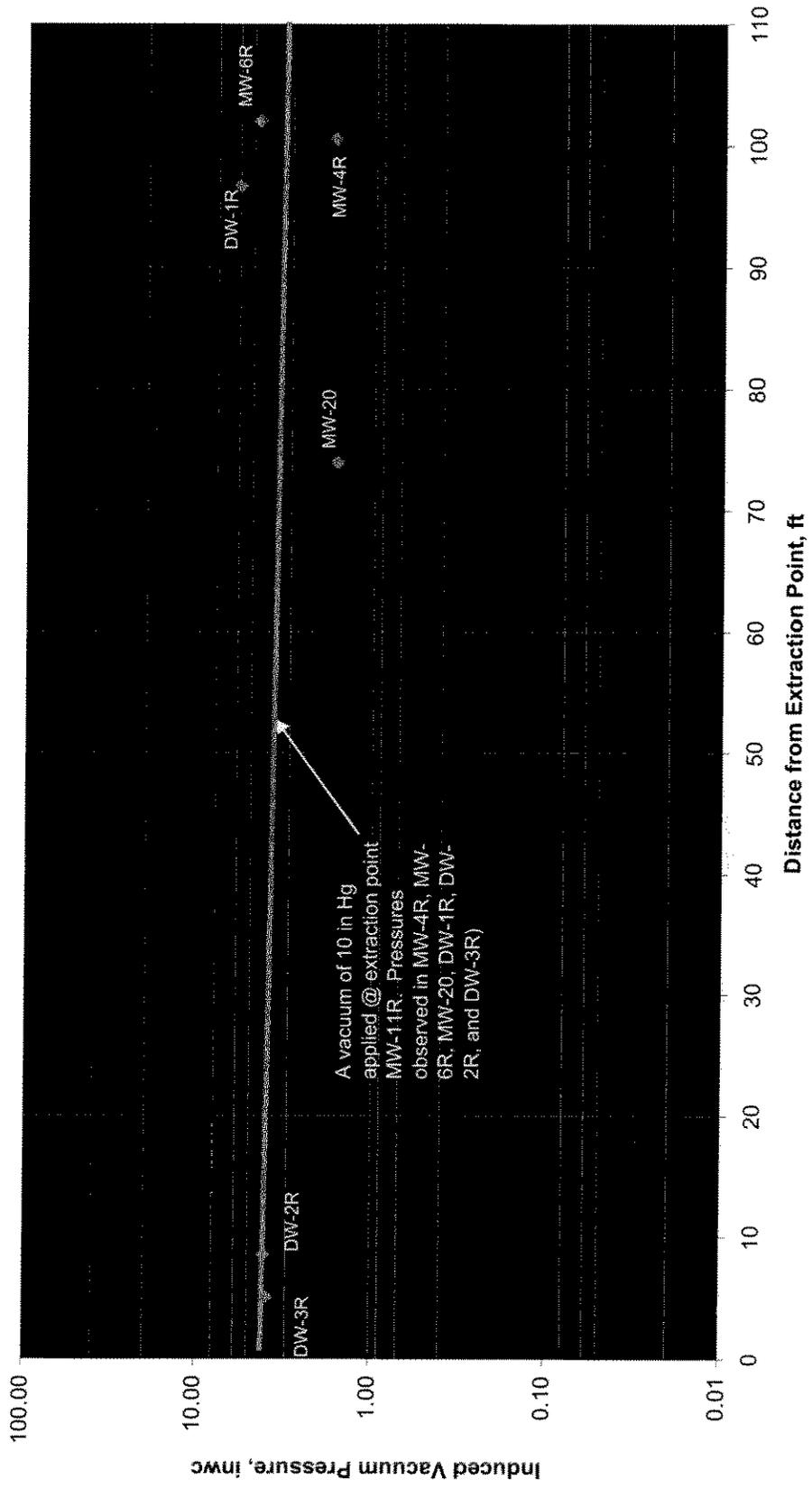
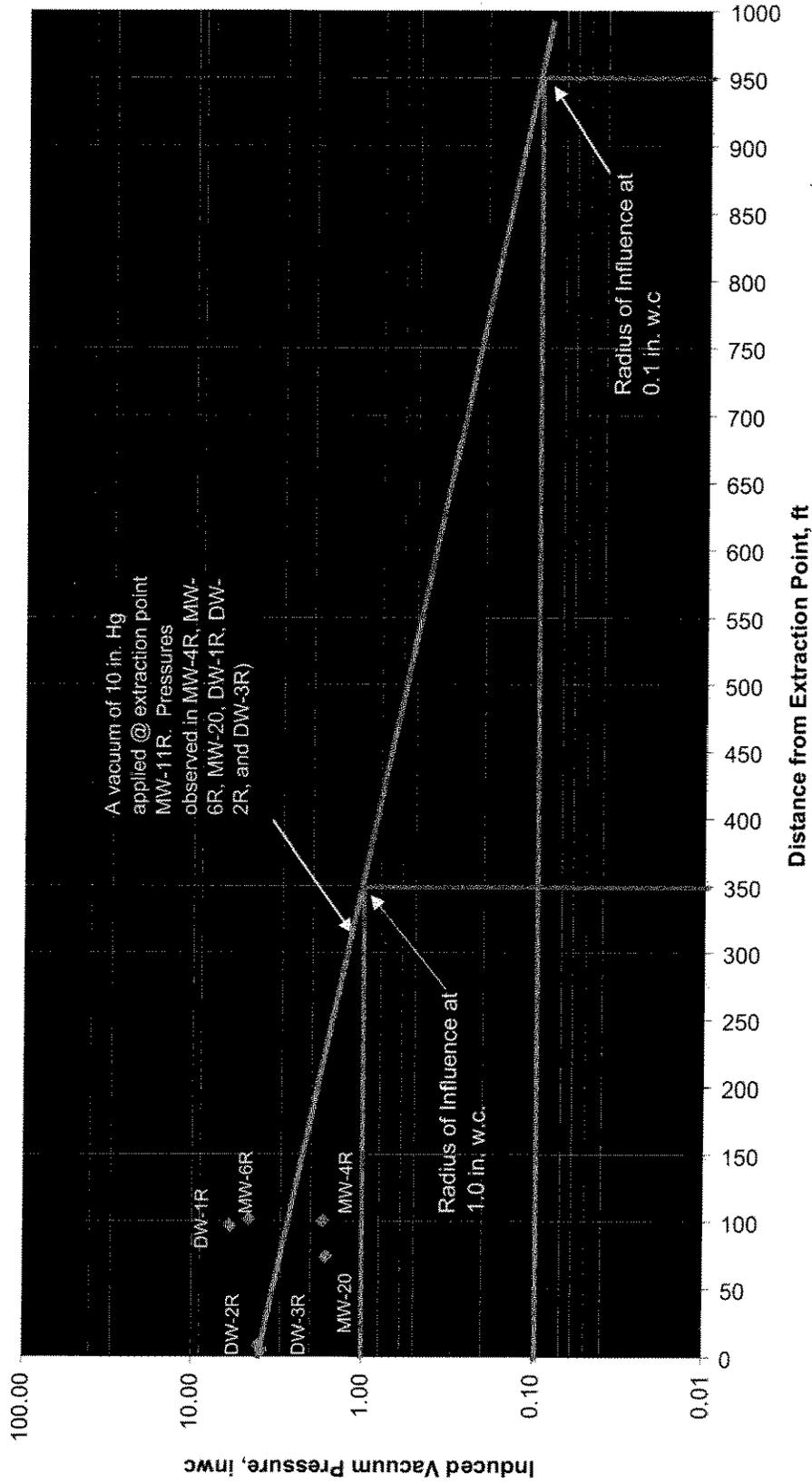
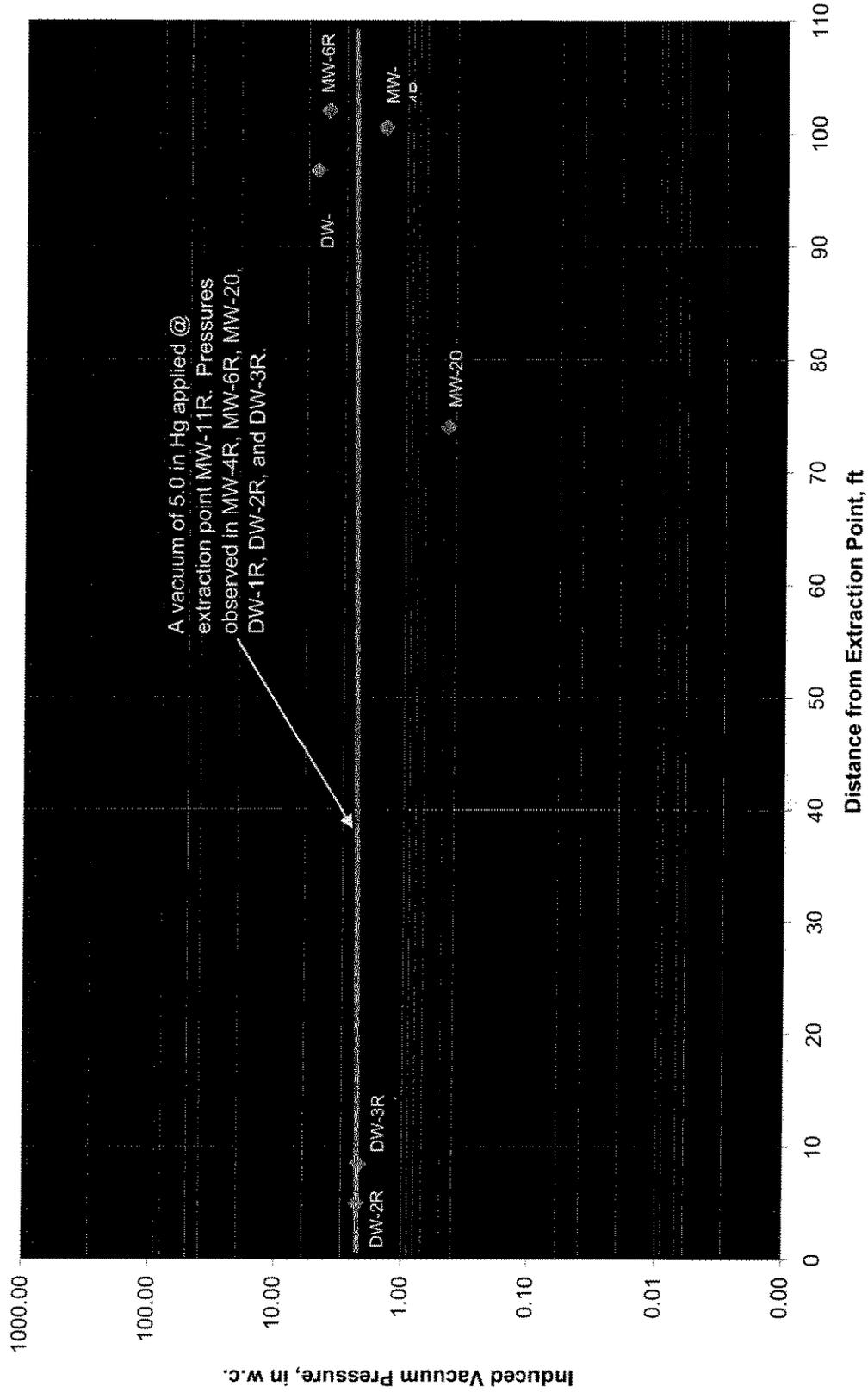


Figure 5B.
Soil Vapor Extraction Pilot Test Results
Distance from extraction point vs induced vacuum pressure
Providence Park, Project SE 4352
Alpharetta, GA
July 24, 2006



K:\Projects\4351-4375\SE4352-Providence Park\MPE Pilot test\vac\distance - Providence Park expanded 10.0 graph

Figure 5
 Soil Vapor Extraction Pilot Test Results
 Distance from extraction point vs Induced vacuum pressure
 Providence Park, Project SE 4352
 Alpharetta, GA
 July 24, 2006



Appendix A
Multi-phase Pilot Test Data

APPENDICES



Appendix B
Equipment Data Sheets

SIEMENS

2BL-Series Vacuum Pump

The Siemens *new* 2BL series vacuum pump is an ideal alternative to standard rotary vane vacuum pumps:

NEW

This revolutionary product *requires no external water supply or oil*, and it's remarkably easy to use—just plug it in and let it run. Take a close look at the 2BL'S features and you'll agree—vacuum technology has taken a giant leap forwards.

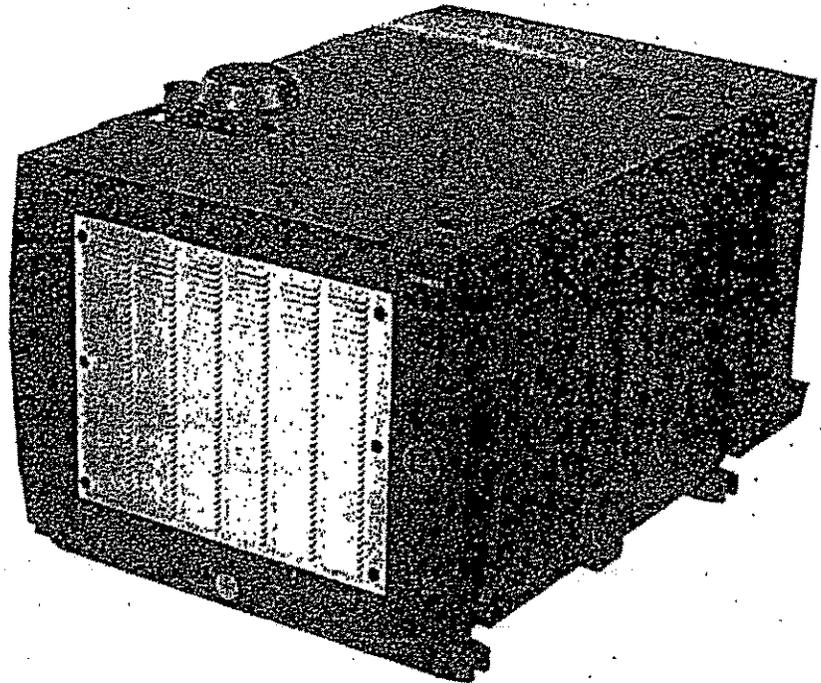
Patented Technology

Features of the 2BL Series Vacuum Pump:

- Oil free
- Maintenance free
- Self-contained internal water circuit
- Insensitive to dust and water vapor
- Discharges totally clean air
- Compact, quiet and cool running
- Capacity of 20 to 180 cfm; generates 28.5 inches of HgV
- Easy to install; simply plug it in to a power source and it's ready to run.

Typical Applications

- Medical Vacuum
- Vacuum Holding (routing machines)
- Electronics
- Pneumatic Conveying
- Food Processing
- Packaging Machines (blister packaging, vacuum forming)



The Totally Cool Pump. An Ingenious Principle.

