



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 / FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

**BIDS MUST BE RECEIVED BEFORE 12:00 (NOON)
ON BID OPENING DAY**

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012**

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND – (Not Required)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: MARCH 10, 2011

Cobb County will receive Sealed Bids before 12:00 NOON, March 10, 2011 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 11 – 5563
GROUNDWATER AND SURFACE WATER
MONITORING, COLLECTION, ANALYSIS AND REPORTING SERVICES
COBB COUNTY SOLID WASTE DEPARTMENT**

No bids will be accepted after the 12:00 noon deadline.

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov

Advertise: FEBRUARY 25, 2011
MARCH 4, 2011



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 11-5563
GROUNDWATER AND SURFACE WATER
MONITORING, COLLECTION, ANALYSIS AND REPORTING SERVICES
COBB COUNTY SOLID WASTE DEPARTMENT

DELIVERY DEADLINE: MARCH 10, 2011 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: MARCH 10, 2011 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number 11-5563; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 60 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: FEBRUARY 25, 2011
MARCH 4, 2011

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 11-5563 DATE: March 10, 2011

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Groundwater and Surface Water Monitoring,
Collection, Analysis and Reporting Services**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"
SEALED BID NUMBER 11-5563
GROUNDWATER AND SURFACE WATER
MONITORING, COLLECTION, ANALYSIS, AND REPORTING SERVICES

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 11-5563
GROUNDWATER AND SURFACE WATER
MONITORING, COLLECTION, ANALYSIS AND REPORTING SERVICES
COBB COUNTY SOLID WASTE DEPARTMENT**

BID OPENING DATE: MARCH 10, 2011

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 92685

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

INVITATION TO BID



Cobb County...Expect the Best!

Groundwater and Surface Water Monitoring
Collection, Analysis and Reporting Services

For Facilities:

**CHEATHAM ROAD LANDFILL,
COUNTY FARM ROAD LANDFILL,
AND COUNTY FARM DRIVE LANDFILL**

SEALED BID #11-5563

OWNER:

**COBB COUNTY BOARD OF COMMISSIONERS
COBB COUNTY, GEORGIA**

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Invitation to Bid
Groundwater and Surface Water Monitoring,
Collection, Analysis and Reporting Services
Sealed Bid #11-5563

SEALED BIDS FROM QUALIFIED CONTRACTORS WILL BE RECEIVED BY THE COBB COUNTY BOARD OF COMMISSIONERS, MARIETTA, GEORGIA, UNTIL **12:00 NOON ON MARCH 10, 2011** AT THE COBB COUNTY PURCHASING DEPARTMENT, 1772 COUNTY SERVICES PARKWAY, MARIETTA, GEORGIA 30008. FOR FURNISHING ALL LABOR, MATERIALS, AND EQUIPMENT AND ALL OTHER THINGS NECESSARY PURSUANT TO THE, SPECIFICATIONS, CONDITIONS AND ADDENDA FOR THE FOLLOWING :

**Groundwater and Surface Water Monitoring,
Collection, Analysis and Reporting Services**

For Facilities:

**CHEATHAM ROAD LANDFILL,
COUNTY FARM ROAD LANDFILL,
AND COUNTY FARM DRIVE LANDFILL**

All Contractors wishing to submit bids for this work must submit a qualification statement form as well as other documents listed and described in this bidding document to the Cobb County Purchasing Department with their bid proposal to be considered.

The Owner in making the award will consider the competency and responsibility of bidders. No bid may be withdrawn for a period of 60 days after the date of the Bid Opening. The Board of Commissioners reserves the right to reject any and all bids, to waive any informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the interest of the Owner and the laws of the State of Georgia.

AGREEMENT

OWNER ("Owner"):

COBB COUNTY BOARD OF COMMISSIONERS
COBB COUNTY, GEORGIA
C/O SOLID WASTE DIVISION
1897 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

CONTRACTOR ("Contractor"):

WORK ("Work"):

GROUNDWATER , and SURFACE WATER , MONITORING, ANALYSIS AND REPORTING SERVICES

The undersigned parties understand and agree to comply with and be bound by the entire contents of the Project, and the Contractor's Bid Proposal.

TERM: TWO YEAR - WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

PROJECT:

Groundwater and Surface Water Monitoring, Collection, Analysis and Reporting Services for Cheatham Sanitary Landfill, County Farm Road C&D Landfill, and the County Farm Drive Sanitary Landfill.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by

Contractor as of the following date: _____.

Cobb County Board of Commissioners
Cobb County, Georgia
c/o Cobb County Solid Waste Division

by: _____

title: _____

Contractor's Federal Employer ID # _____

Business License # _____

by: _____

title: _____

GENERAL CONDITIONS

1. General:

Cobb County Solid Waste, a division of the Cobb County Water System, Cobb County, Georgia is submitting this Invitation to Bid (ITB) to qualified firms to conduct field sampling, laboratory analysis, and reporting services related to the groundwater and surface water monitoring. These services are required at the Cheatham Road Municipal Solid Waster Landfill (MSWLF), the County Farm Drive Sanitary Landfill, and the County Farm Road C&D Landfill.

The selected firm is required to perform field sampling and laboratory analysis, and to prepare and submit a monitoring report to Cobb County Solid Waste Division for review and approval prior to submittal to the Georgia Environmental Protection Division (EPD).

The Contract will be awarded as a single contract for the entire scope of work. All breakdowns on the bid forms are required. The successful bidder is required to produce:

- Signed Agreement
- Insurance certificates
- All Bid Forms and Summary

2. Bid Format

The firms responding to this ITB are required to prepare a proposal package containing the information described in the following appendices in accordance with the following outline:

- Cover Sheet - Include title, project number, and the name of Prime Subcontractor that will manage the work.
- Subcontractor's Information and Performance - Provide information on the experience and expertise of the subcontractor in areas related to the anticipated work. Highlight specialized expertise and resources with concise explanations of their value and relevance to the Scope of Services.
- Copy of Groundwater, and Surfacewater reports of similar facilities, representative of the reports to be submitted during the course of this project.
- Prime Subcontractor: and Laboratory Subcontractors (if any)
 - Office location;
 - Names, titles, work addresses and telephone numbers of corporate officers in office location;
 - Description of overall related experience of office that will accomplish the day-to-day work
 - Five detailed examples of similar projects within the past three years. The firm's project manager for each project the location, fee, and name and current telephone number of a client contact shall be included for each project listed,
 - Responsibilities and Resumes of Prime Subcontractor & Laboratory Subcontractor
 - Proof of current Georgia EPD Certification to Provide Analytical Services.
- Tables indicating parameters to be tested at each site, laboratory test methods to be used for each parameter, and minimum detection limits for each parameter.

- Cost Bid Sheets (One for each of the three Landfills and Total Cost and Potential Sampling Cost)
- Original and 3 copies of the bid package MUST be submitted to Cobb County Purchasing Department before 12:00 noon local time on **March 10, 2011**. No bid package will be accepted after the designated time.

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008

- Sealed Bid envelopes must be marked **Sealed Bid # 11- 5563, ITB for Cobb County Landfill Groundwater and Surface Water Monitoring Services.** Bids not received prior to the date and time specified above will not be accepted.

