#### **BOARD OF COUNTY COMMISSIONERS**

Lee Hearn, Chairman Edward Gibbons, Vice Chairman Eric K. Maxwell Charles W. Oddo Charles D. Rousseau



### **FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator Dennis A. Davenport, County Attorney Tameca P. Smith, County Clerk Marlena Edwards, Chief Deputy County Clerk

> 140 Stonewall Avenue West Public Meeting Room Fayetteville, GA 30214

# **AGENDA**

August 11, 2022 5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

Call to Order Invocation and Pledge of Allegiance by Commissioner Eric Maxwell Acceptance of Agenda

# PROCLAMATION/RECOGNITION: PUBLIC HEARING:

### **PUBLIC COMMENT:**

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

#### **CONSENT AGENDA:**

1. Approval of the July 28, 2022 Board of Commissioners Meeting Minutes. (pages 3-8)

# OLD BUSINESS: NEW BUSINESS:

2. Request to approve the proposed 2023 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County for \$885,422.63 and authorization for the Chairman to sign the LMIG Application and related documents.

(pages 9-10)

- 3. Request to approve staff's recommendation to award Contract #2128-B, Annual Contract for Waterline Extensions for Fiscal Year 2023, to the low/only responsive, responsible bidder Shockley Plumbing, with not-to-exceed or fixed prices established for each project as assigned, not-to-exceed a total contracted amount of \$1,870,800. (pages 11-18)
- 4. Request to approve Resolution 2022-08 to set the water billing rate that the Water System charges to the Peachtree City Water & Sewerage Authority, the City of Fayetteville, the Town of Tyrone, and the Town of Brooks. (pages 19-21)
- 5. Request to approve a Billing Services Agreement between Fayette County and the City of Fayetteville to set a water billing rate from \$1.62 per customer to \$1.82 per customer. (pages 22-26)
- 6. Request to accept and acknowledge a Disclosure and Confirmation of Informed Consent from the County Attorney regarding the 2022 agreement for Water Billing Services between Fayette County and the Town of Tyrone. (pages 27-29)

Agenda August 11, 2022 Page Number 2

7. Request to approve a Billing Services Agreement between Fayette County and the Town of Tyrone to set a water billing rate from \$1.62 per customer to \$1.82 per customer. (pages 30-35)

# **ADMINISTRATOR'S REPORTS:**

A. Contract 1867-P: Water System Engineer of Record Task Order 23-02: Groundwater/Surface Water Landfill Monitoring (pages 36-61)

**ATTORNEY'S REPORTS:** 

**COMMISSIONERS' REPORTS:** 

**EXECUTIVE SESSION:** 

**ADJOURNMENT:** 

#### **BOARD OF COUNTY COMMISSIONERS**

Lee Hearn, Chairman Edward Gibbons, Vice Chairman Eric K. Maxwell Charles W. Oddo Charles D. Rousseau Consent #1



### **FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator Dennis A. Davenport, County Attorney Tameca P. Smith, County Clerk Marlena Edwards, Chief Deputy County Clerk

> 140 Stonewall Avenue West Public Meeting Room Fayetteville, GA 30214

# **MINUTES**

July 28, 2022 5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

#### Call to Order

Chairman Lee Hearn called the July 28, 2022 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present. Commissioner Eric Maxwell was absent.

# Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons.

Vice Chairman Edward Gibbons offered the Invocation and led the Board and audience in the Pledge of Allegiance.

### **Acceptance of Agenda**

Vice Chairman Gibbons moved to accept the agenda as written. Commissioner Charles Rousseau seconded. The motion passed 4-0. Commissioner Maxwell was absent.

### PROCLAMATION/RECOGNITION:

## **PUBLIC HEARING:**

1. Consideration of Petition No. 1320-22, G-Squared Events Holding, LLC, Owner, and Alvin Williams, Agent, request to rezone 25 acres from R-40 to G-B to expand a movie/television studio complex; property located in Land Lot 198 of the 13th District and front(s) on S.R. Highway 138.

Interim Planning and Zoning Director Chanelle Blaine read the Introduction to Public Hearings for rezoning.

Commissioner Rousseau recused himself from consideration of this item. He stated that the subject property was in District 4, and that he engaged in conversations with the applicant regarding future needs of employment and training for the community in that area. He noted that while he could efficiently deliberate in discussion and consideration of this item, he felt it would be prudent to recuse himself. Commissioner Rousseau left the chambers during discussion.

Ms. Blaine asked Ryan Cooper, representative of the petitioner, if he was ok with proceeding with the Public Hearing, even though less than a full board was present at the meeting.

County Attorney Dennis Davenport explained as clarification the gravity of moving forward with less than a full board. He stated that approval of any item required three votes, meaning that if this item received 2-1 votes, that would be a denial.

Ms. Blaine stated that both staff and the Planning Commission recommended approval with the following four conditions:

1. That the subject property be combined with the adjacent G-B tract to the west by a deed and said deed be recorded prior to submittal of a site plan. 2. That all existing structures have to be removed from the subject property within 180 days of the effective date of the rezoning. 3. That the owner/developer extend the waterline at their expense per the comments of the Fayette County Water System. 4. That the owner/developer establish a 100-foot buffer along boundary line of the subject property and the adjacent lot to the east (parcel 1306-017). The buffer shall provide for a greater separation of uses and a visual screen through the use of natural vegetation or other means, including, replanting or supplemental plantings (see chapter 104, development regulations, for planting requirements). Other visual screening elements or noise attenuation devices, such as walls or berms, may be utilized in addition to the vegetation in the buffer. Stormwater retention and detention facilities may be located in the buffer but shall be set back a minimum of 50 feet from the property line. Said 50 feet, as measured from the property line, shall be for the aforementioned required natural vegetation, plantings, and other visual screening elements or noise attenuation devices only. Multi-use path connections and utilities (including underground stormwater piping) may be located anywhere within the buffer.

Alvin Williams, with Cinema South Studies, stated that he was fine with all the conditions.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve Petition No. 1320-22, G-Squared Events Holding, LLC, Owner, and Alvin Williams, Agent, request to rezone 25 acres from R-40 to G-B to expand a movie/television studio complex; property located in Land Lot 198 of the 13th District and front(s) on S.R. Highway 138, with the outlined four conditions. Commissioner Charles Oddo seconded. The motion passed 3-0. Commissioner Rousseau recused himself and Commissioner Maxwell was absent.

Commissioner Rousseau returned to the chambers.

# **PUBLIC COMMENT:**

#### CONSENT AGENDA:

Commissioner Oddo moved to accept the Consent Agenda as written. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

- 2. Approval of staff's request to auction two (2) surplus boats, one (1) boat trailer and one (1) boat motor.
- 3. Approval to award annual Bid #2131-B to Faultless Business Center as primary vendor for dump truck hauling services for fiscal year 2023 for a total award amount of \$170,551.41.
- 4. Approval of the July 14, 2022 Board of Commissioners Meeting Minutes.

# **OLD BUSINESS:**

# **NEW BUSINESS:**

5. Request to award Contract #2103-B, Fayette County Sheriff Office (FCSO) Hewell Road Renovation, to Brewer Construction Group, LLC in the amount of \$507,995.88 and approval to transfer \$19,035.36 from CIP #5565H (Links - Sheriff's Training Center) to fully fund the contract.

Tim Symonds, the Project Manager for the Hewell Road Renovation Project, stated that as the Board was aware, the Hewell Road property was purchased at the beginning of the year as part of the Fayette County Sheriff' Office training facility development. He stated that this was only one part of the tactical driving course portion of the facility. He stated that this property was hoped to be used for a driving and firearms simulator, as well as a defensive tactics area. Mr. Symonds stated that Brewer Construction Group, LLC was the lowest bidder. Mr. Symonds stated that he did reach out to references of Brewer Construction Group, LLC to ensure their quality of work was up to par for Fayette County and received "glowing accommodations". He stated

that he was seeking approval to award Contract #2103-B, Fayette County Sheriff Office (FCSO) Hewell Road Renovation, to Brewer Construction Group, LLC.

Vice Chairman Gibbons moved to approve to award Contract #2103-B, Fayette County Sheriff Office (FCSO) Hewell Road Renovation, to Brewer Construction Group, LLC in the amount of \$507,995.88 and approval to transfer \$19,035.36 from CIP #5565H (Links - Sheriff's Training Center) to fully fund the contract. Commissioner Oddo seconded the motion.

Chairman Hearn thanked Mr. Symonds for checking references. He stated that this helped to select the right contractors for County projects.

Vice Chairman Gibbons moved to approve to award Contract #2103-B, Fayette County Sheriff Office (FCSO) Hewell Road Renovation, to Brewer Construction Group, LLC in the amount of \$507,995.88 and approval to transfer \$19,035.36 from CIP #5565H (Links - Sheriff's Training Center) to fully fund the contract. Commissioner Oddo seconded the motion. The motion passed 4-0. Commissioner Maxwell was absent.

6. Request to award annual Bid #2132-B to E.R. Snell Contractor, Inc of Tyrone as annual vendor for asphalt services for fiscal year 2023 with a not-to-exceed amount of \$1,182,425.