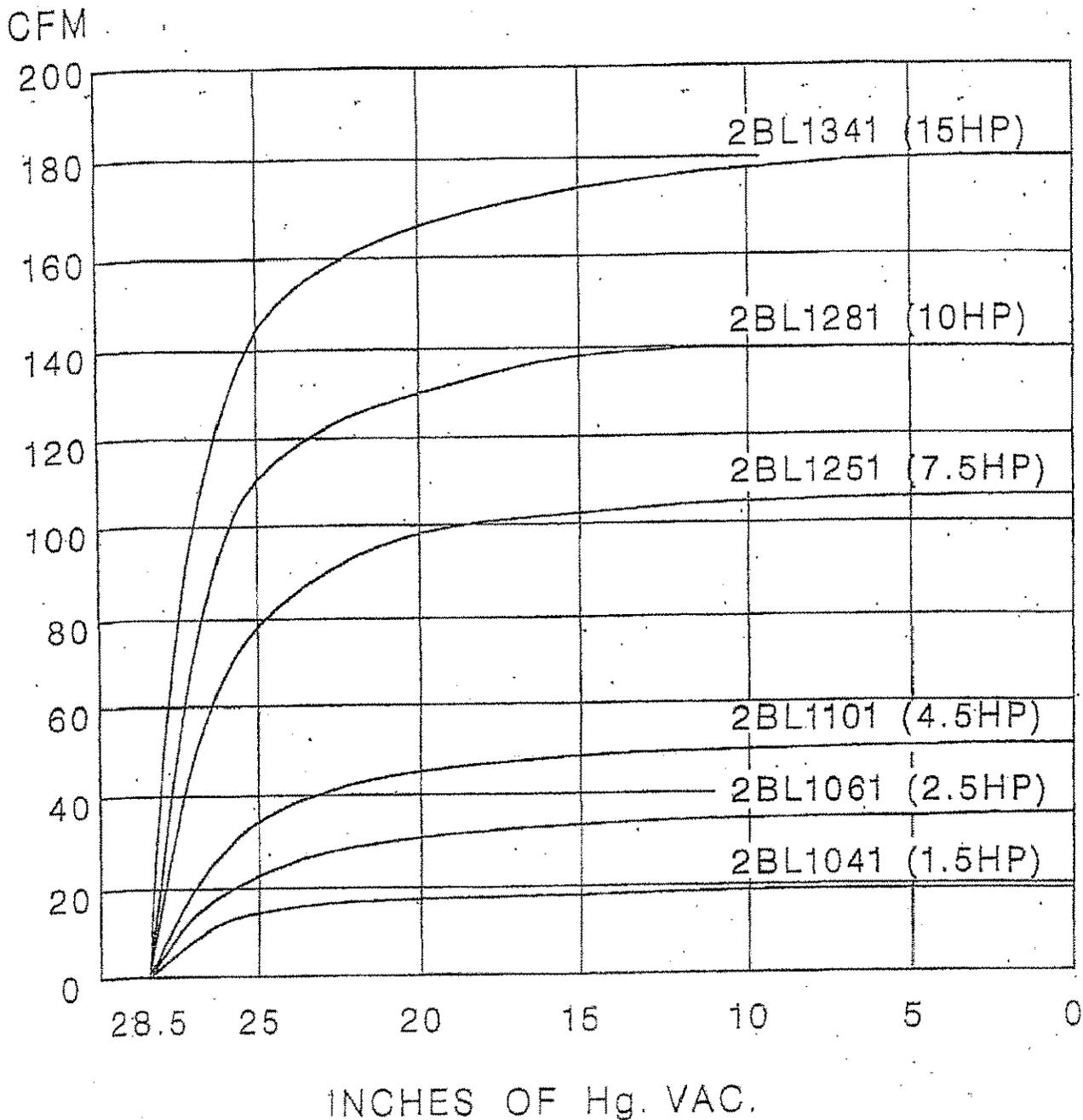
With an operating temperature that stays below 110 degrees F, the patented 2BL cools exhausted air below the intake temperature, and dries it at the same time. Cool, clean air is the only thing discharged on the delivery side. Condensed water returns to the internal water system, so there's no need for an external water supply.

Technical Information and Sales Offices on reverse side.

SIEMENS

2BL Series Vacuum Pumps

98711E6.DGN



AIRTECH

150 SO. VAN BRUNT STREET • ENGLEWOOD, NJ 07631

TEL. (201) 869-1173

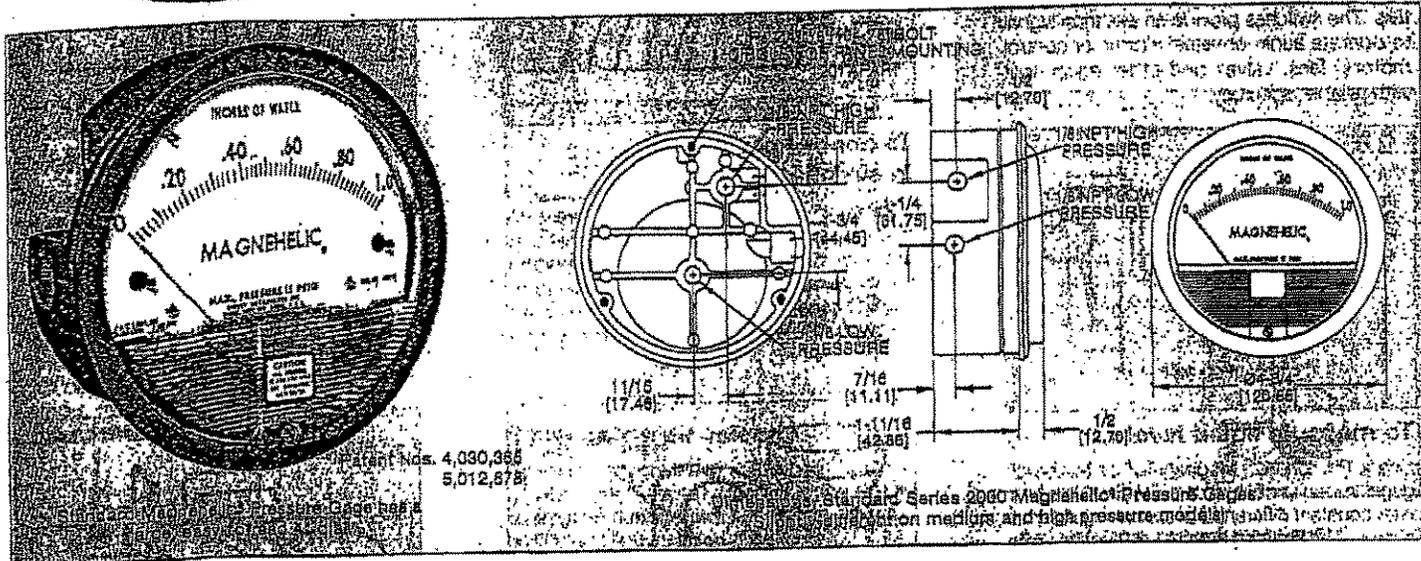
FAX. (201) 569-1699

Pressure



Series 2000 Magnehelic® Differential Pressure Gages

Indicate positive, negative or differential. Accurate within 2%.



Select the Dwyer Magnehelic® gage for high accuracy — guaranteed within 2% of full scale — and for the wide choice of 81 models available to suit your needs precisely. Using Dwyer's simple, frictionless Magnehelic® movement, it quickly indicates low air or non-corrosive gas pressures — either positive, negative (vacuum) or differential. The design resists shock, vibration and over-pressures. No manometer fluid to evaporate, freeze or cause toxic or leveling problems. It's inexpensive, too.

The Magnehelic® is the industry standard to measure fan and blower pressures, filter resistance, air velocity, furnace draft, pressure drop across orifice plates, liquid levels with bubbler systems and pressures in fluid amplifier or fluidic systems. It also checks gas-air ratio controls and automatic valves, and monitors blood and respiratory pressures in medical care equipment.

NOTE: Do Not use with Hydrogen gas. Dangerous reactions will occur.

SPECIFICATIONS

- Temperature Limits: 20° to 140°F* (-7° to 50°C).
 - Pressure Limits: -20" Hg. to 15 psig (-88 kPa to 103 kPa).
 - Overpressure: Relief plug opens at approximately 25 psig (172 kPa).
 - Connections: 1/4" female NPT high and low pressure taps, duplicated — one pair side and one pair back.
 - Housing: Exterior finish is coated gray to withstand 168 hour salt spray corrosion test. Die cast aluminum. Case and aluminum parts indite-dipped.
 - Accuracy: Plus or minus 2% of full scale (3% on -Q and 4% on -00 ranges), throughout range at 70°F (21°C).
 - Standard Accessories: Two 1/4" NPT plugs for duplicate pressure taps, two 1/2" pipe thread to rubber tubing adapters and three flush mounting adapters with screws. (Mounting ring and snap ring retainer substituted for 3 adapters in MP & HP gage accessories.)
 - Weight: 1 lb. 2 oz. (460 g)
- *Low temperature models available as special option.
 †For applications with high cycle rate within gage total pressure rating, next higher rating is recommended. See Medium and High pressure options at lower left.

OPTIONS AND ACCESSORIES

- Transparent overlays**
Furnished in red and green to highlight and emphasize critical pressures.\$12.50 net
- Adjustable signal flag**
Integral with plastic gage cover. Available for most models except those with medium or high pressure construction. Can be ordered with gage or separate. .14.25
- LED Setpoint Indicator**
Bright red LED on right of scale shows when setpoint is reached. Field adjustable from gage face, unit operates on 12-24 VDC. Requires MP or HP style cover and bezel.62.50
- Portable units**
Combine carrying case with any Magnehelic® gage of standard range, except high pressure connection. Includes 9 ft. (2.7 m) of 1/4" I.D. rubber tubing, standing bracket and terminal tube with holder.24.50
- Air filter gage accessory package**
Adapts any standard Magnehelic® for use as an air filter gage. Includes aluminum surface mounting bracket with screws, two 5 ft. (1.5 m) lengths of 1/2" aluminum tubing, two static pressure taps and two molded plastic vent valves, integral compression fittings on both taps and valves.23.75

MOUNTING. A single case size is used for most models of Magnehelic® gages. They can be flush or surface mounted with standard hardware supplied. With the optional A-610 Pipe Mounting Kit they may be conveniently installed on horizontal or vertical 1 1/2" - 2" pipe. Although calibrated for vertical position, many ranges above 1" may be used at any angle by simply re-zeroing. However, for maximum accuracy, they must be calibrated in the same position in which they are used. These characteristics make Magnehelic® gages ideal for both stationary and portable applications. A 4 1/4" hole is required for flush panel mounting. Complete mounting and connection fittings plus instructions are furnished with each instrument.

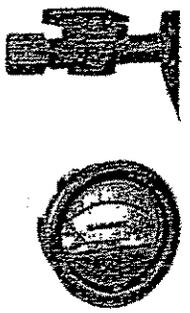


VENT VALVES

In applications where pressure is continuous and the Magnehelic® gage is connected by metal or plastic tubing which cannot be easily removed, we suggest using Dwyer A-310A vent valves to connect gage. Pressure can then be removed to check or re-zero the gage.

HIGH AND MEDIUM PRESSURE MODELS

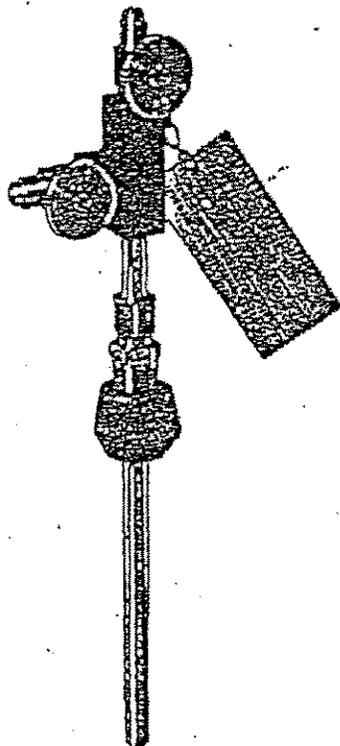
Installation is similar to standard gages except that a 4 1/4" hole is needed for flush mounting. The medium pressure construction is rated for internal pressures up to 35 psig and the high pressure up to 80 psig. Available for all models. Because of larger case, the medium pressure and high pressure models will not fit in a portable case size. Weight 1 lb., 10 oz. Installation of the A-321 safety relief valve on standard Magnehelic® gages often provides adequate protection against infrequent overpressure.





Series DS-200 Flow Sensors

Installation and Operating Instructions



INSPECTION

Inspect the sensor upon receipt of shipment to be certain it is as ordered and not damaged. If damaged, contact carrier.

INSTALLATION

General — The sensing ports of the flow sensor must be correctly positioned for measurement accuracy. The instrument connections on the sensor indicate correct positioning. The side connection is for total or high pressure and should be pointed upstream. The top connection is for static or low pressure.

Location — The sensor should be installed in the flowing line with as much straight run of pipe upstream as possible. This will provide a flow profile as ideal as possible. A rule of thumb is to allow 10-15 pipe diameters upstream and 5 down. The table below lists recommended up and down piping:

PRESSURE AND TEMPERATURE

Maximum 200 psig at 200°F.

UPSTREAM AND DOWNSTREAM DIMENSIONS IN TERMS OF INTERNAL DIAMETER OF PIPE
SEE NOTE #1

UPSTREAM CONDITION	MINIMUM DIAMETER OF STRAIGHT PIPE		
	UPSTREAM		DOWNSTREAM
	IN-PLANE	OUT OF PLANE	
ONE ELBOW OR TEE	7	9	5
TWO 90° BENDS IN SAME PLANE	8	12	5
TWO 90° BENDS IN DIFFERENT PLANE	18	24	5
REDUCERS OR EXPANDERS	8	8	5
ALL VALVES * SEE NOTE 2	24	24	5

* Note #1: Values shown are recommended spacing, in terms of internal diameter for normal industrial metering requirements. For laboratory or high accuracy work, add 25% to values.

* Note #2: Includes gate, globe, plug and other throttling valves that are only partially opened. If valves to be fully open, use values for pipe size change. CONTROL VALVES SHOULD BE LOCATED AFTER THE FLOW SENSOR.

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BETX Solutions, Inc.

P.O. BOX 6376
LAKELAND, FL 33807-6376
PH: 813-544-1038
FAX: 813-544-8290

DWYER INSTRUMENTS, INC.

P.O. BOX 3745 MICHIGAN CITY, INDIANA 46366 USA

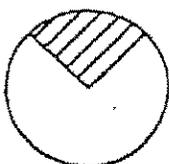
Telephone: 219-772-2000
Fax: 219-772-2057 Telex: 25915

POSITION

Be certain there is sufficient clearance between the mounting position and other pipes, walls, structures, etc. so that the sensor can be inserted through the mounting unit once the mounting unit has been installed onto the pipe.

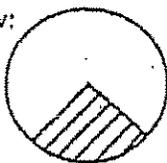
Flow Sensors should be positioned to keep air out of the instrument connecting lines on liquid flows and condensate out of the lines on gas flows. The easiest way to assure this is to install the sensor into the pipe so that air will bleed into, or condensate will drain back to, the pipe.

For air or gas flow:
Install in upper quadrant of pipe

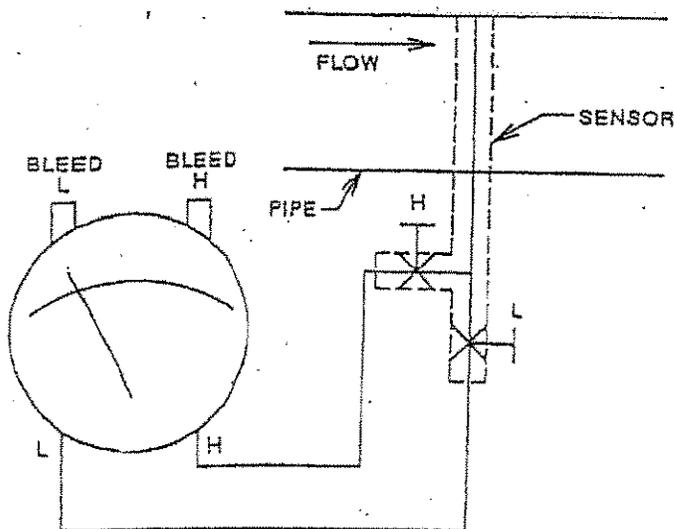


Condensate drains back to pipe.