3. The Work:

The Owner seeks a contractor who will provide monitoring, analysis and reporting services at the locations described in Attachment B, on an as-needed basis subject to the following conditions:

Monitoring Sampling shall be conducted in accordance with the methods specified in the September 1991 Georgia EPD Manual for Groundwater Monitoring.

Assessment Sampling and Analysis shall be conducted in accordance with the methods specified in the EPA "Technical Protocol for Evaluation of Natural Attenuation of Chlorinated Solvents in Groundwater."

Contractor or its sub-contractor shall perform the Work in a good workmanlike manner strictly in accordance with the Contract Documents, consisting of the bid documents, addenda, bid proposal form and all subsequently and duly issued modifications thereto.

All work shall conform (meet or exceed) to applicable federal, state and local laws, codes and ordinances as well as all other applicable code requirements including the Americans with Disabilities Act. The Owner shall have the right, from time to time, to inspect the work of the Contractor to determine compliance with the Contract Documents in conjunction with payments. This inspection is not intended to provide intelligence to the Contractor and in no way will this inspection relieve Contractor of any responsibility of knowledgeability of the current status of the work.

4. Qualifications and Understanding of the Project

Cobb County Solid Waste Division reserves the right to make such investigations as deemed necessary to establish the competency and financial stability of any proposer to perform this work, and if, upon investigation, evidence of this competency or financial stability is not satisfactory, the Cobb County Solid Waste Division reserves the right to reject the submittal.

All bidders shall identify all proposed Subcontractors. The Cobb County Solid Waste Division reserves the right of approval of any and/or all Subcontractors proposed for this project.

All bidders will be required to demonstrate that they have at least five years of work experience of the same or similar nature to the work requested in this ITB.

Submittals shall include a brief description of the sampling schedule and methodology to be used.

Tables indicating parameters to be analyzed and minimum detection limits to be achieved in this program should be included in the responses.

It is the responsibility of the bidder to demonstrate they have a thorough understanding of the project.

5. Landfill Information

A. BACKGROUND

Cobb County, Georgia is required by state and federal law to monitor, test, and analyze groundwater, surface water and stormwater for each of its landfills. Cobb County has three solid waste disposal facilities within its jurisdictional boundaries: Cheatham Road Municipal Solid Waste Landfill (Permit No 033-039D(SL)), County Farm Road Construction and Demolition Landfill (Permit No. 033-037D(L)), and County Farm Drive Sanitary Landfill (Permit No. 033-038D(SL)). Waste is no longer accepted for disposal at any of these landfills and all three have closure certification by the Georgia EPD..

Cobb County is responsible for the proper execution of the regulatory environmental monitoring programs for each of the County's landfills, including the coordination of sampling, analysis, reporting, assessment, and remediation.

B. CHEATHAM ROAD MUNICIPAL SOLID WASTE LANDFILL

Cheatham Road Landfill, previously known as Cheatham Road Balefill, is located in northwestern Cobb County, just south of the intersection of Cheatham Road and Pitner Road. The property is located in Land Lots 153 and 190 of the 20th District. The western property boundary of Cheatham Road Landfill is the county line between Paulding County and Cobb County.

The Cheatham Road Sanitary Landfill is a Municipal Solid Waste Landfill that accepted "solid wastes" as defined in the Rules of Georgia EPD, Chapter 391-3-4, Paragraph -01. The solid wastes disposed at the facility include wastes generated by domestic, household, and commercial sources. The Cheatham Road MSWLF property is approximately 118 acres in size; however, only 50 acres were used for the disposal of solid waste. Landfilling operations at the facility began in 1974. In the beginning, only baled municipal solid waste processed at the County's Baler Facility on County Farm Road was disposed at the site. At the time the facility began accepting baled wastes for disposal, a Design and Operation (D&O) Plan for the facility had not been prepared, and as a result, information on the depth and extent of fill was not documented.

The D&O Plan for the Cheatham Road Landfill facility was developed when Phase I operations of the site began in 1977. The final waste placement in Phase I was in 1984. In June 1984, the plan for the Phase II operation of the facility was completed and approved by the Georgia EPD. The Phase II D&O Plan was revised and in January 1988 approved by the Georgia EPD. The Phase II revision added Phases III and IV to the landfill. In 1989, the baling operation was discontinued, and the D&O Plan was modified from a baleful to a loose-fill operation. The 1989 modification also revised Phase IV and added Phases V and VI to the landfill. In September 1994, Georgia EPD approved the Cheatham Road Sanitary Landfill Closure/Post-Closure Plan, dated July 1994 (Solid Waste Permit Number 033-038D(SL)).

The Cheatham Road Landfill accepted its final load on September 30, 1997 and obtained its closure certification on September 6, 2001.

There are 21 groundwater monitoring wells at the Cheatham Landfill. Beginning with monitoring Event 15, new monitoring wells were added to the Cheatham monitoring program and a number of earlier wells were abandoned. There is historical statistical data on seven wells. There are 14 new sampling points that will require statistical analysis and reporting when sufficient sampling events have been conducted.

All of the Cheatham Landfill wells will be monitored for Appendix I parameters.

Following an Assessment of Corrective Measures (ACM), the Cheatham Landfill is under a Georgia EPD approved program of Monitored Natural Attenuation (MNA). This MNA program requires monitoring of 13 groundwater wells utilizing the EPA "Technical Protocol for Evaluation of Natural Attenuation of Chlorinated Solvents in Groundwater".

C. COUNTY FARM DRIVE SANITARY LANDFILL

The County Farm Drive Sanitary Landfill is located on a 40-acre tract of land in central Cobb County, south of County Farm Drive (now Al Bishop Drive), and between County Farm Road (now County Services Parkway) and Callaway Road. The site, partially bordered on the east side by Olley Creek, is located in Land Lots 409,480, and 483, of the 19th District, 2nd Section, Cobb County, Georgia. The County Farm Drive Sanitary Landfill is a Municipal Solid Waste Landfill that accepted "solid wastes" as defined in the Rules of Georgia EPD, Chapter 39 1-3-4, Paragraph -.01. The facility was permitted to receive loose wastes for disposal. In accordance with the approved D&O Plan (Solid Waste Permit Number 033-039D(SL)), sludge and ash were also accepted and disposed at the facility.

The 40-acre disposal site was landfilled in three phases: I, II, and IIA. In 1972, landfilling began in Phase I, which includes Lift 1, a portion of which was completed prior to the development of a D&O Plan for the site. In 1984, Phase II was approved for the addition of Lifts 2 and 3. The D&O Plan for Phase IIA was approved in 1988. Phase IIA operations included the expansion of Lifts 1,2, and 3, and the addition of new Lifts 4, 5, and 6.

The County Farm Drive Sanitary Landfill received its final load of waste for disposal on October 17, 1989. On October 13, 1995, Georgia EPD approved the County Farm Drive Sanitary Landfill Closure/Post-Closure Plan, dated May 1995, Solid Waste Permit No. 033-039D (SL).

The county Farm Drive Sanitary Landfill obtained its Closure Certification August 19, 2002.