Road Department Director Steve Hoffman stated that the purpose of request was seeking approval to award annual Bid #2132-B to E.R. Snell Contractor, Inc of Tyrone as the annual vendor for asphalt services for fiscal year 2023, with a not-to-exceed amount of \$1,182,425.

Commissioner Rousseau moved to approve to award annual Bid #2132-B to E.R. Snell Contractor, Inc of Tyrone as annual vendor for asphalt services for fiscal year 2023 with a not-to-exceed amount of \$1,182,425. Commissioner Oddo seconded.

Chairman Hearn asked if the County had worked with E.R. Snell Contactor Inc. before.

Mr. Hoffman stated yes.

Commissioner Rousseau moved to approve to award annual Bid #2132-B to E.R. Snell Contractor, Inc of Tyrone as annual vendor for asphalt services for fiscal year 2023 with a not-to-exceed amount of \$1,182,425. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

7. Request to approve Resolution 2022-07, to acquire from MBT Investments, LLC, a 57 +/- acre parcel of land located in Land Lot 140 of the 5th District, east of 355 McDonough Road, also known as a portion of tax parcel 05-33-007 for \$500,000.

Parks and Recreation Director Anita Godbee stated that, presented before the Board was an opportunity to purchase a 57 +/acre parcel of land located in Land Lot 140 of the 5th District, east of 355 McDonough Road, also known as a portion of tax
parcel 05-33-007. This property had the potential to provide a passive recreation for the County in the future. She stated that the
intent of the Resolution presented to the Board, was to acquire the property from MBT Investments, LLC for \$500,000.

Commissioner Rousseau moved to approve Resolution 2022-07, to acquire from MBT Investments, LLC, a 57 +/- acre parcel of land located in Land Lot 140 of the 5th District, east of 355 McDonough Road, also known as a portion of tax parcel 05-33-007 for \$500,000. Vice Chairman Gibbons seconded.

Chairman Hearn asked Mrs. Godbee what was currently on the property.

Mrs. Godbee stated that staff had the opportunity to tour the property and it consisted of a lot of "passive area" meaning trees and flatland. She noted that there was also a beautiful lake/pond on the property. She stated that there was space for trails and

fishing in the pond and the potential for a BMX trail. Mrs. Godbee emphasized that this park would be for passive recreation, a nature area, which the County did not have.

Chairman Hearn stated that it was good to know that any approved projects or development at this park would not have to be completed right away or all at the same time. He added that he felt it would be a great opportunity for the County to take advantage of.

Commissioner Rousseau moved to approve Resolution 2022-07, to acquire from MBT Investments, LLC, a 57 +/- acre parcel of land located in Land Lot 140 of the 5th District, east of 355 McDonough Road, also known as a portion of tax parcel 05-33-007 for \$500,000. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

### **ADMINISTRATOR'S REPORTS:**

### **ATTORNEY'S REPORTS:**

**Notice of Executive Session**: County Attorney Dennis Davenport stated that there were two items for Executive Session. One item involving pending litigation and the review of the Executive Session minutes for June 23, 2022.

# **COMMISSIONERS' REPORTS:**

#### Commissioner Rousseau

Commissioner Rousseau stated that his comments at the start of the meeting, in referece to his recusal of item #1, were in reference to employment opportunity for the community, which in his estimation, the County did not have a good grasp of at Trilith and Pinewood Studios as it related to locals being employed. As well as training of youth to prepare them for future opportunities. He noted that while he could have efficiently deliberated in discussion and consideration of that item, he felt it would be prudent to recuse himself.

Commissioner Rousseau stated that he wanted to lift and acknowledge the Clayton County Police Officer that was recently injured in the line of duty. He stated that he wanted to send his regards to her family and sincerely wishes a speedy recovery.

Additionally, he sent his regards to the family that was in an incident over the weekend in Fayette County and extended some kudos to Fayette County law enforcement professionals for remaining safe.

Commissioner Rousseau stated that in reference to the Community Remembrance Coalition flyer that was left on the dais, he noted that he had received good feedback with respect to the initiative. He extended his appreciation to County Clerk, Tameca Smith for her efforts as part of the coalition.

He concluded that the County had several new principals and advised that he would be reaching out to welcome them and offer assistance as the new school year approaches. He also recognized the Fayette County School Board for their efforts in hiring new school bus drivers and offering a decent wage and the recent milestone achievement they received.

# **Chairman Hearn**

### **ACCG Leadership Conference**

Commissioner Rousseau moved to nominate Charles Oddo as the voting delegate the ACCG Legislative Leadership Conference. Vice Chairman Gibbons seconded. The motion passed 4-0.

Chairman Hearn stated that Fayette County Board of Commissioners would hold two Special Called Public Hearings on Thursday August 18, 2022 for the purpose of hearing public input of the milage rate increased these hearing will be held at 10:00 a.m. and at 6: p.m. These hearing will be held at the Administrative Complex at 140 Stonewall Ave. W. in the Public Meeting Room Fayetteville, Georgia 30214.

Chairman also stated that he and Public Works Director Phill Mallon met with the Chairman and County Manager of Henry County to discuss the McDonough Road project. He stated that they were warmly received and welcomed and noted that they welcomed the opportunity to speak with Georgia Department of Transportation (GDOT) to assist in making the McDonough Road project a priority. He stated that he also had the opportunity to discuss this project with the Clayton County Chairman who welcomed the opportunity to speak with GDOT.

### **Commissioner Oddo**

Commissioner Oddo stated that the County was losing another valuable employee, Chanelle Blaine. He thanked her for her hard work, wishing her the best.

#### Vice Chairman Gibbons

Vice Chairman Gibbons stated that as a point of clarification for citizens. He stated that outside of County right-of-way, the County had no authority, nor responsibility to go onto private property to investigate or correct a perceived or actual issue or concern.

Vice Chairman Gibbons extended his appreciation to local and regional law enforcement professionals for all they do.

### **EXECUTIVE SESSION:**

One item involving pending litigation and the review of the Executive Session minutes for June 23, 2022. Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The Board recessed into Executive Session at 5:26 p.m. and returned to Official Session at 5:34 p.m.

**Return to Official Session:** Vice Chairman Gibbons moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Rousseau seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**Approval to Sign the Executive Session Affidavit:** Commissioner Oddo moved for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Mr. Davenport advised the Board of the Delmar Bernard Workers Compensation Settlement. He stated that the settlement was in the amount of \$115,000, along with a Medicare set aside in the amount of 13,658, for a total of \$128,658. The agreement included a voluntary resignation with release from employment and confidentiality provision, a general release of all claims against the County, and a non-admission of any wrong- doing on behalf of the county.

Vice Chairman Gibbons approved the proposed settlement agreement. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**Executive Session Minutes**: Commissioner Oddo moved to approve the June 23, 2022 Executive Session Minutes. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

# **ADJOURNMENT:**

Vice Chairman Gibbons moved to adjourn the July 28, 2022 Board of Commissioners meeting. Chairman Hearn seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The July 28, 2022 Board of Commissioners meeting adjourned at 5:36 p.m.

Minutes July 28, 2022 Page Number 6	
Marlena M. Edwards, Chief Deputy County Clerk	Lee Hearn, Chairman
The foregoing minutes were duly approved at an official meeting of to on the 11th day of August 2022. Attachments are available upon req	, , , , , , , , , , , , , , , , , , , ,
Marlena Edwards, Chief Deputy County Clerk	

# **COUNTY AGENDA REQUEST**

Department:	Road Department	Presenter(s):	Steve Hoffman, Direc	tor
Meeting Date:	Thursday, August 11, 2022	Type of Request:	New Business #2	
Wording for the Agenda:	,			
Request to approve the p	•	Improvement Grant (LMIG) project ne LMIG Application and related doc	•	-ayette County
Background/History/Detail	S:			
	of Transportation's LMIG program i County's LMIG formula amount for 0	s designed to help local government CY 2023 is \$885,422.63	s make needed improv	ements to local
is on roadway pavement		as prepared a project list in excess o milling, patching, pavement inspect		
Fayette County's LMIG ap \$885,422.63 will then be		ubmitted to GDOT by January 1, 202	23. A check for the gran	t, up to
Fayette County received	\$869,277.34 in 2022.			
Approval of the proposed	·	rs? ement Grant (LMIG) project list for u MIG Application and related docume	•	County for
If this item requires funding	n nlease describe:			
Currently \$1,130,061.00 (	State portion plus the 30% local ma	atch) was budgeted in the Road Dep eased amount received from GDOT.	artment's FY23 M&O Li	MIG23 budget.
Has this request been con	sidered within the past two years?	No If so, whe	en?	
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup F	Provided with Request?	Yes
	-	Clerk's Office no later than 48 ho udio-visual material is submitted	•	•
Approved by Finance	Yes	Reviewed	d by Legal	
Approved by Purchasing	Not Applicable	County C	Elerk's Approval	'es
Administrator's Approval				
Staff Notes:				



# LEE HEARN, Chairman BOARD OF COMMISSIONERS

140 Stonewall Avenue West, Ste. 100 Fayetteville, Georgia 30214 770-305-5122

Ihearn@fayettecountyga.gov

August 11, 2022

Ms. Brandy Spiller Local Government Coordinator 115 Transportation Blvd Thomaston, GA 30286

RE: Fayette County – 2023 LMIG request and status update of 2022 LMIG Project

Dear Ms. Spiller,

Enclosed is Fayette County's Local Maintenance & improvement Grant (LMIG) application package for 2023. Our project list (attached) includes milling, patching, resurfacing and pavement inspections.