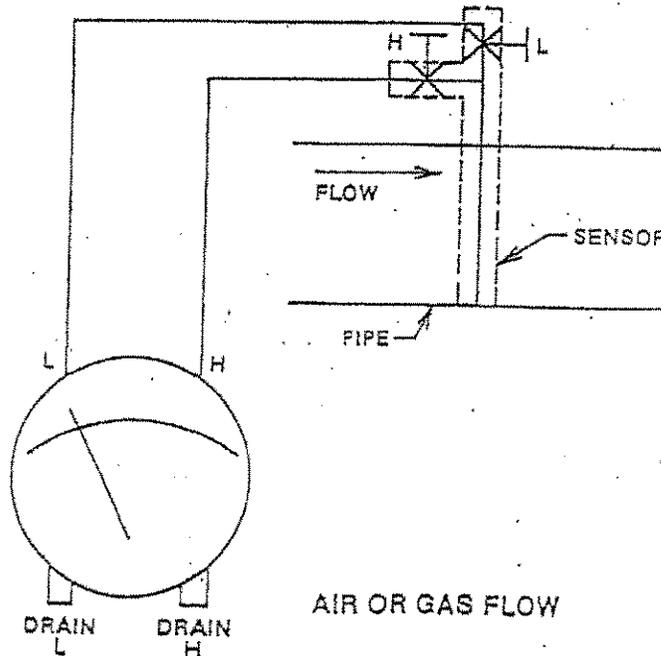
For liquid or steam flow:
Install in lower quadrant of pipe



Air bleeds back to pipe.



WATER FLOW



AIR OR GAS FLOW

INSTALLATION

1. Weld the thread-o-let to the pipe wall.
2. Drill through the center of the thread-o-let into the pipe, with a drill that is slightly larger than the flow sensor diameter.
3. Install the packing gland using proper pipe sealant. If the packing gland is disassembled, note that the tapered end of the ferrule goes into the fitting body.
4. Insert the sensor until it bottoms against the opposite wall of the pipe then withdraw 1/16" to allow for thermal expansion.
5. Tighten packing gland nut finger tight. Then tighten the nut with a wrench an additional 1/4 turns. Be sure to hold the sensor body with a second wrench to prevent the sensor from turning.

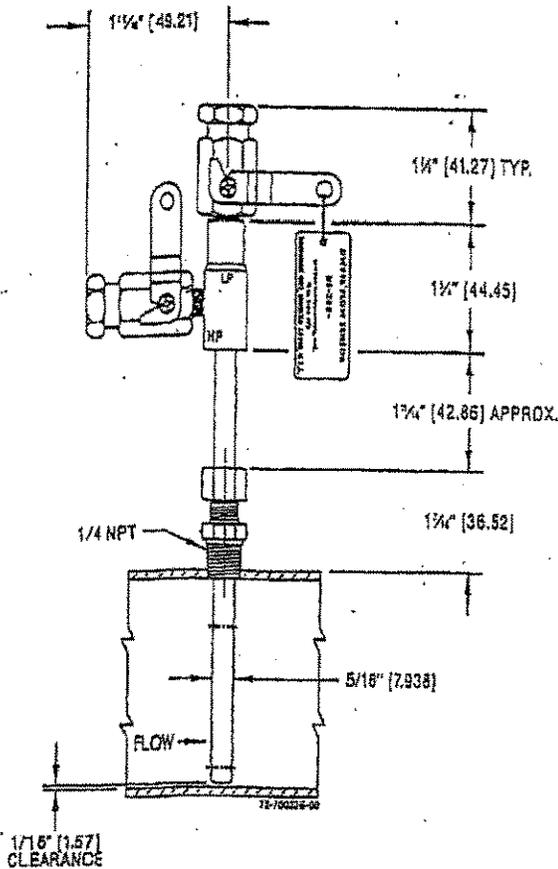
INSTRUMENT CONNECTION

Connect the side connection to the high pressure connection of the Capsuhelic gage or transmitting instrument and the top connection to the low pressure side. See the connection schematics below.

Bleed air from instrument piping on liquid flows. Drain any condensate from the instrument piping on air and gas flows.

Open valves to instrument to place flow meter into service. For permanent installations, a 3-valve manifold is recommended to allow the gage to be zero checked without interrupting the flow. The Dwyer A-471 Portable Test Kit includes such a device.





FLOW CALCULATIONS AND CHARTS

The following information contains tables and equations for determining the differential pressure developed by the DS-300 Flow Sensor for various flow rates of water, steam, air or other gases in different pipe sizes.

This information can be used to prepare conversion charts to translate the differential pressure readings being sensed into the equivalent flow rate. Where direct readout of flow is required, use this information to calculate the full flow differential pressure in order to specify the exact range of Dwyer Magnehelic or Capsuhelic gage required. Special ranges and calculations are available for these gages at minimal extra cost. See bulletins A-30 and F-41 for additional information on Magnehelic and Capsuhelic gages and DS-300 flow sensors.

For additional useful information on making flow calculations, the following reference is recommended: Crane Valve Co. Technical Paper No. 410 "Flow of Fluids Through Valves, Fittings and Pipe." It is available from Crane Valve Co., 104 N. Chicago St., Joliet, IL 60431. Phone 815/727-2600. Price including shipping is \$20.00

Using the appropriate differential pressure equation from page 4, calculate the differential pressure generated by the sensor under normal operating conditions of the system. Check the chart below to determine if this value is within the recommended operating range for the sensor. Note that the data in this chart is limited to standard conditions of air at 60°F (15.6°C) and 14.7 psia static line pressure or water at 70°F (21.1°C). To determine recommended operating ranges for other gases, liquids and/or operating conditions, consult the factory.

Note the column on the right side of the chart which defines velocity ranges to avoid. Continuous operation within these can result in damage to the flow sensor caused by excess vibration.

Pipe Size (Schedule 40)	Flow Coefficient "K"	Operating Ranges Air @ 60°F & 14.7 psia (D/P Inches W.C.)	Operating Ranges Water @ 70°F (D/P Inches W.C.)	Velocity Ranges Not Recommended (Feet per Second)
1	0.52	1.10 to 186	4.00 to 676	146 to 220
1 1/4	0.58	1.15 to 157	4.18 to 568	113 to 170
1 1/2	0.58	0.88 to 115	1.36 to 417	96 to 144
2	0.64	0.75 to 75	2.72 to 271	71 to 108
2 1/2	0.62	1.72 to 53	6.22 to 193	56 to 85
3	0.67	0.39 to 35	1.43 to 127	42 to 64
4	0.67	0.28 to 34	1.02 to 123	28 to 43
6	0.71	0.64 to 11	2.31 to 40	15 to 23
8	0.87	0.10 to 10	0.37 to 37	9.5 to 15
10	0.70	0.17 to 22	0.60 to 79	6.4 to 10



DWYER INSTRUMENTS, INC.

200 Edwards Michigan City, Indiana 46311 U.S.A.

Phone: 219/339-3000 Fax: 219/339-3057

FLOW EQUATIONS

1. Any Liquid

$$Q \text{ (GPM)} = 5.668 \times K \times D^2 \times \sqrt{\Delta P / S_f}$$

Steam or Any Gas

$$Q \text{ (lb/Hr)} = 359.1 \times K \times D^2 \times \sqrt{p \times \Delta P}$$

3. Any Gas

$$Q \text{ (SCFM)} = 128.8 \times K \times D^2 \times \sqrt{\frac{P \times \Delta P}{(T+460) \times S_g}}$$

DIFFERENTIAL PRESSURE EQUATIONS

1. Any Liquid

$$\Delta P \text{ (in. WC)} = \frac{Q^2 \times S_f}{K^2 \times D^4 \times 82.14}$$

2. Steam or Any Gas

$$\Delta P \text{ (in. WC)} = \frac{Q^2}{K^2 \times D^4 \times p \times 128,900}$$

3. Any Gas

$$\Delta P \text{ (in. WC)} = \frac{Q^2 \times S_g \times (T+460)}{K^2 \times D^4 \times P \times 16,590}$$

TECHNICAL NOTATIONS

The following notations apply:

- ΔP = Differential pressure expressed in inches of water column.
- Q = Flow expressed in GPM, SCFM or PPH as shown in equation.
- K = Flow coefficient — See Values Tabulated on page 3.
- D = Inside diameter of line size expressed in inches. For square

& rectangular ducts use $D = \sqrt{\frac{4 \times \text{Height} \times \text{Width}}{\pi}}$

- P = Static Line pressure (psia) *14.7*
- T = Temperature in degrees Fahrenheit (plus 460 = °Rankin)
- p = Density of medium in pounds per cubic foot
- S_f = Sp Gr at flowing conditions
- S_g = Sp Gr at 60°F

SCFM TO ACFM EQUATION

$$\text{SCFM} = \text{ACFM} \times \left(\frac{14.7 + \text{PSIG}}{14.7} \right) \left(\frac{520^\circ}{460 + ^\circ\text{F}} \right)$$

$$\text{ACFM} = \text{SCFM} \times \left(\frac{14.7}{14.7 + \text{PSIG}} \right) \left(\frac{460 + ^\circ\text{F}}{520} \right)$$

$$\text{POUNDS PER STD. CUBIC FOOT} = \text{POUNDS PER ACT. CUBIC FOOT} \times \left(\frac{14.7}{14.7 + \text{PSIG}} \right) \left(\frac{460 + ^\circ\text{F}}{520} \right)$$

$$\text{POUNDS PER ACT. CUBIC FOOT} = \text{POUNDS PER STD. CUBIC FOOT} \times \left(\frac{14.7 + \text{PSIG}}{14.7} \right) \left(\frac{520}{460 + ^\circ\text{F}} \right)$$

1 CUBIC FOOT OF AIR = 0.076 POUNDS PER CUBIC FOOT AT 60°F AND 14.7 PSIA

*(520 = 460 + 60°) Std. Temp. Rankine



Appendix B

References

References

- Dwyer Instruments Inc. Manual " Series DS-200 Flow Sensors", 1989
- US EPA, "Air Emissions From Petroleum UST Cleanups", Office of UST, 1989
- US Air Force, AFCEE, " Engineering Evaluation For Bioslurper", March 1997
- US Army Corps of Engineers, "Soil Vapor Extraction And Bioventing", 2002
- US EPA, "Assessing UST Corrective Action Technologies", 1996
- US Army Corps of Engineers, "Multi-Phase Extraction", 1999
- Keet, BA, "Bioremediation of Petroleum Hydrocarbons", 1995

9.4 AIR STRIPPER MODELER PRINT OUT

QED Air Stripper Model ver. **8/7/2006**
cl.10

Site Data

Name: Jeanette Hamm **e-mail:** jhamm@kemron.com
Project: Providence Park
Units: English **Altitude:** 1000 ft
Air Temp: 70 F **Flow:** 10 gpm
Water Temp: 65 F
Stripper: EZ-Stacker 4.xp - [Click for details](#) **Stripper Air Flow:** 280 cfm
Stripper Max Flow: 40 gpm

Water Results

Contaminant	Influent (ppb)	Target (ppb)	4-Tray Results (ppb)	4-Tray %Removal	6-Tray Results (ppb)	6-Tray %Removal
toluene	5080	1000	< 1	100.000	< 1	100.000
ethylbenzene	1060	700	< 1	100.000	< 1	100.000
trichloroethylene (TCE)	237	5	< 1	100.000	< 1	100.000
tetrachloroethylene (PERC, PCE)	211	5	< 1	100.000	< 1	100.000
naphthalene	20	15	< 1	100.000	< 1	100.000
c-1,2-dichloroethylene	29	18	< 1	100.000	< 1	100.000
vinyl chloride (chloroethylene)	10	2	< 1	100.000	< 1	100.000

Air Results

Contaminant	4-Tray (ppmV)	4-Tray (lb/hr)	6-Tray (ppmV)	6-Tray (lb/hr)
toluene	6.5749	0.02543	6.5749	0.02543
ethylbenzene	1.1907	0.00531	1.1907	0.00531
trichloroethylene (TCE)	0.2151	0.00119	0.2151	0.00119
tetrachloroethylene (PERC, PCE)	0.1517	0.00106	0.1517	0.00106
naphthalene	0.0186	0.00010	0.0186	0.00010
c-1,2-dichloroethylene	0.0357	0.00015	0.0357	0.00015
vinyl chloride (chloroethylene)	0.0191	0.00005	0.0191	0.00005

Notes

Copyright -- QED Treatment Equipment, PO Box 3726, Ann Arbor, MI 48106.

PH-> 1-800-624-2026 or 1-734-995-2547, FX-> 1-734-995-1170. E-mail->info@qedenv.com. WEB->www.qedenv.com.

The QED modeler estimates unit performance for the listed contaminants. **Results assume -**

1. dissolved-phase contaminant within a water matrix
2. clean stripper air
3. no surfactants, oil, grease or other immiscible phase(s) in the influent
4. unit operated within the given parameters and as instructed in the O&M manual

Stripper performance shall meet or exceed either the required effluent concentration(s) or effluent estimates, whichever is greater, for the conditions supplied and assumes the influent concentrations of each contaminant are less than 25% solubility in water. QED makes no claim of the model's accuracy beyond the 25% solubility in water limit.

Contact Us

Fill out your contact and project information and click Send to have a QED Treatment application specialist contact you.

Name -

Company -

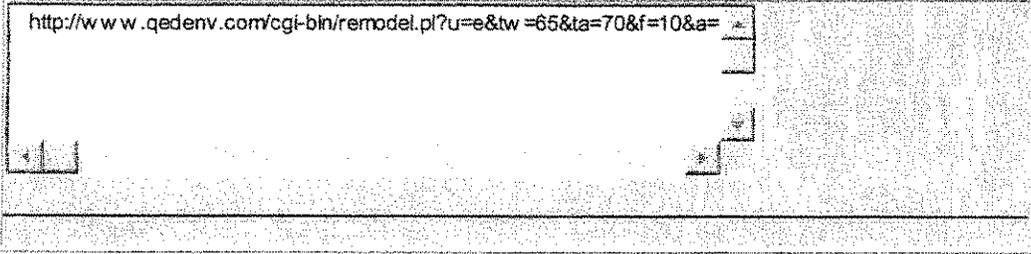
Phone - Fax -

e-mail - Project -

Application Notes

Save Data

Use the following URL to reconstruct your data form for future remodeling with changes. This URL can be saved in any text file for record keeping and later retrieval. This run's URL:



SECTION 10**PRICING UTILIZATION FORM****(To be provided in a separately sealed and identifiable envelope)**

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete the Price Proposal Form to include the following. The Contractor shall complete the following pricing form for the work tasks as described in above in Section 3.3.

A) REMEDIATION, MEETINGS AND REPORT PREPARATION

Provide the costs for the following tasks including labor, equipment, materials and installation:

Item No.	Remediation Tasks	Quantity	Unit	Unit Cost	Value
1	Mobilization				
2	Installation of Extraction Wells				
3	Trenching, Concrete Pad, Fencing				
4	System Install				
5	Monthly System Operations				
6	Quarter Sampling				
7	Annual Sampling and Reporting				
8	System Decommissioning & Well closure				
9	Meetings	2			
10	**Remediation/Engineering Contingency	NA	NA	\$225,000	\$225,000
	Subtotal				

(B) PROPERTY MAINTENANCE

Provide the cost for the following items including labor, equipment and materials:

Item No.	Property Maintenance Contingency	Quantity	Unit	Unit Cost	Value
1	Grass and vegetation removal	NA	NA	NA	
2	Erosion and Sedimentation Control	NA	NA	NA	\$25,000
	Subtotal				

TOTAL ITEMS A THROUGH ITEM B INCLUSIVE

the amount of _____ Dollars (\$_____)

(C) Contingency Funds Utilization

Provide a rate sheet identify hourly rates for key staff and the overhead and markup for subcontractors and materials.

TOTAL BID PRICE, INCLUDING THE ITEMS DESCRIBED ABOVE.