D. COUNTY FARM ROAD C&D LANDFILL

The County Farm Road C&D Landfill is located in central Cobb County on County Farm Road (renamed to County Services Parkway), approximately one mile south of Powder Springs Road - Georgia Route 360. The landfill property is in Land Lots 12 and 13 of the 17th District and Land Lots 407 and 408 of the 19th District. The County Farm Road C&D Landfill is a solid waste disposal facility which accepted construction and demolition debris as defined in the Rules of Georgia EPD, Chapter 39 1-3-4, Paragraph -01. Wastes disposed at the facility include earth and earth-like products, concrete, used asphalt, rock, bricks, yard trash, stumps, limbs, and leaves.

The County Farm Road C&D Landfill disposal area is approximately 30 acres in size and is adjacent to and south of the existing County Waste Transfer Station. Phase 3 D&O Plan was approved in 1988. Two previous phases were completed under prior plans. The Phase 3 Plan consists of four lifts.

On October 25, 1994, Georgia EPD approved the County Farm Road Landfill No. 2 Closure/Post-Closure Plan, dated July 1994, Solid Waste Permit Number 033-037D(L).

The County Farm Road C&D Landfill obtained its closure certification September 6, 2001.

6. Examination of Work Site:

It is the understanding of the Owner that the Contractor has visited the site, and has fully informed himself as to the conditions existing and limitations under which the Work is to be performed, and has included in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowances will be made to a bidder because of lack of such examination or knowledge. The award of Contract will be considered as conclusive evidence that the bidder has made such examination.

7. Award or Rejection of Bids:

The Owner reserves the right to reject any and all bids, to reject portions of the bid, to waive any or all technicalities and informalities in bids received, and to re-advertise for bids. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids

will not be acceptable. The contract will be awarded in a manner consistent with the interest of the Owner and laws of the State of Georgia.

8. Execution of the Agreement:

The signature page of the bidder's proposal also acts as the signature page for the Contract. The bidder to whom the Contract is awarded shall, within ten days after written notice of award, provide to the Owner those Certificates of Insurance and Performance Bonds as are required by the Contract Documents. The Owner shall approve bonds and Certificates of Insurance before the successful bidder may proceed with the Work. Successful Bidder will be issued a formal "Notice to Proceed" to formalize the date of commencement and establish the contract completion date.

9. Service Requirements:

Contractor shall be required to be available to perform herein-specified services within seven days from time of notification.

The Contractor shall be responsible for the cleanup of any spills that occur as a result of the handling of the materials by the Contractor detailed in the agreement under "work". The Contractor shall submit to the Owner a copy of a narrative of the cleanup with the details of any remaining actions or contamination. Any contamination incurred as part of the collection or field analysis is to be appropriately and legally disposed of by the Contractor (such items as contaminated water collected during monitoring process).

10. Term and Renewal Periods:

The term of this annual contract shall commence on, and shall expire at midnight, with renewal available for the contract at the same price as the original first 2-year period for each of two (2) additional 1-year periods consecutively from the date of the original contract signing. Renewal options shall be subject to written notice of agreement from the Owner and Contractor. Minimum events to be accomplished consist of sampling, analysis, and reporting for each of the three landfills for the First Half and Second Half of each calendar year 2011 and 2012. Any extension of the contract shall maintain the same reporting sequence unless changed by EPD requirement.

The total obligation of Cobb County, Georgia for Year 1 and Year 2 of the full service annual contract shall be limited to the Contractor's bid price including twenty-four months' of service. The total obligation of Cobb County, Georgia, which will be incurred in each calendar year of the renewal terms, if renewed, shall be limited to the Contractor's original bid price. Rates may be adjusted annually by the Consumer Price Index, Southeastern Urban Wage Earners Index for the month of March prior to any extension period. Rates may also be adjusted by any changes in federal, state or local result of Federal, State, or Local enforcement action against the contractor. This contract shall be deemed to obligate Cobb County, Georgia, only for those sums payable during the calendar year of execution or, in the event of a renewal by Cobb County, Georgia, for those sums payable in the individual calendar year renewal term. It shall not be deemed to create a debt of Cobb County, Georgia, for the payment of any sum beyond the calendar year of execution or, in the event of a renewal, beyond the calendar year of such renewal.

Contractor represents and agrees that it has carefully examined and understands the Contract Documents relevant to the Work; has adequately investigated the nature and conditions of the project site(s) and locality(ies) ; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Contract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Owner.

11. Early Termination:

Should this Contract be terminated for default, Contractor shall assign all purchase orders and subcontracts to Owner if Owner, in its sole discretion, request such assignments, Contractor agrees to incorporate such provisions in its agreements with suppliers and

subcontractors to effectuate this provision. Nothing herein shall create any duty on the part of Owner to accept the assignment of any purchase order or subcontract hereunder.

Further, in its sole discretion and without notice to any guarantors, surety, or sureties, Owner may terminate all or part of this Contract for its convenience upon the giving of ninety (90) days' written notice to Contractor. In no event shall Contractor be entitled to consequential damages or loss of profits on portions of the Work not yet performed.

12. Price:

Owner shall pay to Contractor for the satisfactory performance and completion of the Work and performance of all the duties, obligations and responsibilities of Contractor under this Contract, the sum set forth as the Price, subject only to additions and deductions as expressly provided in this Contract. To the extent that the Work is to be performed on a unit price basis. The Price shall be computed in accordance with the unit prices set forth in Bid Proposal Form, based on actual quantities determined in accordance with the Contract Documents and this Contract. The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Contract Documents, including, but not limited to, the costs of labor, supervision, services, materials, equipment, tools, hoisting, transportation, insurance and taxes, and all overhead and profit.

Contractor shall not be entitled to any payment until this Contract has been fully executed by both parties and all documents and information to be furnished by Contractor have been supplied to Owner.

13. Payment Conditions:

Only those pay items identified in the Bid Schedule, or added by Addendum or Supplemental Agreement, will be measured for payment by the units listed in the Bid Schedule and/or Supplemental Agreement and paid for at the Contract prices.

The cost of all work not directly covered by the pay items shall be considered incidental to the groundwater, surface water and storm water monitoring services and is to be included and distributed among the bid unit prices or lump sum prices of the pay items listed in the Contract.

Contract unit prices or lump sum prices represent all aspects of the costs associated with providing all monitoring and reporting services, including, but not limited to:

- All required labor, tools, and equipment, unless otherwise noted.
- All materials, unless specifically noted to be furnished by the Owner or by others, or specifically identified for payment under another pay item.
- Any costs associated with mobilization or access to remote sampling locations.
- Collection, characterization, and disposal of all contaminated purge water.
- Shipping costs associated with transporting collected samples to the laboratory subcontractor.
- Miscellaneous associated work necessary to complete the work in place, such as project setup, sample blanks, and sample duplicates.
- All overhead costs and profit.

Payment will be made by extending unit cost bid multiplied by the units provided multiplied by the number of events and then summing the item total cost to reflect actual work.

14. Sub-Contractors

Contractor will receive the payments made by Owner and Contractor will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, Subcontractors, and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid. Contractor shall first apply all progress payments as trustee to satisfy all obligations Contractor has incurred due to the Work, and shall comply with all laws applicable thereto.