2020 Status Update – Fayette County has completed 100% of the 2020 LMIG and the *Statement of Final Expenditures/Status Report* was sent to your attention on September 21, 2021.

2021 Status Update – Fayette County has completed 100% of the 2021 LMIG and the *Statement of Final Expenditures/Status Report* was sent to your attention on September 21, 2021.

2022 Status Update – Fayette County has completed 100% of the 2022 LMIG and the *Statement of Final Expenditures* was sent to your attention on July 20, 2022.

Please call Bradley Klinger at 770-320-6039 or <a href="mailto:bklinger@fayettecountyga.gov">bklinger@fayettecountyga.gov</a> if you need any additional information pertaining to this request.

Fayette County remains appreciative of the LMIG program. It is administered well and the money it provides to local governments is essential for maintaining off-system infrastructure.

Sincerely,

Lee Hearn, Chairman
Fayette County Board of Commissioners

**Enclosures** 

# **COUNTY AGENDA REQUEST**

Department:	Water System	Presenter(s):	Vanessa Tigert, Dir	ector
Department.	water System	rieseillei(s).	variessa Tigert, Dii	ectoi
Meeting Date:	Thursday, August 11, 2022	Type of Request:	New Business #3	
Wording for the Agenda:				
to the low/only responsive		ct #2128-B, Annual Contract for Water abing, with not-to-exceed or fixed prices 800.		
Background/History/Details	S:			
1	ens that have an immediate need.	Vater System to immediately attend to Shockley Plumbing chose not to exte	•	•
Approval to award Contra Plumbing, with not-to-exces \$1,870,800.	eed or fixed prices established for e	s?  aterline Extensions for Fiscal Year 20  each project as assigned, not-to-exce	ed a total contracted	amount of
I unus are budgeted in the	e vvater System Maintenance and C	operations and various water system	11 150a1 16a1 2023 O	ir projects.
Has this request been con	sidered within the past two years?	No If so, whe	n?	
Is Audio-Visual Equipment	t Required for this Request?*	No Backup P	rovided with Reques	t? Yes
		Clerk's Office no later than 48 hou udio-visual material is submitted a	-	•
Approved by Finance	Yes	Reviewed	by Legal	
Approved by Purchasing	Yes	County C	lerk's Approval	Yes
Administrator's Approval				
Staff Notes:				



**Purchasing Department** 

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

To:

Steve Rapson

Through:

Ted L. Burgess

From:

Natasha M. Duggan

Date:

August 11, 2022

Subject:

**Contract 2128-B: Annual Contract for Waterline Extensions** 

The Water System must respond to needs for emergency or other non-routine repairs, extensions, or similar work on the water distribution system. To go through a bid or price quote process each time would be inefficient and would require some customers to wait for unnecessary periods of time for services. To address this issue, the County enters into a contract for as-needed services each fiscal year.

Shockley Plumbing, Inc. held the Annual Contract for Waterline Extensions which expired June 30, 2022. They were offered a renewal contract but declined due to fluctuating prices. The Water System and the Purchasing Department worked together to issue Invitation to Bid #2128-B to acquire waterline extension services for Fiscal Year 2023. Notices of the opportunity were emailed to 68 vendors. Another 634 were contacted through the web-based Georgia Procurement Registry who registered under #91356 (Construction, Utility and Underground Projects and #96185 (Utility Services, Water. In addition, invitations were extended via the Fayette News, the County website, Georgia Local Government Access Marketplace (www.glga.org), and Channel 23.

One (1) company submitted a bid (Attachment 1), as follows:

Vendor

**Total Base Bid** 

Shockley Plumbing, Inc.

\$1,870,800.00

The Water System recommends award of the contract to Shockley Plumbing, Inc. While task orders will be issued that establish a not-to-exceed or fixed price for each project, the total, cumulative not-to-exceed price is \$1,870,800.00. A Contractor Performance Evaluation for their previous contract is attached (Attachment 2).

# Specifics of the recommended contract are as follows:

**Contract Name** #2128-B: Annual Contract for Waterline Extensions

**Contractor** Shockley Plumbing, Inc.

Type of Contract
Contract Amount

Annual, indeterminate quantity, fixed unit price contract
Cumulative total \$1,870,800.00 (all task orders combined)

**Budget** 

 Misc. CIP's
 \$1,722,960.00

 Misc. M&O
 147,840.00

 Total Budget
 \$1,870,800.00

# **#2128-B: Annual Contract for Waterline Extensions**

	Tally Shee	et						
		Unit	Est. Quantity		Shockley Plumbing			
					Unit Price		Extended Price	
1	Mobilization - Primary	EA.	10	\$	2,000.00	\$	20,000.00	
1A	Mobilization - Secondary	EA.	1	\$	2,000.00	\$	2,000.00	
2	24" Diameter (Dia.) Class 300 Ductile Iron Pipe (DIP), complete	L.F.	100	\$	280.00	\$	28,000.00	
3	20" Dia. Class 300 DIP, complete	L.F.	100	\$	190.00	\$	19,000.00	
4	16" Dia. Class 300 DIP, complete	L.F.	100	\$	140.00	\$	14,000.00	
5	12" Dia. Class 350 DIP, complete	L.F.	600	\$	90.00	\$	54,000.00	
6	10" Dia. Class 350 DIP, complete	L.F.	600	\$	80.00	\$	48,000.00	
7	8" Dia. Class 350 DIP, complete	L.F.	5000	\$	70.00	\$	350,000.00	
8	9" Dia. Class 350 DIP, complete	L.F.	600	\$	50.00	\$	30,000.00	
9	Ductile Iron (DI) Fittings, complete	TON	10	\$	13,000.00	\$	130,000.00	
10	Fire Hydrant Assembly, complete	EA.	20	\$	6,000.00	\$	120,000.00	
11	30" Dia. Steel Casing & 20" Dia. Carrier Pipe w/Casing Spacers							
11A	Bore & Jack	L.F.	40	\$	640.00	\$	25,600.00	
11B	Placed in open trench	L.F.	20	\$	580.00	\$	11,600.00	
12	24" Dia. Steel Casing & 16" Dia. Carrier Pipe w/Casing Spacers		20	7	380.00	7	11,000.00	
12A	Bore & Jack	L.F.	40	\$	500.00	\$	20,000.00	
12B	Placed in open trench	L.F.	20	\$	450.00	\$	9,000.00	
13	24" Dia. Steel Casing & 12" Dia. Carrier Pipe w/Casing Spacers	Lili	20	Y	430.00	Y	3,000.00	
13A	Bore & Jack	L.F.	40	\$	440.00	\$	17,600.00	
13B	Placed in open trench	L.F.	20	\$	400.00	\$	8,000.00	
14	20" Dia. Steel Casing & 10" Dia. Carrier Pipe w/Casing Spacers			Ŧ		7	5,000.00	
14A	Bore & Jack	L.F.	40	\$	400.00	\$	16,000.00	
14B	Placed in open trench	L.F.	20	\$	360.00	\$	7,200.00	
15	16" Dia. Steel Casing & 8" Dia. Carrier Pipe w/Casing Spacers						.,	
15A	Bore & Jack	L.F.	200	\$	350.00	\$	70,000.00	
15B	Placed in open trench	L.F.	60	\$	300.00		18,000.00	
16	12" Dia. Steel Casing & 6" Dia. Carrier Pipe w/Casing Spacers							
16A	Bore & Jack	L.F.	65	\$	300.00	\$	19,500.00	
16B	Placed in open trench	L.F.	10	\$	250.00		2,500.00	
17	2" Dia. Combination Vacuum/Air Release Valve (C/ARV), complete. Including saddle tap for 20" dia. Pipe,	EA.	1	\$	2,500.00	\$	2,500.00	
18	2" Dia. C/ARV, complete Including saddle tap for, 16" Dia. Pipe	EA.	1	\$	2,500.00	\$	2,500.00	
19	2" Dia. C/ARV, complete Including saddle tap for, 12" Dia. Pipe	EA.	1	\$	2,500.00	\$	2,500.00	
20	2" Dia. C/ARV, complete Including saddle tap for, 10" Dia. Pipe	EA.	1	\$	2,500.00	\$	2,500.00	
21	Freebore for 20" pipe w/out casing, complete	L.F.	60	\$	200.00	\$	12,000.00	
22	Freebore for 16" pipe w/out casing, complete	L.F.	60	\$	140.00		8,400.00	
23	Freebore for 12" pipe w/out casing, complete	L.F.	60	\$	140.00		8,400.00	
24	Freebore for 10" pipe w/out casing, complete	L.F.	60	\$		\$	8,400.00	
25	Freebore for 8" pipe w/out casing, complete	L.F.	500	\$		\$	55,000.00	
26	Freebore for 6" pipe w/out casing, complete	L.F.	100	\$		\$	10,000.00	
		0000000	(TO STORY)			-0.0		