\$

(Total Bid Price in Dollars)

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

- 2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

- 3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared

_____, the undersigned known to me to be the person

described in the foregoing Affidavit and acknowledge that he (she) executed the same in

the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	
PRIME CONTRACTOR		Contract Award Date	Contract Award Amount
Name:			
Address:			
Telephone #:			
		Change Order Amount	Contract Period Starting Date
			Contract Period Ending Date
			% Complete to Date

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
TOTALS						

Executed By: _____ (Signature) _____ (Printed Name)
 Notary: _____ Date: _____
 My Commission Expires: _____

SECTION 7 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S LIABILITY INSURANCE (Aggregate)	BY ACCIDENT - EACH ACCIDENT - BY DISEASE - POLICY LIMIT - BY DISEASE - EACH EMPLOYEE -	-	\$500,000 \$500,000 \$500,000
---	--	---	-------------------------------------

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence - General Aggregate	-	\$1,000,000 -\$2,000,000
Products\Completed Operation	Aggregate Limit	-	-\$1,000,000
Personal and Advertising Injury	Limits	-	-\$1,000,000
Fire Damage	Limits	-	-\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE
Combined Single Limits (Including operation of non-owned, owned, and hired automobiles)**

Each Occurrence	-	\$1,000,000
-----------------	---	-------------

**4. ELECTRONIC DATA PROCESSING LIABILITY
(Required if computer contractor)**

Limits	-	\$1,000,000
--------	---	-------------

- 5. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - \$2,000,000
- 6. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
(Required if respondent providing quotation for professional services).
- 7. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**SECTION 8
SAMPLE CONTRACT**

AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, 2007 by and between FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and _____, hereinafter referred to as "CONTRACTOR":

WITNESSETH

WHEREAS, COUNTY through its Department of Environment and Community Development (hereinafter referred to as the "DEPARTMENT") desires to retain a qualified and experienced contractor to perform certain services for the Providence Park Remediation Project (hereinafter, referred to as the "PROJECT").

WHEREAS, CONTRACTOR has represented to COUNTY that it is experienced and has qualified and local staff available to commit to the PROJECT and COUNTY has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1. CONTRACTOR/OWNER AGREEMENT: COUNTY hereby engages CONTRACTOR, and CONTRACTOR hereby agrees to perform the services hereinafter set forth. This Agreement, together with COUNTY'S request for proposal #_____, acknowledgements, the Agreement, general conditions, specifications, addenda, exhibits, drawings, accepted portions of CONTRACTOR'S submitted proposal, attached as Exhibit "___", and change orders shall all form essential parts of this Agreement. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the COUNTY'S and the CONTRACTOR'S duly authorized representatives and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) Change Orders, 5) the Exhibits, 6) any portion of CONTRACTOR'S proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT: COUNTY and CONTRACTOR agree the PROJECT is as described in Exhibit "___" entitled Scope of Work. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this AGREEMENT as if they were contained herein.

ARTICLE 4. SCOPE OF SERVICES: Unless modified in writing by both parties in the manner specified in the Agreement, duties of CONTRACTOR shall not be construed to exceed those services

specifically set forth herein. CONTRACTOR agrees to provide all services, products, and data and to perform all tasks described in Exhibit “___” entitled, Scope of Work.

ARTICLE 5. DELIVERABLES: CONTRACTOR shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in the Request for Proposal. Deliverables shall be furnished to COUNTY by CONTRACTOR in a media of form that is acceptable and usable by COUNTY at no additional cost at the end of the Project. The acceptable media shall be hardcopies and/or electronic as requested by the COUNTY.

ARTICLE 6. SERVICES PROVIDED BY COUNTY: CONTRACTOR shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the Project. COUNTY shall have the final decision as to what data and information is pertinent.

COUNTY will appoint in writing a COUNTY authorized representative with respect to work to be performed under this AGREEMENT. The COUNTY’S Authorized Representative shall have complete authority to transmit instructions, receive information, and define COUNTY’S policies consistent with COUNTY rules and regulations. CONTRACTOR may rely upon written consents and approvals signed by COUNTY’S Representative.

ARTICLE 7. MODIFICATIONS/CHANGE ORDERS: If during the course of performing the work, COUNTY and CONTRACTOR agree that it is necessary to make changes in the Project, such changes will be incorporated by written Change Order and/or supplemental agreements to this AGREEMENT. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK: CONTRACTOR shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONTRACTOR from COUNTY.

ARTICLE 9. TERM OF CONTRACT: The term of this Agreement is from date of award by the Board of Commissioners for twelve months with one (1) year renewable twelve month period, pending availability of funds, contractor’s performance and Board of Commissioners approval.

ARTICLE 10. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES: Compensation for work performed by CONTRACTOR on PROJECT shall be on the basis of rates shown in Exhibit “___” Schedule of Fees. The total contract amount for the PROJECT shall not exceed \$_____ which is full payment for complete scope of services. Invoices for payment shall be submitted to COUNTY by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month.

The CONTRACTOR may submit to the COUNTY, an invoice in a form acceptable to the COUNTY and accompanied by all supporting documentation requested by the COUNTY, for payment and for services that were completed during the preceding month. The COUNTY shall review for approval said invoices. The COUNTY shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the COUNTY, are reasonably in excess of the actual stage of completion. Disputes concerning the payment of submitted invoices shall be resolved pursuant to the disputes process outlined in Article 13. The COUNTY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the CONTRACTOR to the point indicated by such

invoice, or receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay any undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase, an accurate updated schedule, a description of the percentage of total work completed for each phase through the date of the statement and an updated draw-down of the Task-Discipline Matrix submitted with CONTRACTOR'S cost proposal.

The contractor must certify in writing that all Sub-contractors and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all sub-contractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

COUNTY and CONTRACTOR agree that in the event any agreement provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said agreement provision shall control. County shall not be responsible for any interest penalty for any late payment.

ARTICLE 11. PERSONNEL AND EQUIPMENT: CONTRACTOR shall identify in writing a project manager who shall have sole authority to represent CONTRACTOR on all manners pertaining to this contract.

CONTRACTOR represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this AGREEMENT, none of whom shall be employees of or have any contractual relationship with COUNTY. All of the services required hereunder will be performed by CONTRACTOR under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services. Key Personnel, including subcontractors engaged in performing services for contractor under this agreement shall be as indicated in Exhibit "_____".

Written notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services on this PROJECT by CONTRACTOR. No changes or substitutions shall be permitted in CONTRACTOR'S key personnel or subcontractor as set forth herein without the prior written approval of the COUNTY. Changing of key personnel or subcontractor during the course of this PROJECT shall constitute a cause for termination under the terms outlined in Article 14. Termination Of Agreement For Cause of this AGREEMENT.

CONTRACTOR shall employ those people, who are in responsible charge of supervision on the work performed on this PROJECT, duly registered in the State of Georgia in the appropriate area.

CONTRACTOR shall endorse all deliverables including reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of CONTRACTOR and responsible for the work prescribed by this AGREEMENT.

ARTICLE 12. SUSPENSION OF WORK: COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY, or delays caused by third parties not in any way affiliated with CONTRACTOR. The time for completion of the Project shall be extended by the number of days the work is suspended.

ARTICLE 13. DISPUTES: Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the COUNTY'S Authorized Representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The CONTRACTOR shall have thirty (30) days from date of receipt to appeal the decision to the County Manager or designee by mailing or otherwise furnishing to the County Manager or designee, a copy of written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this AGREEMENT, unless the same is fraudulent, or capricious, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with performance of the Agreement and in accordance with the Director of Public Works' decision.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE: (1) Either COUNTY or CONTRACTOR may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement and fails to correct the failure or make material progress towards correcting the failure within 10 days of having received notice of the failure from the other party. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. TIME IS OF THE ESSENCE and if the CONTRACTOR refuses or fails to perform the work, maintain the scheduled level of effort as proposed and described in Exhibit "____" entitled, Scope of Services, or any separable part thereof, with such diligence as will insure completion of the work within specified time period, as more thoroughly described in Article 8, or any extension or tolling thereof, or fails to complete said work within such time the County may terminate the Agreement for cause. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of COUNTY shall constitute cause for termination.

The COUNTY may, by written notice to CONTRACTOR, terminate CONTRACTOR'S right to proceed with the Project and/or such part of the Project as to which there has been a material delay for which the CONTRACTOR is responsible and after have received written notice from COUNTY does not within (10) days thereof correct or make material progress toward correcting the delay. In such event, COUNTY may take over the work and perform the same to completion, by CONTRACTOR otherwise, and CONTRACTOR shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the COUNTY as stated in Exhibit "____" entitled, Deliverables. CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by County. Whether or not the CONTRACTOR'S right to proceed with the work has been terminated, the CONTRACTOR shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'S refusal or failure to complete the work within the specified time period, and said damages shall include, but not limited to, any additional costs associated with the COUNTY obtaining the services of another Contractor to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY: Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONTRACTOR. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONTRACTOR will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. WAIVER OF BREACH: The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONTRACTOR: CONTRACTOR shall perform the services under this AGREEMENT as an independent contractor and nothing contained herein shall be construed to be inconsistent with relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute CONTRACTOR or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 18. RESPONSIBILITY OF CONTRACTOR: CONTRACTOR is employed to render a professional service only and any payments made to CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the work. CONTRACTOR shall follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to CONTRACTOR'S failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by COUNTY and at CONTRACTOR'S expense.

ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS: CONTRACTOR will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other contractors. CONTRACTOR shall fully cooperate with such other related contractors and COUNTY employees or appointed committees. CONTRACTOR shall provide within his schedule of work, time and effort to coordinate with other contractors under contract with COUNTY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by COUNTY employees. CONTRACTOR shall not be liable or responsible for delays of third parties not under its control nor affiliated with CONTRACTOR in any manner.

ARTICLE 20. ACCURACY OF WORK: During the term of the Contract, CONTRACTOR shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve CONTRACTOR of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities brought to the attention of the CONTRACTOR within one year of the completion of the erroneous or ambiguous work. CONTRACTOR shall prepare any plans, report, fieldwork, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to CONTRACTOR. CONTRACTOR shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK: Authorized representatives of COUNTY may at all reasonable times review and inspect PROJECT activities and data collected under this AGREEMENT and amendments thereto. All reports, drawings, studies, specifications, estimates, results, maps and computations prepared by or for CONTRACTOR, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve CONTRACTOR of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONTRACTOR shall produce progress prints or copies of any work as performed under this Agreement. Refusal by CONTRACTOR to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONTRACTOR until CONTRACTOR complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONTRACTOR.

ARTICLE 22. INDEMNIFICATION: CONTRACTOR shall indemnify, protect, defend, and hold harmless COUNTY, its agents, officers, employees, successors and assigns from and against all loss, costs, claims, liability, lines, damages, suits, and judgments of whatever nature including reasonable attorney's fees, and any claims for contributions or indemnification, arising out of or resulting from negligent acts, errors, or omissions, or willful misconduct in the performance or non-performance of the work. CONTRACTOR'S duty to indemnify applies in connection with, but is not limited to, injury or death of any person or persons, loss of or damage to property caused by or in any way connected with CONTRACTOR'S negligent acts, errors, or omissions, or willful misconduct in the performance or non-performance of the work. The CONTRACTOR'S duty to indemnify shall extend to all claims, damage, loss or expense caused in whole or in part by negligent, intentional or willful performance or non-performance of the work by CONTRACTOR, its agents, representatives, officers, directors, independent contractors, successors, assigns, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR shall not hold harmless or indemnify the COUNTY for the acts or omissions of the County's employees or agents. CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage. These indemnities shall survive the termination of this Agreement (for any cause whatsoever).

ARTICLE 23. CONFIDENTIALITY: CONTRACTOR agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, except as otherwise required by law, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, reports, maps, data and studies prepared by contractor pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of the Environment and Community Development Department.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly or published without prior approval in writing of COUNTY.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by CONTRACTOR without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONTRACTOR, but should any such information be released by COUNTY or by CONTRACTOR with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this AGREEMENT.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION: CONTRACTOR agrees that the COUNTY is the sole owner of all information, data, and materials (hereafter "Information") that are developed or prepared subject to this Agreement. CONTRACTOR or any Subcontractor is not allowed to use or sell such Information subject to this Agreement for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the Department of Environment and Community Development. All electronic files used

in connection to this Agreement, which are by definition, any custom software developed by CONTRACTOR, or commercially available software procured by CONTRACTOR, pursuant to and exclusively for this Agreement, (collectively, the "Software"), shall be turned over to the COUNTY for its use after termination hereof and CONTRACTOR shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by CONTRACTOR and registered in the name of the Director of the DEPARTMENT. The Software as defined hereunder, specifically excludes all software, documentation, information and materials in which CONTRACTOR has pre-existing propriety rights and/or has otherwise been licensed to CONTRACTOR prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Contractor agrees to provide at no cost to County any upgrades to any Software used in connection with Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under this Agreement, except in case of commercial Software licensed to the COUNTY or Director of the DEPARTMENT. Any work developed for use on this project may be released as public domain information by the Director of the DEPARTMENT at his sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONTRACTOR for the purpose of securing business and that CONTRACTOR has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE: CONTRACTOR shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage as specified in Exhibit "___" entitled "Insurance and Risk Management Provisions".

All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the project is accepted by COUNTY. If CONTRACTOR receives notice of non-renewal or material adverse change of any of the above coverage's, CONTRACTOR will promptly advise COUNTY in writing. Failure of CONTRACTOR to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverage's terminates AGREEMENT as of the date that CONTRACTOR should have given notification to COUNTY.

If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONTRACTOR, COUNTY will notify CONTRACTOR thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.

CONTRACTOR will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONTRACTOR of his responsibility to provide insurance coverage as specified nor to relieve CONTRACTOR of his liability for any claims which might arise.

ARTICLE 27. PROHIBITED INTEREST: Conflict of Interest: CONTRACTOR agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CONTRACTOR further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.

Interest of Public Officials: No member, officer or employee of COUNTY during his tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING: CONTRACTOR shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 29. ASSIGNABILITY: CONTRACTOR shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by CONTRACTOR without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this Agreement without any notice to CONTRACTOR of such termination. CONTRACTOR binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE: Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS: At any time during normal business hours and as often as COUNTY may deem necessary, CONTRACTOR shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this AGREEMENT. CONTRACTOR'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by CONTRACTOR. To the extent COUNTY audits or examines such Information related to this AGREEMENT, COUNTY shall not disclose or otherwise make available to third parties any such Information without CONTRACTOR'S prior written consent unless required to do so by a court order. Nothing in this AGREEMENT shall be construed as granting COUNTY any right to make copies, excerpts or transcripts of such Information outside the area covered by this AGREEMENT without the prior written consent of CONTRACTOR. CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the AGREEMENT and for three years from the date of final payment under the AGREEMENT, for inspection by COUNTY or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to COUNTY. CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM: CONTRACTOR shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. CONTRACTOR must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT: No verbal agreement or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY, shall be addressed as follows:

Steven R. Cover, AICP, Director
Fulton County Department of Environment and Community Development
141 Pryor Street, S.W., Suite 5001
Atlanta, Georgia 30303

Notices to CONTRACTOR shall be addressed as follows:

INSERT CONTRACTOR'S CONTACT INFORMATION

ARTICLE 35. JURISDICTION: This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this AGREEMENT shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, CONTRACTOR state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE: Neither COUNTY nor CONTRACTOR shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve

CONTRACTOR from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38 OPEN RECORDS ACT: The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this AGREEMENT. The CONTRACTOR acknowledges that any documents or computerized data provided to the COUNTY by the CONTRACTOR may be subject to release to the public. The CONTRACTOR also acknowledges that documents and computerized data created or held by the CONTRACTOR in relation to the Agreement may be subject to release to the public, to include documents turned over to the COUNTY. The CONTRACTOR shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. The CONTRACTOR shall notify the COUNTY of any Open Records Act requests no later than 24 hours following receipt of any such requests by the CONTRACTOR. The CONTRACTOR shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

ARTICLE 39 CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT: Where the procurement documents do not place a degree or level of service relating to the scope of work, MFBE participation, or any other matter relating to the services being procured, should any proposer submit a response to the COUNTY promising to provide a certain level of service for the scope of work, MFBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the COUNTY and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the CONTRACTOR and the COUNTY, such that the CONTRACTOR'S failure to provide the agreed upon degree or level of service participation shall be a material breach of the Agreement giving the COUNTY just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

WITNESS WHEREOF, each of the parties hereto has caused AGREEMENT to be executed and delivered on this, the _____ day of _____, 2007.