Contractor shall, as often as requested by Owner, furnish such information, evidence and substantiation as Owner may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Contractor in connection with the Work and all payments made by Contractor on account thereof. Contractor shall also furnish, as required by Owner in its sole discretion, such partial or final lien waivers or releases as Owner deems necessary to ensure that Contractor has paid all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. If required by Owner, the furnishing of such lien waivers and releases shall be a condition precedent to any payment hereunder. Nothing herein shall constitute any requirement that owner exercise its discretionary option to require such releases and waivers. Moreover, no prior failure of Owner to require such releases and waivers shall limit Owner's right to require them subsequently.

15. Reserves

Owner reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient:

- to defend, satisfy and discharge any asserted claim that Contractor (or anyone providing any of the Work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished to incurred in connection with the Work or has caused damage to the Work or to any other work on the Project.
- to complete the Work if it appears that funds remaining in the Contract, including any retainers and exclusive of back-charges, are insufficient to complete the Work;
- to reimburse Owner for back-charges incurred as a result of any act or omission by Contractor hereunder;
- to protect Owner from the possible consequences of any other breach or default by Contractor hereunder; or
- to secure Owner with respect to any breach or default by Contractor or its affiliates, parent company, and subsidiaries under any other agreement. Payment hereunder shall not be evidence of the proper performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty or improper work or materials.

16. Notices:

All Written notices provided for in this contract or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party, sent by telegram, or by regular mail to the party at its address specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

17. Insurance:

Insurance requirements: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

18. Assignment:

Contractor shall not assign this contract or any monies due or to become due hereunder without the prior written consent of Owner. No assignment by Contractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Contractor under this contract. If owner gives written consent to an assignment of this contract, in whole or in part, Contractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees. Additionally, nothing herein shall prevent any guarantor or surety of Contractor from enforcing any right hereunder after acknowledgement of its obligation as guarantor or surety. Any attempted enforcement of such rights in the absence of an express acknowledgement shall constitute an admission by any guarantor or surety of its obligations under its agreement of guarantee or suretyship.

19. Compliance:

Contractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity. Contractor shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Contractor, its agents, servants and employees; and Contractor shall receive and respond to, and shall defend, indemnify and save harmless Owner, as well as anyone to whom Owner is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from, any such violations and any citations, assessments, fines, or penalties resulting therefrom. Contractor shall meet all requirements of the Americans with Disability Act.

20. Safety:

Contractor agrees that the prevention of accidents to persons engaged upon or in the vicinity of the Work is its responsibility. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction. In addition, the contractor agrees to abide by all Cobb County safety rules, procedures, and regulations.

21. Quality:

Contractor shall at all times provide workmanship conforming to the Contract requirements.

Due to the extreme sensitivity to contamination in many phases of this Work, the contractor shall demonstrate a complete Quality Control Program to assure the requirements of the contract are provided as specified. The Owner will monitor the contractor's performance under these contracts.

22. Field Sampling

Sampling may be done using hand bailing methods. However, in the event a well is not able to be purged/sampled using hand bailing techniques, sampling shall be accomplished utilizing low-flow purging and sampling methods (ref.EPA SEDS PROC-301-R1). Pumps and associated hardware are to be provided by the successful bidder.

No payment will be made for any groundwater well, surface water or stormwater sampling point determined to be dry during field sampling. A groundwater well will be considered dry after a reasonable amount of time has elapsed during which the groundwater well was allowed to recharge. The surface or stormwater sampling point will be considered to be dry if there is not enough depth to the stream of running water to prevent excessive turbidity or it in the sampler's best judgment it would not provide a representative sample of normal flow conditions at that sample location.

No payment shall be made for re-sampling at any groundwater, surface water or stormwater sample location that is required by Georgia EPD, the Owner, or its Engineer because of unrepresentative sample data as a result of the sampler's error.

No payment shall be made for any re-sampling/re-analysis activities that may be required as a result of sampler error. These may include, but are not limited to, the following: if the holding times for the particular constituents are exceeded, if the sample bottle seal integrity has been jeopardized, or if the sample arrives at the laboratory at an unacceptable temperature to ensure the sample was properly preserved.

23. Laboratory Analysis

No payment shall be made for an incorrect analysis method or if a re-sample/re-analysis is required as a result of to a laboratory error in performing the method.

No payment shall be made for any re-sampling/re-analysis activities that may be required as a result of laboratory error. These may include, but are not limited to, the following: if the holding times for the particular constituents are exceeded prior to being analyzed because the samples sat beyond the holding times, if the incorrect preservative was placed into the pre-preserved sample bottles, or if the sample bottle seal integrity has been jeopardized while under laboratory custody.

Appendix I and Appendix II laboratory analyses lists are to be those analytical methods found in 40 CFR Part 258, Subpart E (as amended October 9, 1991). The laboratory must achieve the laboratory practical quantitation limits (PQLs) set forth in the above-cited regulations and must also ensure that maximum contaminant levels (MCLs) are met.

No payment shall be made if the laboratory does not achieve the PQLs or MCLs for a particular constituent. The laboratory is responsible for initiating any changes to analytical methods, as regulatory changes require, and notifying the Owner in this instance.

24. Report Preparation:

No payment shall be made for the general reports, groundwater statistical data analysis, or the groundwater elevation maps if the report requirements are not achieved as specified in Attachment B.

No additional payment shall be made for any additional labor required to correct an incorrect general report, the groundwater statistical data analysis, or the groundwater elevation map.

The groundwater statistical analysis is included on the bid form as a lump sum unit for each landfill. No payment shall be made if additional parameters are detected, which also need to be statistically analyzed, in either an existing well or as a result of installing new groundwater wells to the monitoring program during the contract term. Historical groundwater data will be available to the Subcontractor so that he may establish a fair price for generating statistics.

Even though GAEPD presently does not require groundwater monitoring for County Farm Drive Landfill and the surface water sampling sites are concurrent with the County Farm Road C&D Landfill, a separate report shall be generated for the County Farm Drive Landfill. Reference to the surface water data in the County Farm Road reporting is not sufficient.

25. Liens:

Contractor shall defend, indemnify and save harmless Owner from any lien or claim of lien filed or maintained by an laborer, subcontractor, or other person or entity directly or indirectly acting for, through, or under Contractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor. Without limiting the foregoing, Contractor shall cause any such lien or claim of lien to be satisfied, removed, or discharged by bond, payment, or otherwise within such time as provided under the Contract Documents or ten (10) days from the date of by the Owner, whichever is shorter.

26. Patents:

Contractor shall defend, indemnify and save harmless Owner, from and against any claim, cost, expense, or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights attributable to the Work, except to the extent that Owner may have assumed responsibility therefore under the Contract documents.

27. Labor:

Contractor agrees that where its Work is stopped, delayed, or interfered with by strikes, slow-downs, or similar interruptions or disturbances (including cases where the Contractor's employees are engaged in a work-stoppage solely as a result of a labor dispute involving Owner or others and not in any manner involving Contractor,) Owner shall have the rights and remedies provided for in the paragraph regarding default of contractor. Contractor shall maintain and exercise control over all employees engaged in the performance of the Work, and Contractor shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly prosecution of the Work. Contractor shall take all necessary steps to restrain and enjoin any illegal picketing, demonstrating, violence, or similar activity against the Contractor at the Project.