# #2128-B: Annual Contract for Waterline Extensions

# Tally Sheet

		Unit	Est. Quantity	Shockley Plumbing			
		Oint	LSt. Qualitity		Unit Price		Extended Price
27	20" Dia. Butterfly Valve (BV) w/box & valve marker, complete	EA.	1	\$	6,000.00	\$	6,000.00
28	16" Dia. BV w/box & valve marker, complete	EA.	1	\$	5,000.00	\$	5,000.00
29	12" Dia. GV w/box & valve marker, complete	EA.	3	\$	4,000.00	\$	12,000.00
30	10" Dia. GV w/box & valve marker, complete	EA.	3	\$	3,500.00	\$	10,500.00
31	8" Dia. GV w/box & valve marker, complete	EA.	10	\$	2,300.00	\$	23,000.00
32	6" Dia. GV w/box & valve marker, complete	EA.	1	\$	1,500.00	\$	1,500.00
33	Clearing and Grubbing, complete	ACRE	2	\$	1,000.00	\$	2,000.00
34	Pavement Repair (asphalt)	TON	50	\$	500.00	\$	25,000.00
34A	Pavement Repair (concrete)	C.Y.	10	\$	700.00	\$	7,000.00
35	Trench Rock Excavation, complete	C.Y.	100	\$	200.00	\$	20,000.00
36	Unsuitable Materials, complete	C.Y.	20	\$	20.00	\$	4,000.00
37	3/4" Short-Side service tie-ins	EA.	10	\$	1,000.00	\$	10,000.00
38	3/4" Long-Side service tie-ins, complete	EA.	10	\$	1,700.00	\$	17,000.00
39	1" Short-Side Service Tie in, complete	EA.	5	\$	1,200.00	\$	6,000.00
40	1" Long-Side service tie-ins, complete	EA.	10	\$	2,100.00	\$	21,000.00
41	2" Short-Side Service Tie in, complete	EA.	1	\$	3,200.00	\$	3,200.00
42	2" Long-Side service tie-ins, complete	EA.	1	\$	5,000.00	\$	5,000.00
43	Grassing (DS3), complete	ACRE	5	\$	6,000.00	\$	30,000.00
44	Sod Replacement (DS4), complete	S.F.	3000	\$	2.50	\$	7,500.00
45	Silt Fence (Sd1), complete	L.F.	5000	\$	2.50	\$	12,500.00
46	Ditch Checks (Cd), complete	EA.	100	\$	250.00	\$	25,000.00
47		TON	100	\$	90.00	\$	9,000.00
	Rip-Rap (St), GDOT Type 3  Mulch Mat (Ss), complete			\$	2.00	\$	5,000.00
48		S.Y.	2500	\$	200.00	\$	2,000.00
49	Concrete Encasement, complete		10	\$	200.00	\$	4,000.00
50	Concrete Thrust Blocking, complete	C.Y.	20	\$		\$	
51	24" x 10" Wet Tap, complete	EA.	1	_	17,000.00	\$	17,000.00
52	24" x 8" Wet Tap, complete	EA.	1	\$	16,000.00	\$	16,000.00
53	24" x 6" Wet Tap, complete	EA.	1	\$	16,000.00		16,000.00
54	20" x 10" Wet Tap, complete	EA.	1	\$	14,000.00	\$	14,000.00
55	20" x 8" Wet Tap, complete	EA.	1	\$	14,000.00	\$	14,000.00
56	20" x 6" Wet Tap, complete	EA.	1	\$	14,000.00	\$	14,000.00
57	Omitted	N/A				AVE SE	
58	Omitted	N/A		850			
59	16" x 10" Wet Tap, complete	EA.	1		12,000.00	\$	12,000.00
60	16" x 8" Wet Tap, complete	EA.	1	_	12,000.00	\$	12,000.00
61	16" x 6" Wet Tap, complete	EA.	1	\$	12,000.00	\$	12,000.00
62	Omitted	N/A					
63	12" x 10" Wet Tap, complete w/10" GV	EA.	1	\$	7,000.00	\$	7,000.00
64	12" x 8" Wet Tap, complete w/8" GV	EA.	1	\$	7,000.00	\$	7,000.00
65	12" x 6" Wet Tap, complete, w/6" GV	EA.	1	\$	6,000.00	\$	6,000.00
66	10" x 10" Wet Tap, complete	EA.	1	\$	6,000.00	\$	6,000.00
67	10" x 8" Wet Tap, complete	EA.	1	\$	6,000.00	\$	6,000.00
68	10" x 6" Wet Tap, complete	EA.	1	\$	6,000.00	\$	6,000.00
69	8" x 8" Wet Tap, complete	EA.	1	\$	6,000.00	\$	6,000.00
70	8" x 6" Wet Tap, complete	EA.	1	\$	5,000.00	\$	5,000.00
71	6" x 6" Wet Tap, complete	EA.	1	\$	3,000.00	\$	3,000.00
72	Stabilization Stone or Crusher Run for gravel driveway repair	TON	200	\$	45.00	\$	9,000.00

# #2128-B: Annual Contract for Waterline Extensions

	Tally Sheet						
		Unit Est. Quant			Shockl	ey Pl	umbing
			Est. Quantity		Unit Price		Extended Price
73	REPAIR OF EXISTING WATERLINE W/OWNER PROVIDED MATERIALS INCLUDING TRAVEL TIME TO AND FROM SITE						
73A	Trackhoe	HOUR	300	\$	170.00	\$	51,000.00
73B	Rubber Tire Backhoe	HOUR	150	\$	160.00	\$	24,000.00
73C	5 Man Crew	HOUR	200	\$	275.00	\$	55,000.00
73D	3 Man Crew	HOUR	200	\$	165.00	\$	33,000.00
74	3/4" Short-Side service tie-in to existing waterline	EA.	20	\$	900.00	\$	18,000.00
75	3/4" Long-Side service tie-in to existing waterline	EA.	20	\$	1,500.00	\$	30,000.00
76	1" Short-Side service tie-in to existing waterline	EA.	10	\$	1,000.00	\$	10,000.00
77	1" Long-Side service tie-in to existing waterline	EA.	10	\$	1,800.00	\$	18,000.00
78	OVERDEPTH TRENCH EXCAVATION, BACKFILL & COMPACTION FOR WATERMAIN INSTALLATIONS DEEPER THAN SIX FEET (6')						
76A	6' - 8' Trench Depth	L.F.	500	\$	3.00	\$	1,500.00
76B	8' - 10' Trench Depth	L.F.	100	\$	5.00	\$	500.00
76C	10' - 12' Trench Depth	L.F.	100	\$	7.00	\$	700.00
76D	12' - 14' Trench Depth	L.F.	100	\$	7.00	\$	700.00
79	Payment & Performance Bonds	L.S.				\$	15,000.00
80	Material Not Provided by Owner						-
	Total of Base Bid				FY21	\$	1,870,800.00

Maximum Annual Unit Price Escalation Rate	10%
July 1, 2023 - June 30, 2024	\$ 2,057,880.00
and July 1, 2024 - June 30, 2025	\$ 2,263,668.00

Page 17 of 61

# FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.

**VENDOR INFORMATION** 

- 2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
- 3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

COMPLETE ALL APPLICABLE INFORMATION

O N ObII DIII-	0 1 111 1 1005 0					
Company Name: Shockley Plumbing, Inc.	Contract Number: 1825-B					
Mailing Address: 1749 Habersham Church Roa	Contract Description or Title Extensions	Contract Description or Title: Annual Contract for Waterline Extensions				
City, St, Zip Code: Perkins, GA 30442	Contract Term (Dates) From	n: October	2020-Pr	esent		
Phone Number: N/A	Task Order Number:					
Cell Number: 770-550-5085	Other Reference:					
E-Mail Address: robertshockley@att.net						
	DEFINITIONS					
<u>OUTSTANDING</u> – Vendor considerably exceeded products/services; The vendor demonstrated the high	ed minimum contractual requirem	ents or pe	erforman	ce expe	ctations	of the
EXCELLENT (Exc) - Vendor exceeded minimum cor						
SATISFACTORY (Sat) - Vendor met minimum contra						
UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements						
EVALUATIONS (Place	"X" in appropriate box fo	r each c	riterio	n.)		
Criteria (includes change orde	rs / amendments)	Out- standing	Exc	Sat	Un- Sat	Not Apply
1. Work or other deliverables performed on	schedule			х		1 111
2. Condition of delivered products				Х		
3. Quality of work			Х			
4. Adherence to specifications or scope of v	vork			Х		
5. Timely, appropriate, & satisfactory proble	em or complaint resolution			Х		
6. Timeliness and accuracy of invoicing				Х		
7. Working relationship / interfacing with co	unty staff and citizens			Х		
8. Service Call (On-Call) response time				Х		
9. Adherence to contract budget and sched	ule			Х		
10. Other (specify):						
11. Overall evaluation of contractor perform	ance			X		
	EVALUATED BY					
Signature: J. Calchell	Date of Evaluation: 07/	Date of Evaluation: 07/28/2022				
Print Name: John Caldwell	Department/Division: V	Vater Sys	tem			
Title: Engineer	Telephone No: 770-320-6043					
Form Updated 11/16/2016						