Attest: CONTRACTOR'S NAME

By: _____

Title: _____ Title: _____

Seal (Affix)

Attest: FULTON COUNTY, GEORGIA

By: _____
Clerk to the Commission

John Eaves, Chair
Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Office of County Attorney

By: _____
Angela Parker
Director of Department of Public Works

**SECTION 9
EXHIBITS**

**9.1 CORRECTIVE ACTION PLAN PROVIDENCE
PARK REMEDIATION PHASE I**

CORRECTIVE ACTION PLAN

For

Providence Park Remediation Project – Phase 1

Prepared For:

Fulton County Department of Environment and Community Development
141 Pryor Street, S.W., Suite 2085
Atlanta, GA 30303

RFP No. 05RFPPROVPRK-B

Prepared By:



1359-A Ellsworth Industrial Blvd.
Atlanta, Georgia 30318

August 2006

CORRECTIVE ACTION PLAN

For

Providence Park Remediation Project – Phase 1

Prepared For:

Fulton County Department of Environment and Community Development
141 Pryor Street, S.W., Suite 2085
Atlanta, GA 30303

RFP No. 05RFPPROVPRK-B

Prepared By:



1359-A Ellsworth Industrial Blvd.
Atlanta, Georgia 30318

August 2006

A handwritten signature in black ink, appearing to read "Jeanette Hamm", is written over a horizontal line.

Prepared by Jeanette L. Hamm, P.E.
Project Engineer

8/21/06
Date

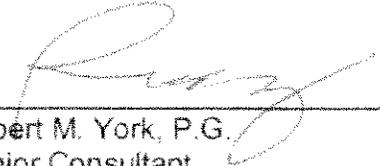
A handwritten signature in black ink, appearing to read "R. York", is written over a horizontal line.

Approved by Robert York, P.G.
Senior Consultant

8/21/06
Date

GROUNDWATER SCIENTIST STATEMENT

I certify that I am a qualified groundwater scientist who has received a baccalaureate or post-graduate degree in the natural sciences or engineering, and have sufficient training and experience in groundwater hydrology and related fields, as demonstrated by state registration and completion of accredited university courses, that enable me to make sound professional judgments regarding groundwater monitoring and contaminant fate and transport. I further certify that this report (Corrective Action Plan dated August 11, 2006, completed for the Fulton County Department of Parks & Recreation) was prepared by myself and appropriate qualified subordinates working under my direction.



Robert M. York, P.G.
Senior Consultant
KEMRON Environmental Services, Inc.
Professional Geologist
Certification Number 001454

8/21/06

Date

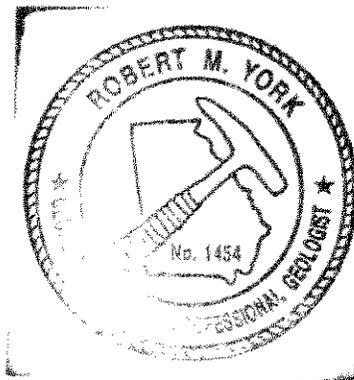


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SECTION 1 INTRODUCTION

The Fulton County Department of Parks & Recreation retained KEMRON to prepare a Corrective Action Plan (CAP) for the Providence Park site. KEMRON has previously completed a Compliance Status Report (CSR) for the site. The site is located in North Fulton County, approximately 2.5 miles to north of downtown area of the City of Alpharetta. A Topographic Location Map has been included as Figure 1 of the Soil Excavation and Groundwater Sampling Summary Report. The subject site was placed on the Georgia Hazardous Site Inventory (HSI) following the discovery of numerous abandoned 55 gallon drums and other debris that had been dumped in the park. Initial soil and groundwater assessments indicated the presence of numerous regulated compounds in soil and groundwater at the site. The CSR was conducted in a manner to meet the requirements of the Georgia HSRA regulations and included the following tasks:

- Identification of Potential Source Areas
- Delineation of the Horizontal and Vertical Extent of COI in Soil and Groundwater
- Receptor Survey
- Surface Water Sampling
- Sediment Sampling
- Structural Analysis
- Development of RRSs
- Determination of Compliance Status
- Ecological Risk Assessment

1.1 SITE DESCRIPTION

The site, known as Providence Park, is a unit of the Fulton County Department of Parks & Recreation. The site consists of approximately 45 acres and is located in North Fulton County, approximately 2.5 miles north of the City of Alpharetta. The park entrance is located off Providence Road, approximately 1.25 miles to north of the intersection with Mayfield Road. The property has been utilized as a park since 1971. Prior to 1971, the property was utilized as a Fulton County road aggregate quarry and maintenance facility. The park consists of one main lodge building, a rock climbing course, a high rope course, a network of walking trails, a small amphitheatre, and a fishing lake (Lake Providence). The lake was reportedly constructed around 1970 as a watershed. An open quarry remains at the park and is utilized as the rock climbing area. An area along the extreme southeastern portion of the lake also appears to have been formerly used a quarry based on aerial photographs obtained by KEMRON. A small stream originates in the bottom of the open quarry, and subsequently intersects a second stream which ultimately forms the lake. The streams form the eastern boundary of the park. The two small tributaries combine to form Sandy Creek. The lake forms the northern boundary of the park. The park is bounded to the south and west by privately owned land that is primarily wooded with scattered residences. Figure 2 of the Soil Excavation and Groundwater Sampling Summary Report is an Area Map showing the general layout of the affected areas, drives, Providence Lake, and other pertinent features.

KEMRON was retained by Fulton County in January 2004 to conduct the removal of up to a reported quantity of sixteen gallon drums that had been discovered at the park. The drums were discovered at the surface in several areas along the northern area of the park, roughly

between the main lodge building and the lake. The majority of the drums were empty or partially filled with soil, leaves and other debris. Single drums and scattered debris were noted in other locations. Among the debris were numerous gasoline containers, small paint cans, and general household debris. Automotive parts were observed at several locations as well. The area of visible drums and/or debris extended northward to the lake bank and northeastward to the headwaters and marshy area of the lake. Areas of discolored soil and solidified paint/epoxy were also noted in isolated locations in these same areas. A localized area of what appears to be roofing material was also visible protruding from the lake bank.

Based on review of aerial photographs obtained by KEMRON, it appears that the area where the majority of the surficial drums were discovered was formerly quarried. It is presumed this activity was carried out until at least 1966 based on the photograph of that date. The aerial photograph dated 1971, shows the area appears to have been filled and limited vegetation is starting to appear over the area. Evidence of the filling activity can be observed today as evidenced by the hummocky nature of the topography in this area.

1.2 PREVIOUS INVESTIGATIONS

KEMRON completed drum removal activities at the site in January 2004. A limited soil assessment was previously conducted by ATC Associates, Inc. KEMRON prepared a CSR for the site in October 2004. The Georgia EPD HSRA Program issued comments to the CSR in a correspondence dated March 10, 2005. KEMRON submitted a response to the Georgia EPD comments on September 25, 2005. KEMRON has received a response to the September 25, 2005 Response to Comments document. A summary of EPD comments and responses has been included below. EPD comments are in bold italicized text.

The background concentrations for soil are as follows:

The Georgia EPD determined that the background concentrations in soil for the following metals; Barium 174 mg/kg, Chromium 9.23 mg/kg and Lead 23.01 mg/kg. The Georgia EPD also determined that the background concentrations for metals in groundwater will be the detection limit.

The concentrations of metals detected October 5, 2004 in MW-9 as presented in the analytical package are the background concentrations for groundwater (there is a typographical error for barium in MW-9). Since all metals concentrations were non-detect, the detection limit will be the background concentrations for metals, VOCs, SVOCs, pesticides, and herbicides in groundwater.

Fulton County concurs with this conclusion.

The approved Risk Reduction Standards of Section 391-3-19-.07 of the Rules for Hazardous Site Response (Rules) are as follows:

The Georgia EPD approved Risk Reduction Standards (RRS) for the various compounds detected at the site. Revised maps showing the areas in soil and groundwater exceeding respective RRS have been included as an attachment to this response.

Fulton County has not completely delineated soil or groundwater horizontally and vertically to background concentrations as specified in 391-3-19-.06(3)(b) of the Rules. Please see additional information under Corrective Action.

Fulton County will be completing additional delineation activities at the site as part of the Soil Remediation and Corrective Action Plan (CAP) activities. Details pertaining to the additional delineation activities is summarized in the Soil Excavation and Groundwater Sampling Summary Report.

Please note that the following chemicals are not regulated substances under the Rules and do not need to be delineated or demonstrate compliance with the risk reduction standards:

Monitoring wells MW-17 and MW-18 were installed solely for the purposes of delineating caprolactam detected at MW-8. These wells were specifically requested by the Georgia EPD HSRA Program in the August 6, 2004 meeting and the subsequent correspondence dated August 26, 2004 for the purpose of delineating caprolactam. Caprolactam was the only compound detected at MW-8.

The statement on page 16 regarding soil delineation is incorrect. Complete delineation of butyl benzyl phthalate, barium and BTEX in soil will not result in delineation of other compounds.

Fulton County will be completing additional delineation activities at the site as part of the Soil Remediation and CAP activities. Results of the additional delineation activities will be presented in the comprehensive report to be prepared upon the completion of the soil excavation and additional delineation activities. KEMRON has completed additional soil delineation as requested by the Georgia EPD in the March 10, 2005 correspondence. This information is summarized in the Soil Excavation and Groundwater Sampling Summary Report.

Third paragraph on page 16 refers to Total Chloroethenes and the figures refer to Total Chlorinated Ethenes. The narrative on page 16 should refer to Total Chlorinated Ethenes.

All future references to this class of compounds will be as Total Chlorinated Ethenes.

The second paragraph of page 17 stated that Acetone was the only VOC detected in soil. EPD disagrees with this statement, as Acetone was not the only VOC detected in soil, BTEX was also detected.

The sentence to which the EPD refers to in this comment does not state that Acetone was the only VOC constituent detected in soil. The sentence asserts that it was "the only VOC constituent detected in numerous soil samples". As pointed out in the remainder of the subject paragraph, this was pointing out that it is likely that the acetone concentrations detected at these specific sampling points are likely the result of chemical reactions of the sample matrix or humic materials with the sodium bisulfate preservative.

Fulton County concluded in the third paragraph of page 17 that "metals concentrations exceeding background appear to be confined to the upper 2-5 ft of the soil profile". This statement is misleading as metals samples were not collected greater than 5 ft.

This statement was not intended to imply that samples were collected at depths greater than 5 ft below grade. This is simply a reference to the fact that the most elevated metals concentrations in soil were detected in the shallow soil samples (0.5 ft) at the HA-1 through HA-11. In addition, the soil sample collected at 0.5 ft at the MW-4 location reported elevated concentrations of barium, chromium, and lead. The sample collected at 3-5 ft at this location indicated concentrations of these metals below background levels. Based on the available data, it appears that the majority of the metals impacted soil at the site is shallow in nature. Soil remediation has been completed at the site. Details are available in the Soil Excavation and Groundwater Sampling Summary Report.

Section 6.1.1 "Conclusions" states that it is unlikely that Acetone and Isopropylbenzene are actually present in sediment due to their volatile nature. EPD disagrees with this statement as both Acetone and Isopropylbenzene were detected in sediment samples.

This statement was not implying that acetone and isopropylbenzene were not detected in the soil samples. However, given the nature of these specific compounds it is unlikely that they could be present in sediment. Contaminants such as pesticides, metals and PCBs, which are present at the site, would be more likely to be present in sediment. Given the amount of organic material in the sediment at the lake, it is likely that the concentrations of acetone and isopropylbenzene are the result of chemical reactions of the humic material and the sodium bisulfate preservative.

Fulton County inferred the metals concentrations detected in groundwater are due to turbidity. However, groundwater turbidity levels were less than 10 NTU.

This reference was made to the analytical results obtained during the May 2004 sampling event as it is included in the Initial Assessment Results section of the report. The turbidity levels were <10 NTU during the October 2004 sampling event.

There are numerous typographical errors on Table 2A, 5A, 2B, 3B and 4B. Please refer to laboratory analytical reports for correct concentrations.

Revised tables were included with this submittal. The revised tables, including the recently obtained additional assessment data, are included in the Soil Excavation and Groundwater Sampling Summary Report.

The following data is missing from the tables:

- ***GP-17 data from 5/6/2004 is missing from all soil tables.***

Soil date for GP-17 was included in the soil tables.

- ***MW-15 (surf) soil data missing from Table 2A and Table 3A***

The MW-15 (surf) sample was analyzed only for metals, and therefore would not be included in Tables 2A and 3A.

- ***GP-8 data is missing from Table 4A***

No data is included for GP-8 in any of the tables. Based on the shallow probe refusal depth at the GP-8 location, no samples were collected.

- **Metals analytical data for soil sample MW-15 (14-16) is missing from Appendix VI**

The only sample collected from MW-15 that was analyzed for RCRA Metals is the surficial sample.

- **Concentrations of pentachlorophenol are not included on numerous lab sheets**

Pentachlorophenol was analyzed by Analytical Environmental Services, Inc. (AES) using EPA Method 8270. KEMRON Analytical Laboratory analyzed for pentachlorophenol using EPA Method 8151B (Herbicides). Pentachlorophenol was erroneously only included on Table 3B, Groundwater and Surface Water Analytical Results – SVOCs 8270.

- **MW-14, MW-15, MW-16 and MW-17 groundwater data for VOCs collected 5/17/04 are missing from Table 2B.**

Monitoring wells MW-14 through MW-17 had not been installed as of May 17, 2004.

- **Sample locations for last set of groundwater analytical data in Appendix VI are not provided.**

Analytical reports included in Appendix VI are for soil and sediment samples only.

The March 10, 2005 EPD correspondence also requested that additional soil and groundwater delineation activities be conducted. Specific locations for soil borings and additional monitoring wells were specified in the correspondence. Details pertaining to the additional delineation activities can be found in the Soil Excavation and Groundwater Sampling Summary Report. KEMRON has not received a response to the September 25, 2005 Response to Comments letter submitted the EPD HSRA Program.

KEMRON was subsequently retained by Fulton County to complete soil remediation activities at the site in November 2005. Soil remediation activities were completed in June 2005. Details pertaining to the soil remediation can be found in the Soil Excavation and Disposal Summary Report dated August 2006. The purpose of this CAP is to propose a groundwater remedy to bring the site in compliance with the applicable RRS.

1.3 RISK REDUCTION STANDARDS

Type 1 and Type 2 Risk Reduction Standards (RRS) were approved for the constituents of concern for both soil and groundwater at the site in the March 10, 2005 EPD correspondence. The Type 1 RRS are the default standard for the particular compound. The Type 2 RRS were based on either RAGS Equations or the Ecological Risk Assessment calculations. Type 2 RRS for groundwater for numerous compounds, particularly acetophenone, arsenic, chromium and cadmium were below the detection limits that can be achieved by the laboratory. Based on a conversation with the EPD, whichever RRS (either Type 1 or Type 2) that is least stringent can be applied to the site.

1.4 CORRECTIVE ACTION COMPLETED TO DATE

KEMRON was retained by Fulton County to complete drum removal services at the site in January 2004. This consisted of the characterization, removal and disposal of approximately 16 55-gallon drums and numerous smaller containers that were visible at the surface at the site. Details pertaining to this removal action can be found in the CSR dated September 2005.

KEMRON completed soil remediation activities at the site in April through June 2006. Approximately 8,331.5 tons of impacted soil were removed from the site and disposed of at the Waste Management landfill in Ball Ground, Georgia. Confirmatory soil samples indicated that the impacted soil at the site was successfully remediated to below respective RRS. Details pertaining to this removal action are summarized in the Soil Excavation and Groundwater Sampling Summary Report dated August 2006.

SECTION 2 GROUNDWATER DELINEATION

2.1 PRE-EXCAVATION SAMPLING EVENT

Prior to initiating soil remediation activities, a comprehensive groundwater sampling event was conducted on March 20 through 23, 2006. All of the existing monitoring wells were sampled for VOCs by EPA Method 8260, SVOCs by EPA Method 8270, RCRA Metals by EPA Method 6010B/7471, PCBs by EPA Method 8082, Pesticides by EPA Method 8081A, and Herbicides by EPA Method 8151B. The wells were sampled using the low-flow/low-stress sampling technique. Groundwater sampling logs are included as Appendix VI of the Soil Excavation and Groundwater Sampling Summary Report.