28. Damage:

Owner shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Contractor, or anyone employed by or through Contractor, in the performance of the Work; and Contractor shall maintain such insurance and take such protective action as Contractor deems desirable with respect to such property.

In the event that the Owner or its employees significantly damage Contractor's property, the Owner may elect to negotiate a settlement on the damages to the Contractor's equipment.

29. Default:

Should Contractor at any time: fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of required quality to perform the Work with the skill, conformity, promptness and diligence required hereunder; cause interference, stoppage, or delay to the Project or any activity necessary to complete the project; become insolvent; or fail in the performance or observance of any of the covenants, conditions, or other terms of this Contract,

Then in any such event, each of which shall constitute a default hereunder by Contractor, Owner shall, after giving Contractor notice of default and seventy-two (72) hours within which to cure, have the right to exercise any one or more of the following remedies:

- require that Contractor utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
- attempt to remedy the default by whatever means Owner may deem necessary to appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where

appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Contractor hereunder;

- after giving Contractor an additional seventy-two (72) hours notice (at any time following the expiration of the initial seventy-two (72) hour notice and curative period), terminate the Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties and by itself or through others take possession of the Work, and all materials, equipment, facilities, plant, tools, scaffolds and appliances of Contractor related to the Work, for purposes of completing the Work and securing to Owner the payment of its cost (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) and other damages under the Contract and for the breach thereof, it being intended that Owner shall, for the stated purposes, be the assignee of and have a security interest in the property described above to the extent located on the Project site; or
- call up upon the surety, if applicable, to perform in accordance with the performance bond.
- recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), fees suffered or incurred by Owner by reason of or as a result of Contractor's default.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by owner, Owner shall promptly pay Contractor any undisbursed balance of the Price, if any. If the cost of the completion of the Work plus the allowance for administrative burden, together with any other damages or losses sustained or incurred by Owner, shall exceed the undisbursed balance of the Price, Contractor and its guarantors, surety, or sureties shall pay the difference within fifteen (15) days of written demand from Owner.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity. Contractor's guarantors, surety, or sureties agree to be bound to Owner with respect to such remedies notwithstanding any provision of the bonds provided pursuant to paragraph herein. Except as limited by this Contract, Contractor shall have the rights and remedies available at law for a breach of this Contract by Owner. Any default shall be deemed waived unless Contractor shall have given Owner written notice hereof within five (5) days after the occurrence of such default. Contractor shall not be entitled to stop the Work or terminate this Contract on account of Owner's failure to pay an amount claimed due hereunder (including payment for claimed changed Work) so long as Contractor shall not have adequately substantiated the amount due or so long as a good faith dispute exists as to the amount due. Contractor shall not be entitled to stop the Work on account of a default by Owner unless such default shall have continued for more than ten (10) days after Owner's receipt of written notice of such default from Contractor, specifying in detail the nature of the default and the steps necessary to cure the claimed default.

Contractor shall not be entitled to terminate this Contract except for a substantial and material breach by Owner which shall have continued, uncured, for at least an additional thirty (30) days after Contractor shall have stopped working in accordance with this paragraph and Owner shall have received ninety (90) days written notice of Contractor's intention to terminate this Contract.

Should any termination for default under this paragraph be determined to be invalid, improper or wrongful, such termination shall be deemed to have been a termination for convenience.

30. Disputes:

If a dispute should arise between Owner and Contractor under or related to the Contract, or the breach thereof, then either party may seek redress of its grievances as to such disputes

at law or in equity or by arbitration if both parties agree after default or breach to arbitrate. The award rendered by arbitrators shall be final and binding. Contractor agrees to continue to perform its Work despite the existence of disputes. The existence of a dispute shall not be grounds for any failure to perform by Contractor nor limit the right of Owner to proceed, in good faith, to remedy any default by Contractor.

31. Miscellaneous Project Requirements:

Cobb County Commissioners are required to make certain decisions that may come up during the course of the job. Depending on the timing, this could take several weeks before an available scheduled commission meeting.

All matters relating to the validity, performance, or interpretation of this Contract shall be governed by the laws of the State of Georgia,

This Contract, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements, and understandings related to the subject matter hereof.

This Contract may not be changed in any way except as herein provided or by a writing signed by a duly authorized officer or agent of such party. No requirement of this Contract may be waived except in writing signed by a duly authorized officer of the waiving party.

The provisions of this Contract and the Contract documents are intended to supplement and complement each other. If, however, any provision of the Contract Documents conflicts with another, the provision imposing the greater duty on the Contractor shall govern.

Where the context requires, neuter terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and visa versa.

The Owners solid waste facilities are currently operating under regulations issued by the federal, state and local regulatory agencies. The Contractor shall abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium, or denial of permission to operate the facility, which may be imposed or issued by any agency having jurisdiction.

In the event that fines are incurred, all fines and penalties shall be the responsibility of the Contractor.

32. Personnel:

Contractor's qualifications – The contractor shall have an active Business License.

Program Manager – the contractor shall provide a project manager who shall be responsible for the competent performance of the work and assigned task. The Project Manager will provide the means necessary to communicate with Solid Waste personnel specified. The project manager shall have full authority to act for the contractor.

Employees – Contractor's personnel shall be competent operators and be provided for the operation of said equipment by the Contractor.

Subcontractors—Contractor shall obtain approval from the Owner of all subcontractors performing functions directly related to this contract prior to the subcontractor performing Work.

33. Physical Security:

Only authorized contractor personnel are allowed on premises. Exceptions will have to be approved by the Owner.

Keys to job sites will be obtained on an individual trip basis. Keys will not be issued for duration of the project.

34. Hours of Operation:

Access to the landfills and associated monitoring sites is available from 7:00 am to 4:00 pm, Mondays through Fridays. If weather or other conditions require access during other times, such access will be arranged a minimum of 24 hours in advance.

Cobb County General Instructions For Bidders, Terms and Conditions

I. Preparation Of Bids

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid (ITB) issued by Cobb County are advertised on the Cobb County Internet site, www.purchasing.cobbcountyga.gov and every Friday in the Marietta Daily Journal.

II. Delivery

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received **by 5:00 pm on March 1, 2011** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Submit questions in writing to:
Cobb County Purchasing
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154 Email: purchasing@cobbcounty.org

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any

addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

VI. Testing and Inspection

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

VII. F.O.B. Point

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

IX. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from

the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

X. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XI. County Furnished Property

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XII. Rejection of Bids

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XIII. Contract

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully

agrees to the provisions contained in the "Sample Contract" in its entirety. The County reserves the right to make alterations to Sample Contracts.