Page 18 of 61

# CONTRACTOR PERFORMANCE EVALUATION Explanation of Outstanding or Unsatisfactory Ratings

Page 2

Company Name:	Contract Number:					
EX	(PLANATIONS / COMMENTS					
<ol> <li>Do not submit page 2 without page 1</li> <li>Use this page to explain evaluations</li> <li>Be specific (include paragraph and page 1)</li> </ol>						
	6. Timeliness and accuracy of invoicing					
Invoicing for completed work should	Invoicing for completed work should be submitted in a more timely manner.					
P						
·						
Purchasing Department Comments (e.g. did the ver in a timely manner; and provide additional information	ndor honor all offers; submit insurance, bonds & other documents on as requested?):					

# **COUNTY AGENDA REQUEST**

Department:	Water System	Presenter(s):	Carrie Gibby, Bus.	Operations Mgr.
Meeting Date:	Thursday, August 25, 2022	Type of Request:	New Business #4	
Wording for the Agenda:				
1	olution 2022-08 to set the water billin City of Fayetteville, the Town of Tyro	ng rate that the Water System charge one, and the Town of Brooks.	es to the Peachtree (	City Water &
Background/History/Detail	S:			
Tyrone, and the Town of	Brooks. The sewer bills are based o	ree City Water & Sewerage Authority on water consumption and the bill is s n charges \$1.62 per bill for each sew	sent to the customers	s each month on
analysis takes into accou	nt both direct and indirect costs. The	e Fayette County Water System to bi e analysis showed that the cost to do mmending raising the billing fee from	sewer billing is sign	ificantly more than
		City Water & Sewerage Authority, the nalysis and agrees with this recomm		the Town of
Approval of Resolution 20 Authority, the City of Faye	etteville, the Town of Tyrone, and th	nat the Water System charges to the	Peachtree City Wate	er & Sewerage
If this item requires funding Not Applicable.	g, please describe.			
		If an order		
Has this request been cor	nsidered within the past two years?	No If so, whe	n?	
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup P	rovided with Reques	st? Yes
		Clerk's Office no later than 48 hou udio-visual material is submitted a	•	•
Approved by Finance	Yes	Reviewed	by Legal	
Approved by Purchasing	Not Applicable	County C	lerk's Approval	Yes
Administrator's Approval				
Staff Notes:				

### STATE OF GEORGIA

### **COUNTY OF FAYETTE**

### RESOLUTION

N	O.	20	22-	
т.	$\mathbf{v}$	<b>4</b> 0		

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE
COUNTY TO SET A WATER BILLING RATE; TO ADVANCE THE WELFARE OF
THE TAXPAYERS OF FAYETTE COUNTY; AND FOR OTHER PURPOSES.
BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FAYETTE
COUNTY, GEORGIA AS FOLLOWS:

WHEREAS, the County entered billing services agreements in July of 2022 with the Town of Tyrone, the Town of Brooks, the City of Fayetteville and the Peachtree City Water and Sewer Authority; and

**WHEREAS,** the agreements each provide that the county approve a billing cost per customer per month from time to time.

**NOW THEREFORE BE IT RESOLVED THAT** the Board of Commissioners for Fayette County does hereby formally set the fee for monthly billing at \$1.82 per customer.

**BE IT FURTHER RESOLVED** that this fee be included in the schedule of fees kept and maintained at the Fayette County Water System.

**SO RESOLVED** this \_\_\_\_ day of July 2022.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

# BOARD OF COMMISSIONERS OF FAYETTE COUNTY

(SEAL)	By:
	Lee Hearn, Chairman
ATTEST:	
Tameca P. Smith, County Clerk	
Approved as to form:	
County Attorney	

# **COUNTY AGENDA REQUEST**

Department:	Water System	Presenter(s):	Carrie Gibby, Bus. Operations Mgr.
Meeting Date:	Thursday, August 25, 2022	Type of Request:	New Business #5
Wording for the Agenda:			
	•	ayette County and the City of Fayette	ville to set a water billing rate from
Background/History/Detail	s:		
,	ch month on the same bill with their	•	d on water consumption and the bill is m charges \$1.62 per customer for each
analysis takes into accou	nt both direct and indirect costs. The	Fayette County Water System to bil e analysis showed that the cost to do nmending raising the billing fee from	sewer billing is significantly more than
I	•	City Water & Sewerage Authority, the and agreed with this recommendation	•
What action are you seeki	ng from the Board of Commissioner	s?	
Approval a Billing Service customer to \$1.82 per customer to	•	nty and the City of Fayetteville to set	a water billing rate from \$1.62 per
If this item requires funding	g, please describe:		
Not Applicable.			
Has this request been cor	nsidered within the past two years?	No If so, when	1?
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup Pr	rovided with Request?
		Clerk's Office no later than 48 hou udio-visual material is submitted a	
Approved by Finance	Yes	Reviewed	by Legal
Approved by Purchasing	Not Applicable	County Cl	erk's Approval Yes
Administrator's Approval			
Staff Notes:			

### STATE OF GEORGIA

#### **COUNTY OF FAYETTE**

### **BILLING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between FAYETTE COUNTY, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the CITY OF FAYETTEVILLE, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "City", for the purpose of the County providing billing services for the City, hereinafter referred to as the "Agreement".

#### WITNESSETH:

**WHEREAS**, the County and the City are parties to an existing billing services agreement entered into on or about June 19, 2014 (the "Prior Agreement"); and

WHEREAS, the County and the City desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per costumer as recited in the Prior Agreement from \$1.62 per customer to the county approved billing cost per customer per month; and

WHEREAS, the County and the City desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the City, the County and the City hereby agree as follows:

1.

The City has previously provided the County a complete list of all active sewer customers of the City. The City will supplement the list on a monthly basis with any additions

or deletions. The City is responsible for the accuracy of the billing list. The City will provide the County with the City's current sewer billing rates to be applied to the monthly water usage by the City's sewer customers.

2.

The County will supply the City with monthly reports concerning the City's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the City at a cost agreed upon between the County and the City.

3.

The County shall bill the City's sewer customers identified by the City's list of sewer customers monthly based upon the City-supplied sewer rates applied to the water usage. The County will collect the funds due the City, including any additional service charges due the City, and will remit those funds to the City, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20<sup>th</sup> of the following month.

4.

The City will notify the County of any adjustment made to an account in writing.

When an account becomes 180 days past due, the account will be dropped from the

County's billing list and referred to the City for billing and collection of the account by the

City.

paragraph 2 above, at the county approved billing cost per customer per month. Any equipment or computer program changes required to service the City's sewer customers shall be paid by the City, after first being approved by the City. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the City.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

Anne Barksdale, City Clerk

Approved as to form:

City Attorney

Edward J. Johnson, Jr, Mayo

# **COUNTY AGENDA REQUEST**

Department:	County Attorney	Presenter(s):	Dennis Davenport, County Attorney
Meeting Date:	Thursday, August 25, 2022	Type of Request:	New Business #6
•	Thursday, August 20, 2022	Type of Request.	New Business #0
1 .	knowledge a Disclosure and Confir ng Services between Fayette Count		County Attorney regarding the 2022
Background/History/Detail	S:		
McNally, Fox, Grant & Da possibility of conflict betw However, the Firm reasor Agreement and that any r	evenport, P.C. (the "Firm"), currently een the parties is ever present. As samably believes it can provide competits of material and adverse effect to	such, a conflict of interest could arise tent and diligent representation to ea o either client can be avoided. This re	County and the Town of Tyrone. The for the Firm in representing both sides. ch client over the term of this presentation is not prohibited by law; counsel to the matter of this Agreement.
issue. Information that is alternatives to Firm repres	reasonably sufficient to permit the C	this Agreement and has counseled rounty to appreciate the significance ovided. Further, the County has been in the matter.	of the matter at issue and the
1	•	ne Firm for its legal representation in irmation of Informed Consent. (provid	all matters, including this Agreement. ded as backup)
What action are you seeki	ng from the Board of Commissioner	s?	
1 1 1	and Confirmation of Informed Conse e County and the Town of Tyrone.	ent from the County Attorney regardi	ng the 2022 agreement for Water Billing
If this item requires funding	g, please describe:		
Not Applicable.			
Has this request been cor	nsidered within the past two years?	No If so, whe	n?
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup P	rovided with Request?
		Clerk's Office no later than 48 hou udio-visual material is submitted a	
Approved by Finance	Not Applicable	Reviewed	by Legal
Approved by Purchasing	Not Applicable	County Cl	erk's Approval
Administrator's Approval			
Staff Notes:			1

July 28, 2022

Mr. Lee Hearn, Chairman Fayette County 140 Stonewall Avenue, West, Suite 100 Fayetteville, GA 30214

Re: Disclosure of possible conflict of interests

Dear Chairman Hearn:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2022 agreement for Water Billing Services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town, and extends its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Sincerely,

Dennis A. Davenport County Attorney

DAD/EAIC Enclosure

# Acknowledgment of Disclosure and Confirmation of Informed Consent

# Water Billing Services

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure and discussions with Fayette County regarding the Firm's representation and the consent of Fayette County to the Firm's representation for in the Agreement. We are also asking the Town of Tyrone to execute an acknowledgement of disclosure and confirmation of consent to the Firm's representation as to this Agreement.