2.1.1 Total Chloroethenes

Chloroethenes above Type 1/Type 2 RRSs were detected at monitoring well MW-6 during the pre-excavation groundwater sampling event. PCE, TCE, cis-1,2-DCE, and VC were detected at MW-6 at concentrations of 1,150 ug/L, 1,750 ug/L, 1250 ug/L, and 29.2 ug/L respectively. Concentrations of chloroethenes were below applicable reporting limits at the remaining well locations. VOC results in groundwater are summarized in Table 4C. A pre-excavation total chloroethenes in groundwater isoconcentration map is included as Figure 22.

2.1.2 Total VOCs Less Chloroethenes

VOC less chloroethenes concentrations above applicable Type 1/Type 2 RRSs were detected at MW-6 (Acetone (20.8 ug/L), Benzene (20.8 ug/L), Ethylbenzene (11,100 ug/L), Toluene (82,300 ug/L), and Xylenes (47,700 ug/L)) during the pre-excavation sampling event. VOCs less chloroethenes detected below applicable Type 1/Type 2 RRSs included Benzene (MW-11), 2-Butanone (MW-6), Carbon disulfide (MW-6), Cyclohexane (MW-6), Ethylbenzene (MW-11 and DW-2), Isopropylbenzene (MW-3, MW-11, and DW-2), p-Isopropyltoluene (MW-6 and DW-2), 4-Methyl-2-pentanone (MW-6), Toluene (MW-2, MW-3, MW-7, MW-11, and DW-2), 1,1,1-Trichloroethane (MW-6), and Xylenes (MW-2, MW-3, MW-4, MW-5, MW-11, and DW-2). VOC results in groundwater are summarized in Table 4C. A Pre-Excavation Total VOCs (Less Chloroethenes) in Groundwater Isoconcentration Map is included as Figure 23 of the Soil Excavation and Groundwater Sampling Summary Report.

Elevated concentrations of xylenes were detected at DW-2. Additional vertical delineation of this area was requested in the March 10, 2005 EPD correspondence. An additional vertical delineation well was installed adjacent to the replacement wells for MW-11 and DW-1 subsequent to the completion of soil remediation activities. Vertical delineation is discussed in detail in the Soil Excavation and Disposal and Groundwater Sampling Summary Report.

2.1.3 Total SVOCs

SVOCs above applicable Type 1/Type 2 RRSs were detected at MW-6 (2-Methylphenol (92.3 ug/L), 3,4-Methylphenol (70.6 ug/L), and Naphthalene (85 ug/L)) during the pre-excavation groundwater sampling event. SVOC detected below applicable Type 1/Type 2 RRSs included 2,4-Dimethylphenol (MW-6), Naphthalene (MW-4 and MW-6), Di-n-butyl phthalate (MW-6), Butyl benzyl phthalate (MW-6), and Acetophenone (MW-6). Concentrations of SVOCs were

below applicable reporting limits at the remaining well locations. Pre-Excavation Groundwater Total SVOC results are summarized in Table 4D and shown on Figure 24 of the Soil Excavation and Groundwater Sampling Summary Report.

2.1.4 RCRA Metals

Detectable concentrations of various metals, primarily barium, chromium and lead, were detected in the groundwater samples collected during the pre-excavation sampling event. The concentrations are significantly less than the Type 1/Type 2 RRSs. Metals results in groundwater are summarized in Table 4B. The low concentrations of metals detected in the groundwater during the pre-excavation event is likely the result of background concentrations, therefore no isoconcentration map for metals was produced.

2.1.5 PCBs, Pesticides and Herbicides

PCBs, Pesticides and Herbicides were BDL in each of the groundwater samples collected during the March 2006 sampling event. PCBs, Pesticides, and Herbicides results in groundwater are summarized in Table 4B of the Soil Excavation and Groundwater Sampling Summary Report.

2.2 POST EXCAVATION SAMPLING EVENT

A comprehensive sampling event was conducted subsequent to the soil excavation activities. Monitoring wells MW-4, MW-5, MW-6, MW-11, DW-1 and DW-2 were destroyed during excavation activities. Replacement wells were installed at these locations on July 3 through 14, 2006. The replacement wells were designated with the original number and an "R", i.e. MW-4R. In addition, three additional wells, MW-19, MW-20 And DW-3, were installed on July 3 through 14, 2006 in the locations specified in the March 10, 2005 correspondence. The locations of the new wells are shown on Figure 2. Well Construction Diagrams and boring logs for the newly installed and replacement wells are included as Appendix I in the Soil Excavation and Groundwater Sampling Summary Report. Additional details pertaining to the installation of the new monitoring wells can be found in the Soil Excavation and Groundwater Sampling Summary Report.

2.2.1 Total Chloroethenes

Chloroethenes were limited in aerial extent, being detected at monitoring well locations MW-6R (PCE (211 ug/L), TCE (237 ug/L), cis-1,2-DCE (29.1 ug/L), and VC (2.84 ug/L)), MW-20 (VC (9.20 ug/L)), and DW-1R (TCE (5.97 ug/L)) above applicable Type 1/Type 2 RRSs during the July 2006 post-excavation groundwater sampling event. Chloroethene concentrations detected at MW-6R are less than those detected during the March 2006 sampling event at the previous MW-6 location. Chloroethenes detected below applicable Type 1/Type 2 RRSs include PCE (MW-20), TCE (MW-11R), and cis-1,2-DCE (MW-20). Analytical results for VOCs are included in Table 4C. A post-excavation total chloroethenes in groundwater isoconcentration map is included as Figure 30.

2.2.2 Total VOCs Less Chloroethenes

Total VOCs less chloroethenes in groundwater at the site are also limited in aerial extent. Concentrations above applicable Type 1/ Type 2 RRSs were only found at monitoring well MW-6 (Ethylbenzene (1,060 ug/L) and Toluene (5,080 ug/L). VOCs less chloroethenes detected below applicable Type 1/Type2 RRSs include Benzene (MW-6R, MW-11R, and MW-20), Acetone (MW-11R and DW-3), Cyclohexane (MW-6R and MW-20). Ethylbenzene (MW-11R, MW-20, and DW-3), Isopropylbenzene (MW-3R, MW-4R, MW-5R, MW-6R, MW-11R, and MW-20), p-Isopropyltoluene (MW-6R, MW-11R, and MW-19), Toluene (MW-4R, MW-11R, and MW-20), 1,1,1-Trichloroethane (MW-6, MW-20, and DW-3), and Xylenes (MW-4R, MW-5R, MW-6, MW-20, and DW-3). VOC results in groundwater are summarized in Table 4C. Figure 31 is a total VOCs (less chloroethenes) in groundwater isoconcentration Map.

In previous sampling events Xylenes, Acetone, and Ethylbenzene were detected at DW-2. In order to achieve vertical delineation at the site, the Georgia EPD requested in a March 10, 2005 correspondence that an additional vertical delineation well (DW-3) be installed adjacent to the replacement wells for MW-11 and DW-2 subsequent to the completion of soil remediation activities. Sampling of DW-3 exhibited detectable concentrations of Acetone, 1,1,1-TCE, Ethylbenzene, and Xylenes. Vertical delineation at DW-3 was achieved to below applicable Type 1/Type 2 RRSs, but was not achieved to background concentrations.

2.2.3 Total SVOCs

The SVOC concentrations reported are significantly less than the applicable RRS with the exception of a naphthalene concentration of 19.9 ug/L at MW-4R. The applicable RRS for naphthalene is 20 ug/L. SVOCs detected below applicable RRSs included 2-Methylphenol (MW-6R), 3,4-Methylphenol (MW-6R), 2,4-Dimethylphenol (MW-6R, MW-11R and DW-3), Naphthalene (MW-6R and MW-11R), Di-n-butyl phthalate (MW-6R and DW-1R), and Butyl benzyl phthalate (MW-3R and MW-6R). SVOC results in groundwater are summarized in Table 4D. Figure 32 is a Total SVOCs in groundwater isoconcentration map.

In previous sampling events 2,4-Dimethylphenol, Naphthalene, and Acetophenone were detected at DW-2. In order to achieve vertical delineation at the site, the Georgia EPD requested in a March 10, 2005 correspondence that an additional vertical delineation well (DW-3) be installed adjacent to the replacement wells for MW-11 and DW-2 subsequent to the completion of soil remediation activities. Sampling of DW-3 exhibited a detectable concentration of 2,4-Dimethylphenol that was below applicable Type 1/ Type 2 RRSs. Vertical delineation at DW-3 was achieved to below applicable Type 1/Type 2 RRSs, but was not achieved to background concentrations.

2.2.4 RCRA Metals

Detectable concentrations of various metals, primarily barium, chromium and lead, were detected in the groundwater samples collected. The concentrations were significantly less than the respective Type 1/Type 2 RRS and are indicative of naturally occurring background concentrations with the exception of a lead concentrations of 0.0154 mg/L and 0.0155 mg/L detected at wells MW-8 and MW-19, respectively on July 10, 2006. The Type 1/Type 2 RRS for lead is 0.015 mg/L. Turbidity readings at MW-8 and MW-19 exceeded 10 NTU at the time of sampling on July 10, 2006 (see Appendix X for groundwater sampling logs). The increased turbidity of the samples likely influenced sample results. In order to achieve more

representative sample results for MW-8 and MW-19, the wells were re-sampled on July 28, 2006 and the well was purged at a constant rate until NTU readings were less than 10. The resulting lead concentrations for MW-8 and MW-19 were 0.00165 mg/L and 0.00335 mg/L, respectively. The lead concentrations obtained on July 10, 2006 were apparently the result of sediment influence as the concentration obtained from the re-sampling indicated a lead concentration of significantly less than the applicable Type 1/ Type 2 RRS. Metal results in groundwater are summarized in Table 4B. An isoconcentration map was not created for metals.

2.2.5 PCBs, Pesticides and Herbicides

PCBs, Pesticides and Herbicides were not detected above their respective reporting limits in any of the groundwater samples collected during the July 2006 sampling event. PCB, Pesticide, and Herbicide analytical results are presented in Table 4E. An isoconcentration map was not created for PCBs, Pesticides and Herbicides.

2.3 SITE GEOLOGY AND HYDROGEOLOGY

Soil samples were collected from soil borings using hand augers and DPT technology, and from hollow stem auger techniques utilizing split spoon samplers. Boring logs for the newly installed monitoring wells and DPT borings have been included as Appendix I of the Soil Excavation and Groundwater Sampling Summary Report.

Three cross sections were developed utilizing the soil descriptions noted during the CSI, coupled with depths to rock and groundwater. Figure 25 is a Cross Section Prime Lines Map. Cross Section A-A' is oriented perpendicular to groundwater flow and Cross Section B-B' is oriented parallel to groundwater flow. Cross Section C-C' is oriented parallel to groundwater flow. Cross Section A-A' has been included as Figure 26, Cross Section B-B' as Figure 27, and Cross Section C-C' as Figure 28. These figures are included in the Soil Excavation and Groundwater Sampling Summary Report.

Native soil underlying the site has been described primarily as Sandy Silts and Clays. Saprolitic conditions were encountered across the site ranging in depth from 5 to over 25 ft below grade. Depths to bedrock ranged from 5 ft below grade at the monitoring well MW-8 location to over 25 ft below grade at the MW-6 location. The depth to rock tended to decrease southward across the site, as the relative topographic elevation increased. This is supported by the location of the existing quarry pit where bedrock is exposed at or near the surface. Bedrock was also observed at the floor of the stream which forms the eastern and northeastern boundary of the site. The bedrock floor of the stream was consistent throughout its course until being obscured by sediment upon influence by the lake. As demonstrated in Cross Section B-B', the deepest depth to bedrock was encountered at the MW-6R and DW-1R well locations. This depression in the soil-rock interface represents a former quarry, and is also the source area for groundwater as evidenced by the concentrations at MW-6R.

A complete round of water level measurements was collected on March 20, 2006. Based on this data, depths to groundwater ranged from 8.03 ft below top casing (TOC) at MW-10 to 31.67 ft below TOC at MW-18. Figure 17 in the Soil Excavation and Groundwater Sampling Summary Report is a Potentiometric Surface Map devised using the March 20, 2006 groundwater levels. Groundwater flow is diverging to the northwest and northeast, in the general direction of the lake. A hydraulic gradient of 0.064 ft/ft was calculated utilizing the groundwater elevations at MW-9 and MW-16. A hydraulic gradient of 0.11 ft/ft was calculated utilizing the groundwater

elevations detected at MW-1 and MW-2. These locations represent the two areas most parallel to the diverging groundwater flow directions.

A complete round of groundwater levels were also collected on July 18, 2006. Depths to groundwater during this event ranged from 9.20 ft below TOC at MW-10 To 32.67 ft below TOC at MW-18. Figure 29 in the Soil Excavation and Groundwater Sampling Summary Report is a Potentiometric Surface Map devised using the July 18, 2006 gauging data. Groundwater flow is consistent with historical observations as flow remains generally to the North towards the lake. The source removal conducted between the two gauging events apparently dewatered the residuum overlying the bedrock in the area of MW-6. Groundwater was found to be overlying the soil-rock interface at MW-6 during the March 2006 sampling event, but was only found at the interface at MW-6R during the July 2006 sampling event. The gradients calculated above are 0.105 ft/ft and 0.17 ft/ft, respectively, based on the July 2006 gauging data. The gradient subsequent to the excavation is much steeper than prior to, either due to dewatering of the residuum during excavation and/or seasonal fluctuations.

The relative difference between potentiometric elevations at nested wells can provide data as to the vertical flow component in the aquifer. If groundwater is moving upward, discharge of groundwater is typically occurring. If groundwater is moving downward, the area can be characterized as being a recharge zone. Based on the difference between the potentiometric heads at MW-11R, DW-2R and DW-3, it is apparent that discharge of groundwater is occurring in this area. It is likely that groundwater is discharging into the stream and lake.

2.4 DISSOLVED PLUME CONCLUSIONS

Overall, dissolved VOC and SVOC concentrations decreased significantly from the March 2006 to July 2006 sampling events. This is believed to be a direct result of the removal action conducted for source area soils in April through June 2006. The most elevated VOC and SVOC concentrations continue to be located in the immediate vicinity of MW-6. Minor concentrations extend downgradient from MW-6 towards the lake. The dissolved plume has been adequately delineated horizontally. Additional delineation to the North and downgradient of MW-4R and MW-11R is not possible due to the steep lake bank, the lake itself, and marshy areas.

Two monitoring wells, MW-6R and MW-20 contain concentrations of VOCs that exceed either a Type 1 or Type 2 RRS. Ethylbenzene, toluene, cis-1,2 dichloroethane, tetrachloroethene, trichloroethene, and vinyl chloride exceed either the Type 1 or Type 2 RRS at MW-6. Vinyl Chloride at MW-20 exceeds the Type 2 RRS of 2 ug/L. No other compounds were detected at concentrations exceeding either the Type 1 or Type 2 RRS, whichever is the least stringent.

The area of the dissolved plume containing concentrations of various RRS exceeding the applicable RRS is confined to area of MW-6R and MW-20. This area of the plume is located within primarily either partially weathered rock or fractured rock. Groundwater was encountered at the soil-rock interface at MW-6R. Groundwater was encountered at MW-20 approximately 8-10 ft into rock. Figure ?? in the Soil Excavation and Groundwater Sampling Summary Report shows the extent of groundwater with concentrations of VOCs exceeding a respective RRS.

Based on the analytical data obtained during the July 2006 sampling event, the purpose of the CAP is to design a remedy that will bring the concentrations of the VOCs outlined above into compliance with the Type 1 or Type 2 RRS, whichever is applicable. Based on a conversation

with the Georgia EPD HSRA Program, whichever RRS is the least stringent for a given compound will be the target concentration for remediation of the groundwater.