XIV. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XV. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XVI. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XVII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XVIII. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XIX. Ineligible Bidders

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XX. Alterations of Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXI. Termination for Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXII. Inter-governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXIII. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXIV. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report, EXHIBIT C*. Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

**XXVI. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 10-28-2010 - Supersedes All Previous Versions)**

BACKGROUND

Pursuant to the "Georgia Security and Immigration Compliance Act," Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents **MUST INCLUDE** a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, THE BID WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these "Procedures & Requirements" be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" attached to and required under these "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;
 - (h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a

subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION COMPLIANCE CERTIFICATION" form attached to these "Procedures & Requirements" and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 10-28-2010

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 10-28-2010

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public
Commission Expires: _____

Effective 10-28-2010

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page ***DBE Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C
Cobb County Government Disadvantaged Business Enterprise Participation
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$ _____ Payment amount requested at this time: \$ _____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
 2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
 Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

APPENDIX – A

CONTRACTOR'S QUALIFICATION STATEMENT

I. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number: _____

II. BANK REFERENCE

Primary Bank: _____

Relationship officer
responsible for account: _____

Telephone Number: _____

III. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide names: _____

Prior projects with Cobb County: _____

SIMILAR PROJECT EXPERIENCE

1. Name of project: _____

Address of project: _____

Contact person with Owner: _____

Phone number: _____

2. Name of project: _____

Address of project: _____

Contact person with Owner: _____

Phone number: _____

3. Name of project: _____

Address of project: _____

Contact person with Owner: _____

Phone Number: _____

CONTRACTOR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

_____, Dated ___ / ___ /

_____, Dated ___ / ___ /

_____, Dated ___ / ___ /

The undersigned understands and agrees also to comply with and be bound by the entire contents of the Project Manual.

Bidder: _____

Signed: _____

Title: _____

Address _____

License: # _____

Type of Business Entity:

(corporation, sole proprietorship, partnership, p.c.)

Individual Members of the Firm

President of the Corporation

Secretary of the Corporation

Corporation is organized under the Laws of the State of _____

Bid dated this _____ day of _____ 2011

APPENDIX - B

Cheatham Road Landfill - Site Monitoring Requirements

Cheatham Road Landfill has 21 existing groundwater monitoring wells, five of which are also used as MNA Assessment Wells; 7 surface water monitoring points and 3 stormwater outfalls.

ALSO; Following an Assessment of Corrective Measures (ACM), the Cheatham Landfill is under a Georgia EPD approved program of Monitored Natural Attenuation (MNA). This MNA program requires monitoring of 13 groundwater wells utilizing the EPA "Technical Protocol for Evaluation of Natural Attenuation of Chlorinated Solvents in Groundwater". URL= www.epa.gov/ada/download/reports/protocol.pdf . Testing of the Cheatham wells may omit the two optional analytes in the technical protocol. Of these 13 wells, five also function as landfill closure monitoring wells. Samples from these five wells must satisfy both monitoring and assessment protocols.

GROUNDWATER:

A. Sampling Schedule:

Cheatham currently follows a semi-annual sampling regime of Appendix I constituents.

Average DTW =16.30 ft.

AverageDOW= 39.6ft

Following an Assessment of Corrective Measures (ACM), the Cheatham Landfill is under a Georgia EPD approved program of Monitored Natural Attenuation (MNA). This MNA program requires monitoring of 13 groundwater wells utilizing the EPA "Technical Protocol for Evaluation of Natural Attenuation of Chlorinated Solvents in Groundwater".

B. Sampling Location:

There are 28 groundwater wells including the 13 assessment wells (5 of which are co-located with the groundwater monitoring function.) See Table in Appendix – B.

Appendix I wells: See Appendix - B.

C. Field QC Samples:

A minimum of one trip blank for each cooler shipped containing VOCs and one duplicate is required for every groundwater sample event.

D. Parameter List:

The Appendix I and II lists for groundwater sampling analysis, with suggested laboratory analytical methods may be found in 40 CFR Part 258, Subpart E (as amended October 9, 1991). The parameters required to be determined in the field at the time of sampling include pH, specific conductance, temperature, and turbidity.

SURFACE WATER:

A. Sampling Schedule:

Cheatham currently follows a semiannual sampling regime for surface water, which coincides with the groundwater sample events.

B. Sampling Location:

There are seven surface water sample locations that are as follows: SWA-1, SWB-1, SWB-2, SWB-3, SWB-4, SWC-1, and SWC-2

C. Field QC Samples:

A minimum of one trip blank for each cooler shipped containing VOCs.

D. Parameter List:

All sample points are sampled and analyzed in the laboratory for total organic carbon (TOC), total cyanides, chlorides, and total metals (Method 6010), including mercury. In addition, sample points SWB-3 and SWC-2 are sampled and analyzed for all Appendix I volatile organic compounds (VOC's). The parameters required to be determined in the field at the time of sampling include pH, specific conductance, and temperature.

STORMWATER:

A. Sampling Schedule:

All three landfills are exempt from scheduled stormwater monitoring based upon the No Exposure Certifications on record with the Georgia Department of Natural Resources.

The following table describes the wells to be sampled for Closure Compliance and for the Monitored Natural Attenuation Assessment. The wells that serve both duties are evident in the table.

Relationship of Groundwater Monitoring vs. MNA Assessment Wells

Cheatham Rd. Sanitary Landfill Sampling Network	
APPENDIX – 1 (VOCs & Metals) 2-inch Groundwater Monitoring Wells.	MNA and Appendix – 1 VOCs Assessment Wells
GWA-1	
GWB-1	
GWB-2	
GWB-3	
GWB-4C	
GWB-5	
GWB-6	GWB-6
	GWC-2
GWC-3	
GWC-9B	
	GWC-11
GWC-11A	GWC-11A
	GWC-12
	GWC-16
	GWC-17
	GWC-18
GWC-20	
GWC-21	
GWC-23A	GWC-23A
GWC-23B	GWC-23B
GWC-23C	GWC-23C
GWC-24	
GWC-25	
GWC-26	
GWC-27	
GWC-28	
GWC-29	
	MW-22A
	MW-22B
SWA-1	
SWC-1	
SWC-2	
SWB-3	
SWB-4	

County Farm Drive Sanitary Landfill – Site Monitoring Requirements

GROUNDWATER:

County Farm Drive currently has an approved groundwater monitoring plan; however, Georgia EPD has deferred groundwater monitoring at the site. Bidders are required to provide a price quotation for groundwater points to facilitate commencement of a groundwater monitoring program, if the EPD deferment is rescinded.

SURFACE WATER:

A. Sampling Schedule:

Routine monitoring of surface water will be performed semiannually during the months in conjunction with the semiannual groundwater and surface water sampling conducted at County Farm Road Landfill. Samples will be collected and analyzed for the parameters listed below.

B. Sampling Location:

The four sampling points are in Olley Creek upstream and downstream of the landfill. They are SWA-1, SWA-2, SWC-1, and SWC-2. These are the same surface water sample locations as for the County Farm Road Landfill.

C. Field OC Samples:

No field QC samples are required at County Farm Drive Landfill.

D. Parameter List:

All sample points are sampled and analyzed in the laboratory for total organic carbon (TOC), total cyanides, and total metals (Method 6010), including mercury. The parameters required to be determined in the field at the time of sampling include pH, specific conductance, and temperature.

STORMWATER:

A. Sampling Schedule:

All three landfills are exempt from scheduled stormwater monitoring based upon the No Exposure Certifications on record with the Georgia Department of Natural Resources.

REPORTING:

Even though GAEPD presently does not require groundwater monitoring for County Farm Drive Landfill and the surface water sampling sites are concurrent with the County Farm Road C&D Landfill, a separate stand-alone report shall be generated for the County Farm Drive Landfill. Reference to the surface water data in the County Farm Road reporting is not sufficient.