Fayette County hereby acknowledges the receipt of disclosure, and the consent to continued representation concerning this Agreement by signing below.

FAYETTE COUNTY BOARD OF COMMISSIONERS

By:	
•	Lee Hearn, Chairman

# **COUNTY AGENDA REQUEST**

Meeting Date: Thursday, August 25, 2022 Type of Request: New Business #7  Wording for the Agenda:  Request to approve a Billing Services Agreement between Fayette County and the Town of Tyrone to set a water billing rate from \$ per customer to \$1.82 per customer.  Background/History/Details:  The Fayette County Water System bills sewer for the Town of Tyrone. The sewer bills are based on water consumption and the bill sent to the customers each month on the same bill with their water bill. Currently, the Water System charges \$1.62 per customer for sewer bill that is sent out.  Careful analysis was conducted of the cost associated for the Fayette County Water System to bill sewer for these four entities. The analysis lakes into account both direct and indirect costs. The analysis showed that the cost to do sewer billing is significantly more what is being collected. Therefore, the Water System is recommending raising the billing fee from \$1.62 per customer:  This increase would be effective August 1, 2022. Peachtree City Water & Sewerage Authority, the City of Fayetteville, the Town of Tyrone, and the Town of Brooks have reviewed the analysis and agreed with this recommendation.  What action are you seeking from the Board of Commissioners?  Approval a Billing Services Agreement between Fayette County and the Town of Tyrone to set a water billing rate from \$1.62 per customer to \$1.82 per customer.  If this item requires funding, please describe:  Not Applicable.  Not Applicable.  Ve.  All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.  Approved by Purchasing  Administrator's Approval	Department:	Water System	Presenter(s):	Carrie Gibby, Bu	s. Operations Mgr.
Request to approve a Billing Services Agreement between Fayette County and the Town of Tyrone to set a water billing rate from \$ per customer to \$1.82 per customer.  Background/History/Details:  The Fayette County Water System bills sewer for the Town of Tyrone. The sewer bills are based on water consumption and the bill sent to the customers each month on the same bill with their water bill. Currently, the Water System charges \$1.62 per customer for sewer bill that is sent out.  Careful analysis was conducted of the cost associated for the Fayette County Water System to bill sewer for these four entities. The analysis takes into account both direct and indirect costs. The analysis showed that the cost to do sewer billing is significantly more what is being collected. Therefore, the Water System is recommending raising the billing fee from \$1.62 per customer.  This increase would be effective August 1, 2022. Peachtree City Water & Sewerage Authority, the City of Fayetteville, the Town of Tyrone, and the Town of Brooks have reviewed the analysis and agreed with this recommendation.  What action are you seeking from the Board of Commissioners?  Approval a Billing Services Agreement between Fayette County and the Town of Tyrone to set a water billing rate from \$1.62 per customer to \$1.82 per customer.  If this item requires funding, please describe:  Not Applicable.  Not Applicable.  No Backup Provided with Request? Yes All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is alsour department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.  Approved by Finance  Approved by Finance  Not Applicable  County Clerk's Approval  Yes	Meeting Date:	Thursday, August 25, 2022	Type of Request:	New Business #	7
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Approved by Purchasing Not Applicable County Clerk's Approval Yes				•	•
	Approved by Finance	Yes	Reviewed	d by Legal	
Administrator's Approval	Approved by Purchasing	Not Applicable	County C	lerk's Approval	Yes
	Administrator's Approval				
Staff Notes:	Staff Notes:				

### STATE OF GEORGIA

### **COUNTY OF FAYETTE**

#### BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_,

2022, by and between FAYETTE COUNTY, a political subdivision of the State of Georgia
acting by and through its Board of Commissioners, hereinafter referred to as the "County",
and the TOWN OF TYRONE, a municipal corporation of the State of Georgia acting by
and through its Mayor and Council, hereinafter referred to as the "Town", for the purpose of
the County providing billing services for the Town, hereinafter referred to as the
"Agreement".

#### WITNESSETH:

**WHEREAS**, the County and the Town are parties to an existing billing services agreement entered into on or about June 19, 2014 (the "Prior Agreement"); and

WHEREAS, the County and the Town desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per costumer as recited in the Prior Agreement from \$1.62 per customer to the county approved billing cost per customer per month; and

**WHEREAS**, the County and the Town desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Town, the County and the Town hereby agree as follows:

1.

The Town has previously provided the County a complete list of all active sewer customers of the Town. The Town will supplement the list on a monthly basis with any additions or deletions. The Town is responsible for the accuracy of the billing list.

The Town will provide the County with the Town's current sewer billing rates to be applied to the monthly water usage by the Town's sewer customers.

2.

The County will supply the Town with monthly reports concerning the Town's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Town at a cost agreed upon between the County and the Town.

3.

The County shall bill the Town's sewer customers identified by the Town's list of sewer customers monthly based upon the Town-supplied sewer rates applied to the water usage. The County will collect the funds due the Town, including any additional service charges due the Town, and will remit those funds to the Town, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20<sup>th</sup> of the following month.

4.

The Town will notify the County of any adjustment made to an account in

writing. When an account becomes 180 days past due, the account will be dropped from the County's billing list and referred to the Town for billing and collection of the account by the Town.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the county approved billing cost per customer per month. Any equipment or computer program changes required to service the Town's sewer customers shall be paid by the Town, after first being approved by the Town. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Town.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this

subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

9.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

	BOARD OF COMMISSIONERS, FAYETTE COUNTY
(SEAL)	
ATTEST:	By: Lee Hearn, Chairman
Tameca P. Smith, County Clerk	
Approved as to form:	
County Attorney	MAYOR AND COUNCIL FOR THE TOWN OF TYRONE
(SEAL)	By: Eric Dial, Mayor
ATTEST:  Dee Baker, Town Clerk	
Approved as to form:  Town Attorney	

### Administrator's Report: A



#### Purchasing Department

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

П	Г	-	1	•	

Steve Rapson

Through:

Ted L. Burgess

From:

Natasha M. Duggan

Date:

June 30, 2022

Subject:

Contract 1867-P: Water System Engineer of Record

Task Order 23-02: Groundwater/Surface Water Landfill Monitoring

Arcadis U. S., Inc. currently serves as the Water System Engineer of Record. Under this task order, Arcadis will monitor, test, and analyze methane, groundwater, and surface water for post-closure care requirements at the Northside Landfill and Southside Landfill, both of which are located at First Manassas Mile.

Specifics of the proposed contract task order are as follows:

**Contract Name** 

#1867-P: Water System Engineer of Record

**Task Order** 

23-02: Groundwater/Surface Water Landfill Monitoring

Contractor

Arcadis U. S., Inc.

**Not to Exceed Amount** 

\$77,244.00

**Budget:** 

Org Code

54040500

Solid Waste & Recycling

Object

521320

Closure/Post Closure Expense

Available Budget

\$79,600.00

Approved by: \_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_ 7/8/27\_\_\_\_\_\_

On Agenda Dated: 7 28 2022



ARCADIS

Ms. Vanessa Tigert, P.G. Director, Fayette County Water System 245 McDonough Road Fayetteville, Georgia 30214

Date: June 16, 2022

Ref: Contract 1867-P Water System Engineer of Record

Subject: Task Order TO 23-02 - Groundwater / Surface Water Landfill

Monitoring

Dear Ms. Tigert,

Arcadis U.S., Inc. 2839 Paces Ferry Road Suite 900 Atlanta Georgia 30339 Phone: 770 431 8666

Fax: 770 435 2666

www.arcadis.com

The Fayette County Water System (FCWS) has requested Arcadis to submit this proposal for Task Order TO 23-02 - Groundwater / Surface Water Landfill Monitoring to provide groundwater, surface water, and methane monitoring services as a part of post-closure care requirements for the Northside and Southside Landfills located in Fayette County. Arcadis has obtained the services of Oasis Consulting Services (Oasis) as a subconsultant to perform this work. Arcadis plans to provide project management and quality control services for this Task Order. Arcadis will leverage its expertise and knowledge in the water sector to provide technical services for FCWS.

# Background

The purpose of this Task Order is to monitor, test, and analyze methane, groundwater, and surface water for post-closure care requirements at two solid waste disposal facilities located within Fayette County: First Manassas Mile Road Southside Sanitary Landfill also known as Southside Landfill (Permit No. 056-014D(SL)) and First Manassas Mile Road Northside Construction and Demolition (C&D) Landfill also known as Northside Landfill (Permit No. 056-015D(L)). We understand the Northside and Southside Landfills have received closure certification by the Georgia Environmental Protection Division (GAEPD) and no longer accept waste for disposal.

The Arcadis/Oasis team understands that the Northside Landfill is currently in detection monitoring and the Southside Landfill is currently in assessment monitoring in accordance with a Corrective Action Plan (CAP) approved by the Georgia Environmental Protection Division (EPD) in December of 2002 with minor modifications in 2012.