SECTION 3 CORRECTIVE ACTION

3.1 PILOT TESTING RESULTS

KEMRON conducted pilot testing at the site on July 24, 2006 to obtain data necessary to design an appropriate remediation system to bring the site into compliance with the RRS established for groundwater. The purpose of the pilot test was to determine flow rates, drawdown, radius of influence (ROI) and other system parameters.

KEMRON utilized monitoring well MW-11R as the extraction well for the pilot test. MW-11R was chosen because of its location within the dissolved plume and that it is nested with vertical delineation wells DW-2R and DW-3. Monitoring wells MW-4R, MW-6R, MW-20, DW-1R, DW-2R and DW-3 were utilized as observation wells during the pilot test.

ROI obtained during the pilot test were exaggerated due to the presence of fractures in rock or partially weathered rock, as well as the large area of fill material recently placed at the site following soil remediation activities. For the purposes of the system design a conservative ROI or cone of depression of 50 ft was utilized. A recovery rate of 0.71 gallons per minute (gpm) was calculated based on the 510 gallons of groundwater recovered during the pilot test. A complete summary detailing the pilot test operation and results is included as Appendix I.

3.2 TECHNOLOGY SELECTION RATIONALE

This section presents rationale utilized to select the most appropriate remedial strategy to bring groundwater concentrations into compliance with the approved RRS. Many remedial technologies, such as reactive barriers, interceptor trenches, etc., were not considered at all because they are inherently incompatible to the subject site. This is primarily due to the groundwater plume at the site being located both within residuum and the fractured bedrock, coupled with the proximity to the lake and streams.

3.2.1 Air Sparging

Air sparging is a technique that is well suited to remediate dissolved petroleum compounds and solvents in the absence of LNAPL or DNAPL. In addition, the dissolved plume must be relatively shallow in nature and located in the residuum or partially weathered rock. No LNAPL or DNAPL has been encountered at the subject site.

Air sparging involves injecting air under pressure below the water table to promote volatilization of VOCs. In general, air sparging typically involves installing a series of relatively closely spaced injection points in the area of the plume to be remediated. Ideally, the sparge point is installed to a depth of at least 8-10 ft below the static groundwater elevation. The sparging system is typically associated with a soil vapor extraction system to remove the accumulated vapors generated by the sparging.

Air sparging is not considered an appropriate technology for the subject site for the following reasons:

- The majority of the dissolved plume is located within fractured bedrock.

- Insufficient aquifer thickness in the residuum above the soil/rock interface.
- Large amount of fill material placed subsequent to the soil remediation may "short-circuit" the sparging process.
- Remediation required in immediate vicinity of the lake bank.

3.2.2 In-Situ Chemical Oxidation

In-site chemical oxidation is remedial technology that reduces chlorinated solvents and other VOCs by chemical oxidation processes. Typically, an oxidizer or other appropriate compound is injected into the aquifer through a series of injection points. The compound will promote the dechlorination of the target compounds. Typically, this type of approach is cost effective for small plumes located with heterogeneous lithology with high permeability. Low permeability soils are not favorable for this approach since it increases the number of injection points and events. In addition, the injected material can also impact surface water bodies in close proximity to injection area.

In-site chemical oxidation is not considered a viable remedial technology for the subject site based on the following reasons:

- The majority of the dissolved plume is located within fractured bedrock.
- Remediation of the groundwater is required in very close proximity to the lake.

3.2.3 Traditional Pump and Treat

Traditional pump and treat involves the physical extraction of groundwater from the impacted aquifer. The groundwater is typically extracted using a series of pumps placed in recovery wells located in the plume area. The recovered groundwater is then treated to meet the appropriate permit requirements before either being discharged to a sanitary sewer, surface water or subgrade infiltration gallery. Pump and treat is a proven technology to remediate solvent and petroleum related plumes located in both fractured bedrock and porous media aquifers. Pump and treat also provides source control by creating a cone of depression in the aquifer.

Traditional pump and treat is considered a viable remedial technology for the subject site based on the following reasons:

- The majority of the dissolved plume at the site is located in fractured bedrock.
- Source control at the site is essential given the proximity of the plume to the lake, surface water bodies and wetland areas.

3.2.4 Monitored Natural Attenuation

Monitored natural attenuation (MNA) can be utilized as a corrective action at sites where the extent of the plume is well defined, concentrations are low enough as to not pose a threat to human health or the environment, the plume is not migrating, and there is no immediate demand for groundwater as a drinking water resource. Typically, MNA is conducted in conjunction with the active remediation of the source area of the plume.

MNA is not considered an appropriate option for the site based on the following:

- Elevated levels of xylenes and chlorinated solvents are present at the site.
- Proximity of the dissolved plume to the lake and other surface waters.
- The location of the plume within fractured rock lends itself to greater potential for migration.

3.3 Selected Technology

The reduction of the VOCs and the SVOCs in groundwater at the site will be conducted utilizing a traditional pump and treat remediation system. This remediation methodology reduces the groundwater VOC and SVOC concentrations by physically extracting groundwater and treating the groundwater above ground. The groundwater treatment system will consist of an air stripper to volatilize the dissolved VOCs and SVOCs. Volatile organics are partitioned from ground water by increasing the surface area of the contaminated water exposed to air. Pump and Treat has been demonstrated to be effective in numerous VOC and SVOC remediation sites. Remediation efforts in the area of the source removal are targeted at dissolved groundwater VOC and SVOC concentrations above the Type I/II HSRA RRS. Figure 2 illustrates the wells reporting VOCs or SVOCs above the applicable RRS.

3.4 VOC Plume Reduction

Based on the July 2006 groundwater sampling event and the recent removal action, the areal extent of the VOC plume is limited to monitoring wells MW-6R, MW-20, and DW-1R. The pump and treat system will extract the VOC impacted groundwater. Groundwater extraction in the area surrounding MW-6R, MW-20, and DW-1R will create a cone of depression in the water table. The cone of depression will draw water into the remediation area to be extracted by the remediation well network. By creating a cone of depression, the pump and treat system should capture the VOC impacted groundwater as identified by the monitoring well network. The dissolved concentrations present in these wells are amenable to removable by an air stripper in an aboveground groundwater treatment system.

The VOCs present in groundwater above the RRS were modeled in a QED air stripper modeler to verify the existing concentrations would be removed by a four tray air stripper. The air stripper modeler reported that the highest VOC concentrations detected in the monitoring wells would be remediated to less than one (1) ug/L for each constituent. To be conservative, the modeler simulation was performed assuming a ten (10) gallon per minute (gpm) flow reporting the following concentrations: toluene 5,080 ug/L, ethylbenzene at 1,060 ug/L, tetrachloroethylene at 211 ug/L, cis-1,2-dichloroethylene at 29 ug/L, TCE at 237 ug/L, and vinyl chloride at 10 ug/L. The constituents and concentrations utilized in the air stripper modeler are higher than anticipated due to the areal distribution of the constituents at the site that would dilute the actual concentrations received by the air stripper. The air stripper modeler is included in Appendix II.

3.5 SVOC Plume Reduction

The July 2006 groundwater sampling event did not report any SVOC constituents above the applicable RRS. Naphthalene was detected at MW-4R at a concentration of 19.9 ug/L, which is just below the applicable RRS of 20 ug/L. It is anticipated that the naphthalene concentration will be reported above the RRS at some point during the groundwater monitoring at the site due to the accuracy and precision of the SW8270C Analytical Method. Therefore, the area

surrounding MW-4R was included in the radius of influence of the remediation well network in order to remediate the aquifer in that area. Naphthalene was included in the air stripper modeler at an influent concentration of 20 ug/L. The air stripper successfully removed the naphthalene to less than one (1) ug/L.

SECTION 4 REMEDIATION SYSTEM DESIGN

4.1 Permit Requirements

In accordance with the Georgia Rules for Air Quality Control, air emissions from the air stripper do not require permitting as long as the discharge is part of a remediation project required under the regulations of another branch of EPD. Additionally, air emissions in Fulton County, inside the non-attainment area, are limited to less than 15 pounds VOCs per day. Based on the dissolved concentrations detected in the monitoring wells at the site, the air stripper will not require VOC emissions abatement. However, the VOC emissions from the air stripper will be monitored and controlled during system startup and operation to minimize VOC emissions.

Although a Sediment and Erosion Control Permit will not be required because the area to be disturbed is less than one acre in accordance with Fulton County Ordinances, sediment and erosion controls will be utilized to the extent necessary to protect Providence Lake in the event of rainfall during system installation.

4.2 Recovery Well Location and Construction

Utilizing data collected during the pilot test conducted at the site and the sampling events conducted at the site, a conservative radius of influence of 50 feet has been used for the recovery well network layout. The wells have been situated so that some overlap of the 50 foot radius of influence occurs. This will assist in reducing cleanup time and ensuring the impacted portions of the aquifer are captured.

Four recovery wells will be required to adequately capture the areal extent of the VOC and naphthalene plume. Each recovery well will be constructed with four (4)-inch ID PVC well screen and riser. Three recovery wells will be constructed to capture water in the shallow monitoring wells. One recovery well will be constructed to capture deeper groundwater found around monitoring well DW-1R. The proposed shallow recovery wells will be installed to a total depth of approximately 30 feet and the deep recovery well to approximately 45 feet. The entire saturated zone encountered will be screened in the extraction wells. It is anticipated that each of the recovery wells will be set in fractured rock. Locations of recovery wells and projected ROI are illustrated in Figure 3.

In each of the four groundwater extraction wells, a filter pack consisting of a clean silica sand shall be tremmied into the annular space surrounding the well screen. A bentonite seal utilizing bentonite chips or pellets shall be placed on top of the sand. The remaining annulus shall be grouted to within 3 feet of the surface with a cement/bentonite slurry.

4.3 System Components

The proposed pump and treat system is designed to remove the VOCs and naphthalene at the site. Each recovery well will be fitted with a submersible four-inch pneumatic pump with an operating capacity of 1 to 10 gpm. The specific yield from each recovery well is estimated to be less than 2 gpm based on a yield of 0.71 gpm during the pilot test. The yield from each recovery well should be closer to 2 gpm as the submersible pneumatic pump should have a higher yield than the drop tubes used in the pilot test. A small air compressor will be mounted inside the groundwater treatment system to power the pneumatic pumps in the recovery wells.

The groundwater treatment system will include a 200 to 300 gallon holding tank, particulate bag filter, a four tray air stripper, an air compressor, and associated transfer pumps, valves, and flowmeters. The bag filter will remove suspended particulates to ensure the efficiency of the air stripper. The holding tank will aid in the equalization of water flow over the air stripper. The four tray air stripper will be operated at 10 gpm water flow and 280 scfm air flow. A flow totalizer will be placed on the effluent of the air stripper to record the total gallons treated by the groundwater treatment system. A process flow diagram is included as Figure 5.

The pump and treat system will be enclosed within a small trailer/shed that has been equipped with sound attenuation panels to ensure minimal disturbance to the activities conducted at the site. The system enclosure will be placed upon a concrete slab and surrounded by eight foot wooden privacy fencing.

4.4 System Layout

Dedicated high density polyethylene (HDPE) lines will be connected to each wellhead to supply air to the pump and transport extracted groundwater to the treatment system. The HDPE lines will be installed in a trench approximately 1.5 to 2 feet deep to connect the wells to the groundwater treatment system. It is estimated that approximately 325 feet of trenching will be needed to connect all recovery wells to the system compound, as shown in Figure 4. An additional 120 feet of trenching (for a total of 445 feet) will be needed to connect the effluent water to the infiltration gallery location. The piping that will be placed under the gravel drive will be encased in 4 or 6 inch rigid metal pipe for protection of the lines. After piping installation, the trenches will be filled with pea gravel or soil. The piping will be below ground for both freeze protection and security purposes. A cross-section schematic of a trench (typical) is provided in Figure 6.

A custom built manifold will be present in the system compound to transmit the extracted water to the groundwater treatment system. The manifold will be designed to contain check valves and sampling ports to isolate wells if needed and collect pre-treatment water samples, if desired. The compressor will be connected to a second manifold equipped with a combination pressure regulator/flowmeter and airflow control valves for distributing air to the pneumatic pumps. Each recovery well will have an independent set of controls for system optimization. The compressor will either be oil-less or contain food grade oil to prevent any impact to the groundwater should one of the lines become disconnected at the pump.

Each recovery well will be enclosed in a 3 ft. x 3 ft. or 2 ft. x 2 ft. steel vault with locking seals for protection. Each well head will be fitted with appropriate well seals and allow for the extraction of fluids. A sketch for a typical vaults and a typical recovery well are provided in Figure 6.

4.5 Treated Groundwater Discharge

Treated groundwater will be returned to the subsurface using an infiltration gallery. The infiltration gallery will be located in the former removal action area. The infiltration trench will be approximately 5 feet deep, with water flow to the subsurface through a slotted infiltration pipe and a gravel bed at the base of the gallery. After installation of the pipe and gravel bed, the excavated material will be returned to the gallery for safety purposes. Infiltration at this location should not affect core plume capture.

Sampling of the treated water effluent will be conducted as described in Section 5.2 below.

SECTION 5 REMEDIATION SYSTEM PERFORMANCE MONITORING

5.1 SYSTEM PERFORMANCE MONITORING SCHEDULE

The remediation system will run automatically unless shut down manually or by system safety settings. The operational status will be verified and monitored by a remote telemetry system. The safety settings that will trigger an automatic system shut down will include a high level in the holding tank, a high level in the air stripper reservoir, recovery pump failure, and transfer pump failure.

At system start up, the system will be monitored for the first three days to observe the system for manufacturing defects and adjust system settings. Once the system has been optimized and is running efficiently, the system will be checked biweekly for one month and monthly, thereafter. If the remote telemetry system sends a message that the system has been shut down, a technician will visit the site within 48 hours to resolve any operating issues and restart the system.

The routine monitoring visits will include the following:

- Verify that all recovery well pumps are operating,
- Record flowrates, air pressure readings, and amount of water treated to date,
- Collection of VOC concentrations in the air stripper effluent, velocity of effluent, temperature of effluent, and other measurements,
- Inspection of equipment for routine maintenance needs,
- System optimization and water effluent monitoring.

5.2 GROUNDWATER SAMPLING

During system start up activities, a pre-treatment water sample will be collected from the holding tank and a treated water effluent sample will be collected and analyzed for VOCs by EPA Method 8260. These samples will be used to quantify the destruction efficiency of the air stripper. Additional samples will be collected as needed if the settings on the air stripper are altered. After the system is optimized and running efficiently, treated water effluent samples will be collected weekly during system start up and monthly thereafter for VOCs by EPA Method 8260.

It is proposed that a select set of monitoring wells be sampled on a quarterly basis to verify the progress of the proposed remediation system. These wells are MW-3R, MW-4R, MW-5R, MW-6R, MW-11R, MW-20, DW-1, DW-2 and DW-3. The onsite supply well will also be sampled during the quarterly events. It is also proposed that the surface water sampling points established during the CSR be sampled during the quarterly events.

The pump and treat system will be shut down at least 48 hours prior to the groundwater sampling event in order to allow the aquifer to stabilize to static conditions. All onsite monitoring wells will be gauged during the quarterly sampling events. The samples collected from the monitoring wells and surface water sampling points will be analyzed for VOCs and naphthalene by EPA Method 8260.

Low Flow Purge and Sample Collection Guidelines

- purging; and (c) Unrecoverable wells will not be sampled unless directed by the Project Manager.
2. All sample containers (except those for oil and grease, TPH, VOCs, microbiological samples, and any pre-preserved containers), are rinsed once with well water prior to collecting a sample.
 3. Reduce the flow to a low level to minimize sample disturbance, if necessary and collect sample directly from the discharge tubing connected to the pump.
 4. Aliquot samples according to the number and analysis type as specified in the work plan and include initials, date and time of sample collection, sample ID, preservative and analysis required on sample container label.
 5. Place in cooler and cool to 4° Celsius (C) with wet ice.