County Farm Road C&D Landfill - Site Monitoring Requirements

County Farm Road C&D Landfill has eight groundwater monitoring wells, and four surface water monitoring points (the same surface water sample points as for County Farm Drive Landfill).

GROUNDWATER:

A. Sampling Schedule:

County Farm Road currently follows a semi-annual sampling regime of Appendix I constituents.

B. Sampling Location:

There are eight groundwater sample points:

GWA-1, GWC-1, GWC-2, GWC-2D, GWC-3, GWC-4, GWC-4D, and GWC-5.

Average DTW = 12.7 feet

Average DOW = 26.38 feet

C. Field OC Samples:

A minimum of one trip blank for each cooler shipped containing VOCs and one duplicate is required for every groundwater sample event.

D. Parameter List:

The Appendix I list for groundwater sampling analysis, with suggested laboratory analytical methods may be found in 40 CFR Part 258, Subpart E (as amended October 9, 1991).

The parameters required to be determined in the field at the time of sampling include pH, specific conductance, temperature, and turbidity.

SURFACE WATER:

A. Sampling Schedule:

Routine monitoring of surface water will be performed semiannually during the months of April and October in conjunction with the groundwater sampling.

B. Sampling Location:

The four sampling points are in Olley Creek upstream and downstream of the landfill:

SWA-1, SWA-2, SWC-1, and SWC-2. These are the same surface water sample locations as for the County Farm Drive Landfill.

C. Field QC Samples:

No field QC samples are required at County Farm Road C&D Landfill.

D. Parameter List:

All sample points are sampled and analyzed in the laboratory for total organic carbon (TOC), total cyanides, and total metals (Method 6010), including mercury.

The parameters required to be determined in the field at the time of sampling include pH, specific conductance, and temperature.

STORMWATER:

A. Sampling Schedule:

All three landfills are exempt from scheduled stormwater monitoring based upon the No Exposure Certifications on record with the Georgia Department of Natural Resources.

APPENDIX - C

Laboratory QA/QC Requirements

All of the groundwater analyses must be those listed as suggested laboratory methods in the Appendix II list found in 40 CFR Part 258, Subpart E (as amended October 9, 1991).

The subcontracted laboratory must meet the specified PQL, to ensure that the laboratory practical quantitation limits will be equal to or less than the Federal Primary and Secondary Drinking Water Standards (MCLs). If possible, the surface water and stormwater analyses methods shall also meet these practical quantitation limits if the analyses method allows.

Cobb County requires that the laboratory subcontractor provide laboratory performance and reportables consistent with EPA Level I (Data Quality Objectives for Remedial Response Activities, EPA/540/G-87/003, (OS WER Directive 9355.O-7B), March 1987).

The general information on each of the reports provided should include the following:

- Results of the sample analysis
- Parameters of interest
- Method of analysis
- Detection limits of analysis
- Sample collection date as reported on the chain of custody
- Sample received date
- Sample preparation/extraction date
- Sample analysis date
- Copy of the chain of custody, signed by the laboratory official
- A narrative summary identifying any QA or sample problems encountered, required sample manipulations (dilutions), and the corrective action taken

The laboratory must also provide the following reportables for each individual analyses:

- Results of method blanks
- Results of water blanks, trip blanks, and/or extraction blanks
- Results of analysis of a batch-specific matrix
- Results of analysis of reagent water and blank spiked with the with compounds of interest; expected value, the expected percent recovery, control limits, and source of the compounds of interest.
- Results of batch-specific laboratory duplicate or reagent water (blank) spike duplicate, percent recovery, control limits and calculated RPD.
- Results of analysis of spiked water duplicate, expected value, percent recovery, RPD, and control limits.

All other data that is not required to be reported must be maintained by the laboratory for a period of three years and made available for audit review upon 30 days notice. This data may include the following:

Inorganic Analyses

- Concentration of calibration curve standards.
- Results of analysis of initial calibration verification standards, percent recoveries, and expected values.

- Results of analysis of continuing calibration verification standards, percent recoveries, and expected values.
- Results of laboratory control samples (LCS) or QC check samples
- Results of linear range check samples for ICP
- Results of linear range (1:5) dilution sample for ICP
- Results of interference check sample (ICS) analysis and expected value (ICP only)\
- Results of laboratory duplicates
- Results of matrix spike (digested spike) analysis
- Results of analytical (post-digested) spike analysis
- Sequential measurement readout records
- Digestion logs
- Percent solids raw data
- Raw data calculation worksheets

Organic Analyses

- Solvent blanks
- Independent QC samples
- Matrix spikes
- Matrix spike duplicates, if performed (GCIMass Spectrometer only)
- Calculated percent recoveries for matrix spike/matrix spike duplicate, relative percent difference (RPD), control limits, and source
- Laboratory duplicates, expected value, RPD, and control limits
- Surrogate spikes, expected value, percent recovery, control limits, and source
- GC/Mass Spectrometer tuning with BFB or DFTPP and mass calibration summary
- Continuing calibration standards, including results of system performance compound checks (SPCC) and calibration compound checks (CCC), and expected results
- Relative response factors and relative retention time for each parameter
- The internal standard parameter (compound) and concentration
- Sample chromatograms and mass spectral data for each sample
- Initial calibration data
- BFB and DFTPP Spectrum

The laboratory is also required to be accredited with state certification for both Georgia and any state where the sample analysis is completed. No analysis shall be subcontracted to any other laboratory unless that subcontracted laboratory is also certified and can meet the above laboratory expectations.

REPORT REQUIREMENTS

General Requirements

The sampling reports should include at minimum the following:

- Cover letter
- Summary of which points were sampled or dry.

- Highlights of sample locations with detections above MCLs.
- Direction to the reader to the location of the analytical summary tables, the laboratory analytical results (including all QA/QC results, any lab spikes, chain of custodies, etc.).
- If the site has a statistical program, a statement must be included in the Report which describes the statistical method used and the status of each of the wells (i.e., whether there is a significant statistical increase).
- Written certification of the site achieving either a “compliance” or “noncompliance” status. The certification must include a signature and stamp of a professional geologist or engineer registered to practice in Georgia.
- Groundwater elevation map
- Analytical summary tables
- Laboratory analytical results

Any statistical analysis package must be submitted under separate cover because there is not a Georgia rule requirement to submit the actual analysis package to the Georgia EPD. The owner should also receive the original laboratory analytical report for the facilities’ operating records.

The following copies should be distributed to the following parties in the 30-day time period from the sampling event:

- Final Report incorporating all comments and in the format described above
Two copies - Cobb County
- Statistical Package
One copy - Cobb County
- Original Laboratory Reports
Original copy - Cobb County
- Field Monitoring/Well Integrity Forms
One copy - Cobb County

Groundwater Statistical Analysis

Cheatham Road MSWLF and County Farm Road C&D Landfill currently utilize the groundwater laboratory analytical results to generate statistics that determine if and when the sites have had significant statistical increases of any one of the parameters analyzed. All of the historical data including any metals or volatile organic compounds with a detectable laboratory concentration were input into the USEPA Groundwater Information Tracking System (GRITS). Non-parametric ANOVA tests (Kruskal-Wallis) were performed which compared the concentrations of the downgradient wells to those of the upgradient wells.