The scope provided within this proposal and its' associated costs are based on events as performed by the previous consultant Jacobs as detailed in the 2<sup>nd</sup> 2020 and 1<sup>st</sup> 2021 Semi-Annual Groundwater and Surface Water Monitoring Reports which were available for the Southside and Northside Landfills through GAEPD Online System (GEOS).

# **Project Team**

The key members of our project team are listed below. Arcadis will utilize Oasis to perform the well closure and abandonment services. Arcadis shall submit subcontractors to FCWS for approval prior to initiating any activities.

- 1. Aaron Capelouto, PE Project Manager
- 2. Michael Diaz, PE, MS Account Lead

# Scope of Work

Arcadis will deliver this Task Order through the completion of the tasks described in the sections below.

# **Task 1: Project Management Services**

Project Management will involve coordinating and oversight of the execution of the proposed tasks, tracking task budgets and schedules, as well as reviewing and ensuring the quality of the deliverables.

The following deliverables and services will be prepared:

- 1. Project Scope and Budget Setup
- 2. Client and Internal Kick-off Meeting
- 3. Arcadis will hold bi-weekly progress meetings. An Agenda will be provided for each meeting one (1) business day prior to the meeting. Arcadis will provide minutes within seven (7) calendar days of the meeting.
- 4. Monthly Invoicing
- 5. Project Closeout

# Task 2: Landfill Monitoring Services

The Arcadis/Oasis team will assist Fayette County with environmental compliance services for the Northside and Southside Landfills. We will conduct two semi-annual groundwater and surface water monitoring events as well as two semi-annual landfill inspection events and four quarterly methane monitoring events for the Northside and Southside Landfills. A detailed description of the scope of services is outlined below.

#### 2.1 Groundwater

The Arcadis/Oasis team will complete the semi-annual groundwater monitoring activities for both landfills during the third quarter of 2022 (July) and the 1<sup>st</sup> quarter of 2023 (January). Sampling and reporting activities will be completed at the below described groundwater networks:

- The Northside Landfill groundwater monitoring network consists of seven groundwater wells.
- The **Southside Landfill** groundwater monitoring network consists of 29 groundwater monitoring wells and four piezometer wells, which are used for water level gauging purposes only.

Prior to sampling, we will measure static water levels in the 36 groundwater monitoring wells and four piezometers at both landfills. The measurements will be made to the nearest one-hundredth of a foot from the top of well casing using an electronic water level meter. The electronic water level meter will be properly decontaminated between well locations. The water levels will be measured within the same 24-hour period, as required. The water levels will then be used to calculate well and purge volumes for each well to be sampled.

For the wells designated for sampling and analysis, we will purge each well with manual hand bailing techniques, or with the use of a peristaltic pump (or equivalent) capable of low-flow sampling. Purging will be accomplished with either Multiple Volume Purge or low-flow purging procedures, as applicable. The following field parameters will be measured and recorded using a water quality instrument:

- nH
- Specific Conductivity
- Water Temperature
- Dissolved Oxygen (DO)
- Oxidation Reduction Potential (ORP)
- Turbidity

Groundwater monitoring wells will be purged until a minimum of three well volumes have been removed, and collected water quality parameters stabilize for at least three consecutive readings; water within the well is completely evacuated (purged dry) and left to recharge; or five well volumes are removed. The Arcadis/Oasis team will perform groundwater purging and sampling in accordance with the EPA Region 4 Science and Ecosystem Support Division (SESD) Operating Procedure for Groundwater Sampling. Per the procedure, stabilization occurs

when, for at least three consecutive measurements, the pH remains constant within 0.1 Standard Units, specific conductivity varies no more than 5%, and the turbidity has either stabilized or is below 10 Nephelometric Turbidity Units (NTUs), as required. In addition, we will record DO readings for stabilization which occurs when three consecutive measurements are within 0.2 mg/L or a 10% change in saturation, when possible, to ensure further purge adequacy.

Due to the nature of manual bailing techniques, it is likely that turbidity readings will not demonstrate stability of 10 NTUs or less for three consecutive readings. In lieu of sampling metals from a well with elevated turbidity readings, groundwater may be sampled for metals within 24 hours of the initial purging process once turbidity levels have reached an acceptable range of 10 NTUs or less.

When possible, we will elect to complete groundwater purging using low-flow techniques.

Once stabilization is achieved, we will collect a sample from each well for the designated parameters as outlined below:

- The groundwater samples collected from the seven monitoring wells at the **Northside Landfill** during the January and July Detection Monitoring Events will be analyzed for Appendix I Volatile Organic Compounds (VOCs) and metals and the Appendix II parameter Dichlorodifluoromethane (DCDFM). In addition, methane readings (% volume and Lower Explosive Limit (LEL)) and oxygen (% volume) will be measured in each well with the use of a properly calibrated landfill gas analyzer, if necessary.
- Groundwater samples collected from 22 of the 29 monitoring wells at the **Southside Landfill** during the January Detection Monitoring Event will be analyzed for Appendix I VOCs and the Appendix II parameter DCDFM. 14 monitoring wells/piezometers will be measured for water level only.
- Groundwater samples collected from 22 of the 29 monitoring wells at the Southside Landfill
  during the July Assessment Monitoring Event will be analyzed for Appendix I VOCs and metals and
  the Appendix II parameters DCDFM and chloride. Groundwater samples collected from 7 monitoring
  wells will be analyzed for Appendix I VOCs and DCDFM. Four piezometers will be measured for
  water level only.

As a part of field quality assurance/quality control (QA/QC) during each semi-annual event, one duplicate sample will be collected at each landfill, one trip blank will be analyzed for VOCs for each sample cooler containing VOC samples and one field blank will be collected per landfill.

Collected samples will be labeled, packed on ice, and transported to accredited laboratory Pace Analytical (Pace) located in Peachtree Corners, GA. Proper chain of custody (COC) procedures will be followed throughout sample collection and handling.

Laboratory detection limits will not exceed the Maximum Contaminant Levels (MCLs) recognized by the Solid Waste Management Program of GAEPD.

#### Report Preparation

Following semi-annual field sampling activities and initial evaluation and verification of laboratory analytical data, the Arcadis/Oasis team will prepare a Semi-Annual Groundwater Detection or Assessment Event Report, as applicable, for each Landfill. The Reports will include, but will not be limited to, the following:

- A Certification Statement including ground water quality results not in compliance with GAEPD rules, indicating a statistically significant increase and exceeding the groundwater protection standards (GWPS). The Certification Statement will be sealed and signed by a Georgia Registered Professional Geologist or Engineer.
- Essential background information regarding the facility, including a description of the facility's approved groundwater monitoring network.
- Documentation of field sampling activities performed at the facility including sampling procedures, quality assurance/quality control measures, and sample handling and analytical procedures.
- A discussion of findings from the groundwater sampling, laboratory analytical reports and data evaluation that will include the comparison of reported analytical data to applicable GWPS.
- A presentation of measured groundwater elevation data, as well as, the required calculation of average groundwater seepage velocity using a potentiometric surface map that is generated from the Surfer® mapping computer software.
- A statistical evaluation will be conducted in accordance with the requirement of GAEPD Solid Waste Management Rule 391-3-4.14 and the technical standards described in *Statistical Analysis of Ground-Water Monitoring Data at RCRA Facilities, Unified Guidance* (U.S. EPA, 2009). The statistical evaluation will be conducted using Starpoint ChemPoint® and ChemStat® software. The data will be evaluated using the Kruskal-Wallis Analysis of Variance (ANOVA) test to determine if concentrations of detected constituents are indicative of a statistically significant increase (SSI) when compared to background concentrations at the facility, unless a different statistical evaluation test is deemed necessary.
- A summary of findings, conclusions, and recommendations, including a Corrective Action Status Update, will be included, as necessary.
- Tables summarizing detections of parameters compared to the established GWPS.
- Figures showing the facility location and surrounding topographic features, surface water bodies, groundwater, methane and surface water monitoring locations and potentiometric surface map with groundwater gradients and interpreted flow direction.
- Field data sheets, laboratory analytical reports, statistical evaluation documentation, and time-plot graphs will be included as appendices.

#### 2.2 Surface Water

The Arcadis/Oasis team will complete the semi-annual surface water monitoring activities for both landfills during the third quarter of 2022 (July) and the 1<sup>st</sup> quarter of 2023 (January). Sampling and reporting activities will be completed at the below described surface water networks:

- The **Northside Landfill** surface water monitoring network consists of two surface water sampling locations.
- The Southside Landfill surface water monitoring network consists of seven surface water sampling locations.

We will conduct surface water sampling at each landfill on a semi-annual basis during semi-annual groundwater sampling activities. Surface water sampling will be conducted in general accordance with the EPA Region 4 SESD Operating Procedure for Surface Water Sampling (SESDPROC – 201-R4).

Parameters including pH, specific conductance, temperature, turbidity, and dissolved oxygen will be measured in the field with a water quality instrument at the time of sampling.