Decontamination: After sampling, decontaminate the low-flow purge equipment using an alconox (or equivalent) mixture and deionized water prior to further use.

The grab samples will be preserved with laboratory supplied vials, placed on ice, and transported under chain-of-custody documentation to an accredited laboratory for analysis.

SECTION 6.0 OPERATION AND MAINTENANCE OF REMEDIATION SYSTEM

6.1 SYSTEM MAINTENANCE SCHEDULE

During the routine monitoring visits, the system component will be inspected for maintenance needs. The air compressor, holding tank, particulate bag filter, and air stripper will require routine maintenance to ensure efficient operation. The air compressor will require servicing in accordance with the manufacturer's recommendations which is normally every 4,000 hours of operation. The bag filter will be changed as needed but generally will be required every two to four weeks. All valves, gauges, sampling ports, and flow meters will be routinely inspected to verify proper operation.

6.2 GENERAL MAINTENANCE

Routine maintenance activities will include the following:

- Lubrication of the air compressor components,
- Regularly scheduled oil changes, filter cleaning or replacements, and other maintenance needs as specified by the air compressor manufacturer,
- Replacement of the bag filters when the pressure drop across the filter is greater than 20%,
- Lubrication of air stripper blower, and
- Clean the air stripper trays and sump periodically as needed.

During the routine monitoring visits, items that are in need of repair will be identified and repaired as soon as practicable, normally while onsite unless special order parts are needed.

SECTION 7.0 PROPOSED SCHEDULE

The proposed schedule is contingent on the approval of the CAP by the EPD HSRA Program and issuance of an approved work order.

<u>Event</u>	<u>Completion</u>
1. Finalize design and equipment procurement	60*
2. Remove Trees as needed	90*
3. Install Recovery Wells and Underground Conduit	120*
4. Trenching, utility drops, compound, system install	150*
5. System startup	180*
6. Quarterly Monitoring Event #1 (Baseline Sampling)	180*
7. Subsequent Quarterly Sampling Events	quarterly after #6
8. Semi-Annual Report #1	6 months after system start up
9. Subsequent Semi-Annual Reports	semi-annually after #8
10. Achieve RRS	12 months after #5
11. Post-Remediation Confirmation Monitoring	24 months after #10
12. Decommission Site	30 days after De-listing

* days after CAP Approval and issuance of an approved work order

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is intending to provide a planning, project management, and professional services contract for continuation of the environmental remediation at Providence Park. The park was closed in January 2007 due to the discovery of improperly discarded materials classified as hazardous wastes by the County and the Georgia Environmental Protection Division (EPD). The County has proceeded with remediation at the direction of EPD for the protection of public health, safety and welfare.

Through the issuance of this Request For Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the Providence Park Remediation Project-Phase II. The scope of work for the project includes the design and implementation of the corrective action plan and long term monitoring of groundwater.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will award the Providence Park Remediation Project-Phase II to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 PROJECT DESCRIPTION

The site, known as Providence Park, is a unit of the Fulton County Department of Parks & Recreation located at 13440 Providence Park Drive. The site consists of approximately 45 acres and is located in north Fulton County, approximately 2.5 miles north of the City of Alpharetta. The park entrance is located off Providence Road, approximately 1.25 miles to north of the intersection with Mayfield Road. The property has been utilized as a park since 1971. Prior to 1971, the property was utilized as a Fulton County road aggregate quarry and maintenance facility. The park consists of one main lodge building, a rock climbing course, a high rope course, a network of walking trails, a small amphitheatre, and a fishing lake (Lake Providence). The lake was reportedly constructed around 1970 as a watershed. An open quarry remains at the park and is utilized as the rock climbing area. An area along the extreme southeastern portion of the lake also appears to have been formerly used a quarry based on aerial photographs. A small stream originates in the bottom of the open quarry, and subsequently intersects a second stream, ultimately forming the lake. The streams form the eastern boundary of the park. The two small tributaries combine to form Sandy Creek. The lake forms the northern boundary of the park. The park is bounded to the south and west by privately owned land that is primarily wooded with scattered residences.

The subject site has been utilized as part of the Fulton County Department of Parks & Recreation since 1971. The most common utilization of the property consists of nearby residents using the walking trails at the site. Summer camps and other youth activities at the property utilize the rock climbing facility and high ropes courses. The rock climbing facility is located in the quarry pit, which is to the south of the area of investigation. The high ropes course is located well to the south of the area of investigation along the park entrance road. A portion of Lake Providence is also maintained as part of the subject facility. Private property owners own the lakefront on the north side of the lake, as well as a substantial portion on the southwestern side as well. A fishing dock is located on the park property, well to the west of the area of investigation. The lake is reportedly utilized for fishing and canoeing activities by local property owners and park visitors. An amphitheatre is also located on the park property well to the south-southeast of the area of investigation. Surrounding properties consist primarily of wooded acreage with scattered residences. A subdivision is located to the east of the park. A cellular tower is located immediately adjacent to the park entrance on the property to the south.

1.3 BACKGROUND

In 2007, Fulton County Government contracted services to remove several drums which had been discovered in condensed localized areas within Providence Park's property area. The exact contents of the drums and containers were unknown. It is believed that solvents, paints, epoxies, petroleum products, herbicides and pesticides were disposed of at the park at some point in the past. The dumping of auto parts and other "household" type garbage is also believed to have contributed to the impact to soil and groundwater. A Compliance Status Investigation to address the source and extent of contamination in soil, groundwater and surface water with respect to Georgia Hazardous Site Response Act (HSRA) risk reduction standards (RRS) was performed. Investigation activities included an electro-magnetic (EM) survey to aid in determining source areas not readily visible or beneath the surface, delineation activities, surface water and sediment sampling, structural analysis, a receptor survey, an ecological risk assessment, and preparation of a compliance status report (CSR). Concentrations of RCRA metals, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, herbicides, and poly-chlorinated biphenyls (PCBs) were detected in soil and groundwater at the site. Soil and groundwater delineation activities in accordance with Type 2 RRS were performed. Providence Park is listed in the Georgia Hazardous Site Inventory (HSI # 10773). In February 2007, the Georgia Department of Natural Resources, Environmental Protection Division (EPD) completed its review of the CSR and approved contaminated soil excavation and additional groundwater monitoring/delineation tasks. The solid excavation was completed and the corrective action plan and soil excavation report was submitted to EPD in December of 2007.

1.4 OBTAINING THE RFP

This document can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

1.5 PRE-PROPOSAL CONFERENCE/SITE TOUR

The County will hold a mandatory Pre-Proposal Conference and Site Tour, on **JULY 13, 2007 at 11:00 A.M. at the Providence Park project site**. Attendance at the Pre-Proposal Conference/Site Tour is required for responding to this RFP. The purpose of the Pre-Proposal Conference/Site Tour is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.6 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **July 25, 2007** at 11:00 A.M., legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. The proposal due date can be changed only by addendum.

1.7 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned unopened to the Proposer.. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.8 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, *130 Peachtree Street, S.W. Suite 1168, Atlanta, GA 30303, email address:* Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative. The last day to submit questions is **July 18, 2007**.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's

recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **July 18, 2007 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

William E. Long, Jr., CPPB, Chief Assistant Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, SW., Suite 1168
Atlanta, Georgia 30303
(404) 730 7660
William.long@fultoncountuyga.gov

Fulton County Department of Purchasing
Attn:
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: William.long@fultoncountyga.gov
Phone: (404) 730 7660
Fax: (404) 893 6268
RFP # 07RFP56672

Providence Park Remediation Project – Phase II

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year upon contract execution with the option to renew for two (2), one (1) year renewal periods.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Procurement Affidavits

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- Non-Collusion Affidavit of Prime
 - Certificate of Acceptance of Request for Proposal Requirements
 - Certification Regarding Debarment
 - Corporate Certificate
 - Offerors Disclosure Affidavit and Questionnaire
 - Insurance and Risk Management Provisions
 - Contract Compliance Forms
 - Exhibit A - Promise of Non-Discrimination
 - Exhibit B - Employment Report
 - Exhibit C - Schedule of Intended Subcontractor Utilization
 - Exhibit D - Letter of Intent to Perform As a Subcontractor
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from the Department of Public Works and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4.0 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.10 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this

determination shall be provided by the Proposer. Such information may include, but shall not be limited to, current financial statements by an independent certified public accountant (CPA); verification of availability of personnel; and past performance records.

2.11 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.12 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.13 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7.0 of this RFP.

2.14 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.8 in writing at the following address: Fulton County Purchasing Department, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.15 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.16 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.17 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.

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- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Proposers to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.
 - The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.18 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.19 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.20 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.21 REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the RFP conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Attn: William E. Long, Jr., CPPB, Chief Assistant Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
07RFP56672 – Provident Park Remediation Project – Phase I
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a

Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

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16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
 24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.

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26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
 31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

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32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5.0. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **July 25, 2007 at 11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP # 07RFP56672
Providence Park Remediation Project – Phase I
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP # 07RFP56672
Providence Park Remediation Project – Phase II
Technical Proposal
Proposer's Name and Address

3.1.2 Number of Copies

- **Technical Proposal:** One (1) original and five (5) copies each of the.
- **Cost Proposal:** Two (2), one original and one copy.
- **Contract Compliance Exhibits:** Two (2) copies of the Proposers, one original and one copy. Contract Compliance forms must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The Contractor shall furnish and provide all material, labor, supervision, tools, apparatus, conveyances, equipment, and incidentals required for accomplishing the work covered by the contract. The Contractor must have adequate labor and equipment to perform all work activities. All equipment provided by Contractor shall in good working condition. The Contractor must have financial means to meet obligations incidental to the work.

The scope of work to be performed by the Contractor involves the implementation of the Fulton County Providence Park Remediation Phase I; as approved by the Georgia by the Georgia Department of Natural Resources, Environmental Protection (EPD).

1. **Mobilization**

This item must discuss the mobilization plan for accomplishing the task to address all personnel, material, equipment and other items required to perform the work.

2. **Pump and Treat (Site remediation)**

This item must discuss the how the bidder will be address the planning, construction, operation of the onsite systems and equipment, and the sampling and reporting necessary to satisfy the requirement of the Corrective Action Plan as approved by the EPD.

3. **Meetings**

The Contractor, in coordination with the County, shall conduct meetings to inform concerned parties of the plans/progress of remediation tasks. Contractor shall provide all materials, equipment, documents, visual aids required to adequately describe the status of remediation tasks.

4. **Property Maintenance**

This item must discuss how the bidder will maintain the property for vegetation, grass cutting, and erosion control

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate experience and ability to perform environmental remediation work including health and safety and quality assurance and control procedures as required by the tasks outlined in the Scope of Work. The Technical Proposal shall include, but not be limited to, the sections and content as described below:

Section 1 - Introduction

The Introduction shall include general information such as Proposer name, address, telephone number, corporation status, overview of services, office locations etc.

Section 2 – Qualifications and Project-Specific Experience

This section shall state the qualifications of the Proposer to perform work as described herein, and include descriptions of projects performed that include tasks specific to those required in this Scope of Work. Provide the contact information for at least three (3) references, point(s) of contact, including name, phone number, e-mail addresses, etc., for each project must be included. This section should also provide the number of years the Proposer has performed environmental remediation work.

Section 3 – Organization and Key Personnel Experience

This section shall include the Proposers overall organizational structure, organization for this project including a description of personnel, experience, roles/responsibilities.

Section 4 – Project Technical Approach

This section shall include a description of the approach that will be used to complete the tasks and/or enhance the performance goals of the task necessary to implement the corrective action.

Section 5 – Financial Responsibility

Offerors will be evaluated on the strength of their Financial Statements. Annual reports include Financial Statements from recent years, which will also be reviewed. The review will focus upon the Offerors Statement of Income, Balance Sheet and Cash Flow Statements. Ratio Analysis will be included in determining the Offerors financial strength as well as a review of the sources and uses of funds.

Financial Statement/Capability

In order for the County to evaluate, verify and understand the Offerors financial capability, the following documentation is requested for the Offeror:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Offerors most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capability of the Offeror (s).
- (5) State whether the Offeror or any member of the Offerors team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

Section 6 – Local Preference

Bidding Firms that have a working office location in Fulton County will automatically be awarded 10 points. This office location must have been a functional working office prior to submitting a bid in order to receive the ten (10) points afforded local preference.

Section 7 – Cost Proposal

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

SECTION 2 - COMPLETED COST PROPOSAL FORMS

The Proposer is required to complete all of the Price Proposal Forms included in Section 10 of the RFP. The Contractor shall complete the pricing form for the work tasks as described in Section 3 and submit in a separately sealed and identifiable envelope.

3.6 PROJECT MILESTONES

Upon notification of award and prior to commencement of the project, the successful Proposer shall provide the County for approval a reasonable project schedule which shall include dates and timeframes for completion of project milestones (i.e., mobilization date, initiation of field activities, report preparation, project completion date, etc.) as in the Contract documents. The County anticipates reopening Providence Park to visitors in Spring 2008.

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
QUALIFICATIONS <ul style="list-style-type: none"> • Relevant Project Experience - (5%) • Past Performance on previous projects - (5%) • Proximity of Office – (2%) <p>Include a description or map of the Proposers and proposed Subcontractor's office locations with respect to the job site located at 13440 Providence Park Drive, Alpharetta, GA and the Fulton County Government Center located at 141 Pryor Street, SW, Atlanta, GA 30303. Distances in miles should be noted.</p> <ul style="list-style-type: none"> • References – (3%) 	15%
QUALIFICATIONS OF KEY PERSONNEL <ul style="list-style-type: none"> • Qualifications of Key Personnel – (15%) • Availability of Key Personnel – (10%) 	25%
PROJECT TECHNICAL APPROACH <ul style="list-style-type: none"> • Project Plan – (35%) • <u>Mobilization</u> This item includes the mobilization of all personnel, material, equipment and other items required to perform the work. Bidder must describe approach to meeting this requirement. • <u>Pump and Treat (Site remediation)</u> This item includes the planning, construction, operation of the onsite systems and equipment, and the sampling and reporting necessary to satisfy the requirement of the Corrective Action Plan as approved by the EPD. Bidder must describe approach to meeting this requirement. • <u>Meetings</u> The Contractor, in coordination with the County, shall conduct meetings to inform concerned parties of the plans/progress of remediation tasks. Contractor shall provide all materials, equipment, documents, visual aids required to adequately describe the status of remediation tasks. Bidder must describe approach to meeting this requirement. 	35%
FINANCIAL RESPONSIBILITY – (5%)	5%
LOCAL PREFERENCE – (10%) <ul style="list-style-type: none"> • Physical Location (Office Address) of office in Fulton County 	10%
COST PROPOSAL	10%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

- | | |
|----------------------------------|--|
| Procurement Affidavit Form 5.2.1 | Non-Collusion Affidavit (Prime) |
| Procurement Affidavit Form 5.2.2 | Certificate of Acceptance of Request for Proposal Requirements |
| Procurement Affidavit Form 5.2.3 | Certificate Regarding Debarment |
| Procurement Affidavit Form 5.2.4 | Corporate Certificate |
| Procurement Affidavit Form 5.2.5 | Offerors Disclosure Affidavit and Questionnaire |

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Non-Collusion Affidavit of Prime

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all subcontractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.2 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.3 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.4 Corporate Certificate

5.2.5 Offerors Disclosure Affidavit and Questionnaire

**STATE OF GEORGIA
COUNTY OF FULTON**

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices # to #,_____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts.

As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such

entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2007

 (Legal Name of Offeror) (Date)

 (Signature of Authorized Representative) (Date)

 (Title)

CORPORATE CERTIFICATE

I, _____, certify that I am Secretary of the Corporation named as Contractor in the foregoing Bid/Proposal; that _____, who signed said Bid/Proposal on Behalf of the Contractor was then _____ of said Corporation; that said bid/proposal was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____

This _____ day of _____, 2007.

(SEAL)

OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the

bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2007

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2007

(Notary Public) (Seal)

Commission Expires _____
(Date)

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) Bidder/Proposer Subcontractor

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must** be completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is ___ is not ___ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____