Statistical programs need to be continued for all of the wells in a “non-assessment mode.” (This includes 21 groundwater wells at Cheatham and 8 groundwater wells at County Farm Road.). The successful bidder will recommend the appropriate statistical method (meeting the performance standards as outlined in the Georgia Rules of Solid Waste Management Inc. 391-3-4-.14, Paragraphs (18-20) for the above number of points. The Owner may consider alternate statistical methods in the bid, but the Owner’s decision of which statistical method to use will be final.

This task must be certified by a professional geologist or engineer registered to practice in Georgia. This task may also be required in the future for County Farm Drive if groundwater monitoring activities commence, and it may also be discontinued at any time during the contract at the discretion of the Owner.

Groundwater Elevation Map

A groundwater elevation map must be constructed for both Cheatham Road and County Farm Road. This task may also be required in the future for County Farm Drive if groundwater monitoring activities commence.

As a minimum the map must be drawn to an appropriate scale to incorporate all monitoring points and all property boundaries of the site onto an 11 x 17 maximum page size. It should include all groundwater monitoring wells correctly labeled and positioned with the current groundwater elevation appearing near the well label. The map should also include major features of the site (such as roads, entrances, any buildings, etc.), a basic topography, and the potentiometric surface that depicts the rate and direction of the groundwater flow.

This task must be certified by a professional geologist or engineer registered to practice in Georgia. This task may also be required in the future for County Farm Drive if groundwater monitoring activities commence.

APPENDIX - D

BID FORM

Groundwater and Surface Water Monitoring, Collection, Analysis and Reporting Services Sealed Bid #11-5563

Instructions:

Please provide a dollar amount for each item below. Any spaces, which do not contain a dollar figure, will be considered non-responsive.

All prices provided below must be clearly designated on the proper line. Please mark decimals clearly. Any regulatory fees, host fees, or any applicable fees must be included in the pricing below.

Provide pricing on Low-flow Pump sampling based on the average depth information provided on the bid form. This is to provide compensation to the contractor acknowledging the additional costs frequently associated with low-flow sampling vs. manual bailing. Since the County anticipates few, if any, sampling requiring low-flow techniques, bid rankings will be based on the manual baling rates.

Such price represents the cost of services for a single year (2 sampling events) of the contract at each individual landfill site. A separate form is to be completed for Cheatham Landfill, County Farm Road Landfill, and County Farm Drive Landfill.

These total costs shall then be entered as total costs on the Total Bid Form.

The total base bid shall constitute full compensation to the Subcontractor for furnishing all subcontract work, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner services as specified.

Bid Form – Cheatham Road Landfill Monitoring

No. Sample Units X Unit Cost X Events per Year = Cost per Year

FIELD SAMPLING					
	No. of Sample Units per Event	Written Unit Cost per Sample	Unit Cost	Events per Year	Cost per Year
DTW =16.15 ft. DOW= 34.67ft Average Depths @ Sept. 2009					
2-inch Groundwater Monitoring Wells	21			2	
2-inch Groundwater Assessment Wells	13			1	
Surface Water Monitoring Points	7			2	
Stormwater Monitoring Points	0			0	
Low Flow Pump Contingency	3			2	
TOTAL					
LABORATORY ANALYSIS					
Groundwater					
Appendix I	21			2	
Appendix II					
TOTAL					
Surface Water					
Appendix I VOC's	7			2	
Total Organic Carbon (TOC)	7			2	
Total Cyanide	7			2	
Total Metals	7			2	
Total Mercury	7			2	
TOTAL					
Stormwater					
Total Organic Carbon (TOC)	0				
Total Cyanide	0				
Total Metals & Dissolved Mg	0				
Total Mercury	0				
TOTAL					
REPORT PREPARATION					
General Report - Semi-Annual	3 cy			2	
Statistical Data Analysis	3 cy			2	
Groundwater Elevation Map	3 cy			2	
Stormwater Report	0			0	
TOTAL					

COMPANY NAME: _____

Bid Form – County Farm Drive Landfill Monitoring

No. Sample Units X Unit Cost X Events per Year = Cost per Year

FIELD SAMPLING					
	No. of Sample Units per Event	Written Unit Cost per Sample	Unit Cost	Events per Year	Cost per Year
<i>No Groundwater Wells</i>					
2-inch Groundwater Monitoring Wells	0			0	
* Surface Water Monitoring Points	0			0	
Stormwater Monitoring Points	0			0	
* Use same samples/data as obtained during the County Farm Road sampling event.					
TOTAL					
LABORATORY ANALYSIS					
Groundwater					
Appendix I	0			0	
Appendix II					
					TOTAL
Surface Water					
* Appendix I VOC's	0			0	
* Total Organic Carbon (TOC)	0			0	
* Total Cyanide	0			0	
* Total Metals	0			0	
* Total Mercury	0			0	
* Use same samples/data as obtained during the County Farm Road sampling event. TOTAL					
Stormwater					
Total Organic Carbon (TOC)	0			0	
Total Cyanide	0			0	
Total Metals & Dissolved Mg	0			0	
Total Mercury	0			0	
					TOTAL
REPORT PREPARATION					
General Report - Semi-Annual	3 cy			2	
Statistical Data Analysis	2 cy			2	
Groundwater Elevation Map	2 cy			2	
Stormwater Report	0 cy			0	
					TOTAL

COMPANY NAME: _____

Bid Form – County Farm Road Landfill Monitoring

No. Sample Units X Unit Cost X Events per Year = Cost per Year

FIELD SAMPLING					
	No. of Sample Units per Event	Written Unit Cost per Sample	Unit Cost per Sample	Events per Year	Cost per Year
DTW = 13.29' DOW – 25.27' Average Depths @ May 2010					
2-inch Groundwater Monitoring Wells	8			2	
Surface Water Monitoring Points	4			2	
Stormwater Monitoring Points	0			0	
TOTAL					
LABORATORY ANALYSIS					
Groundwater					
Appendix I	8			2	
Appendix II					
					TOTAL
Surface Water					
Appendix I VOC's	2			2	
Total Organic Carbon (TOC)	2			2	
Total Cyanide	2			2	
Total Metals	2			2	
Total Mercury	2			2	
					TOTAL
Stormwater					
Total Organic Carbon (TOC)	0				
Total Cyanide	0				
Total Metals & Dissolved Mg	0				
Total Mercury	0				
					TOTAL
REPORT PREPARATION					
General Report - Semi-Annual	3 cy			2	
Statistical Data Analysis	2 cy			2	
Groundwater Elevation Map	2 cy			2	
Stormwater Report	0			0	
					TOTAL

COMPANY NAME: _____

Bid Form Summary
Groundwater, Surfacewater, & Stormwater
Monitoring, Analysis and Reporting Services

FIELD SAMPLING

	Written Total Dollar Amount	Total Dollar Amount
Cheatham Road Landfill		
County Farm Road Landfill		
County Farm Drive Landfill		

LABORATORY ANALYSIS

Cheatham Road Landfill		
County Farm Road Landfill		
County Farm Drive Landfill		

REPORT PREPARATION

Cheatham Road Landfill		
County Farm Road Landfill		
County Farm Drive Landfill		

TOTAL BASE BID DOLLAR AMOUNT

Total Base Bid Dollar Amount		
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COMPANY NAME: _____