We will collect a sample from each surface water location for the designated parameters as outlined below:

- The two surface water samples collected at the **Northside Landfill** during both Detection Monitoring Events in January and July will be analyzed for chemical oxygen demand (COD), total cyanide, chloride, total organic carbon (TOC), and Georgia Table 1 metals (arsenic, barium, cadmium, chromium, lead, mercury, nickel, selenium, silver, and zinc).
- Three of the seven surface water sample locations will be sampled at the **Southside Landfill** during both the January Detection Monitoring Event and July Assessment Monitoring Event and will be analyzed for COD, TOC, chloride, total cyanide, Georgia Table 1 metals (arsenic, barium, cadmium, chromium, lead, mercury, nickel, selenium, silver, and zinc.) Three of the seven surface water sample locations will be sampled for Appendix I VOCs and one surface water location will be sampled for Appendix I VOCs and Appendix II VOC, DCDFM.

As a part of field quality control, one trip blank for each sample cooler containing samples to be analyzed for VOCs will be analyzed.

Collected samples will be labeled, packed on ice, and transported to accredited laboratory Pace located in Peachtree Corners, GA. Proper COC procedures will be followed throughout sample collection and handling.

#### Report Preparation

Following semi-annual field sampling activities and initial evaluation and verification of laboratory analytical data, the Arcadis/Oasis team will prepare a Semi-Annual Surface Water Report which will be included in the Semi-Annual Groundwater Detection or Assessment Event Report for each landfill. Each Report will include, but will not be limited to, the following:

- Essential background information regarding the facility, including a description of the approved surface water monitoring network at the facility.
- Documentation of field sampling activities performed at the facility, including sampling procedure, quality assurance/quality control measures, and sample handling and analytical procedures.
- A discussion of findings from the surface water sampling, laboratory analytical reports and data evaluation that will include the comparison of reported analytical data to established in-stream water quality standards (ISWQS).
- Tables summarizing detections of parameters as compared to the established ISWQS.
- Figures depicting the facility that show locations of approved surface water monitoring locations.
- Field data sheets and laboratory analytical reports will be included as appendices.

#### 2.3 Methane Monitoring

The Arcadis/Oasis team will conduct quarterly methane monitoring at the **Northside and Southside Landfills** in compliance with each facility's GAEPD-approved methane monitoring plan and in accordance with GAEPD's *Methane Monitoring at Solid Waste Disposal Facilities, 2015,* as well as GAEPD's Rules of Solid Waste Management. Methane Monitoring will be conducted during the 3<sup>rd</sup> and 4<sup>th</sup> quarters of 2022 and the 1<sup>st</sup> and 2<sup>nd</sup> quarters of 2023.

The proposed scope of work includes:

- The **Northside Landfill** GAEPD-approved methane monitoring network consists of 10 permanent compliance monitoring wells, five barhole punch compliance locations, five facility on-site structures, and one surface-scan location.
- The **Southside Landfill** GAEPD-approved methane monitoring network consists of 12 permanent compliance monitoring wells.

We will collect methane and  $O_2$  concentrations from wells, barhole punch locations, and structures using an **Elkins Earthworks, LLC (Elkins) Landfill Gas Analyzer** that is calibrated annually by the manufacturer, and prior to each monitoring event. Oasis will conduct methane monitoring between noon and 6:00 p.m., and when relative humidity is between 10% and 90%, as required. Barhole punch samples will be collected at designated locations for the **Northside Landfill**, properly sealed at the surface, and left to equilibrate for a minimum of 30 minutes prior to monitoring. Peak methane concentrations will be recorded at each location.

If a compliance monitoring location is found to be out of compliance due to a methane concentration exceeding the lower explosive limit (LEL), we will notify a designated Fayette County representative. If applicable, we will perform delineation by installing appropriate barhole punch sample locations for sampling in order to demonstrate whether or not off-site migration of methane is occurring.

The Arcadis/Oasis team will prepare a Quarterly Methane Monitoring Report for each landfill, which will include the required SWM-19 form, the Elkins Gas Analyzer manufacturer's calibration certification, a current signed and sealed potentiometric surface map for the facility, and a summary of observations and work conducted for the facility. Quarterly Reports will be signed and certified by a Georgia Registered Professional Geologist or Engineer.

In addition, we will also provide the County with updated historical methane detections for each event for inclusion in the County's GIS system. This data will be provided in Excel format.

#### 2.4 Landfill Inspections

The Arcadis/Oasis team will perform post-closure semi-annual Landfill Inspections during the 4<sup>th</sup> quarter of 2022 and the 2<sup>nd</sup> quarter of 2022. Oasis will complete the following activities as a part of the semi-annual inspections:

- An inspection of the groundwater and methane monitoring network wells for deficiencies.
- · Inspection of general site conditions
- Inspection of landfill cap/cover
- Inspection of landfill gas (LFG) remediation systems
- Deficiencies and/or necessary repairs noted during the inspection will be relayed to Fayette County in a summary letter report and submitted under separate cover.

#### 2.5 On-Call Contingency

The Arcadis/Oasis team will perform the following on-call services as needed at the request of Fayette County as a part of the on-call contingency portion of this Task Order:

- Responding to the Georgia EPD concerning monitoring and reporting, Notice of Deficiencies (NODs); and or Notice of Violations (NOVs);
- Design and submittal of corrective action plans and/or amendments;
- Design and submittal of methane remediation plans;
- Modifications to design of methane extraction systems to increase efficiency or enhance extraction;
- Providing cost-benefit analysis of potential permit modifications;
- · Reviewing monitoring plans for inefficiencies;
- Preparing design and operation plan minor modifications;

- Replacing groundwater and methane monitoring wells
- Surveying
- Assisting county staff with revisions to current transfer station operations and site development plans; and,
- Other related services, as needed.

# Schedule

The Arcadis/Oasis team will provide landfill sampling for the semi-annual groundwater/surface water monitoring reports and Landfill Inspections and quarterly methane monitoring reports as outlined in the tentative schedule provided below.

Northside and Southside Landfills Event	Date
2 <sup>nd</sup> Semi-Annual Groundwater and Surface Water Monitoring Event	July 2022*
3rd Quarter Methane Monitoring Event	July 2022
4th Quarter Methane Monitoring Event	October 2022
4 <sup>th</sup> Quarter Landfill Inspection	October 2022
1st Semi-Annual Groundwater and Surface Water Monitoring Event	January 2023
1st Quarter Methane Monitoring Event	January 2023
2 <sup>nd</sup> Quarter Methane Monitoring Event	April 2023
2 <sup>nd</sup> Quarter Landfill Inspection	April 2023

<sup>\*</sup> Pending approval of TO 23-02

#### Deliverables

The Arcadis/Oasis team will provide Fayette County deliverables for the groundwater/surface water monitoring reports, methane monitoring reports, and landfill inspection reports based on the above schedule.

We will submit a Draft Semi-Annual Report for each landfill to Fayette County within 60 days, and to GAEPD using GEOS, the GAEPD online system, generally within 90 days after the monitoring event is completed. Current and historical data will be provided to Fayette County in a format compatible with Geographical Information System (GIS) for the county's review and evaluation. Fayette County will provide review and approval of final reports requiring submission to EPD within 10 days of receipt from Oasis.

Quarterly Methane Monitoring Reports will be sent in draft form to Fayette County within 7 days of on-site monitoring activities unless an exceedance is observed, in which case the Report will be issued in draft form to Fayette County within 2 days of on-site monitoring activities. Once Fayette County approves the prepared draft Quarterly Methane Monitoring Report, we will submit the Report to GAEPD using GEOS, the GAEPD online system, within 14 or 7 days of on-site monitoring activities, as appropriate. Current and historical data will be provided to Fayette County in a format compatible with GIS for the county's review and evaluation. Fayette County will be responsible for importing the historical methane detection files into the County's GIS System.

Deficiencies and/or necessary repairs noted during Landfill Inspections will be relayed to Fayette County in a summary letter report and submitted under separate cover within 14 days of field activities.

An electronic copy of each prepared report will be provided to Fayette County and will additionally be stored in an electronic document library accessible by Fayette County.

# **Budget**

Compensation for the work in this task order will be based upon a time and expense basis, not to exceed the amount of \$77,244. Compensation is based upon the previously agreed rates associated with Arcadis' Engineer of Record for Water System contract with Fayette County.

# **Assumptions**

Fayette County shall be responsible for all hazardous materials at the Site (known or unknown), which shall include any hazardous materials existing on the Site as of the Effective Date of the Agreement, whether or not detected by Oasis or otherwise, and any hazardous materials brought to the Site by any party other than Oasis, anyone employed by them or anyone for whose acts Oasis may be liable, including, at County's sole cost and expense: (i) for the proper handling, storage, collection, containment, removal, transportation, and disposal from the Site of all such hazardous materials. Fayette County's obligation shall include obligations with respect to a release or discovery of hazardous materials by Oasis or its Subcontractors that have been or are brought to the foregoing areas by third parties other than Oasis, a Subcontractor, anyone employed by them, or anyone for whose acts Oasis or any Subcontractor may be liable.

If you have any questions about this Task Order, please do not hesitate to contact me (850-879-8910, Aaron.Capelouto@arcadis.com). Thank you for this opportunity and we look forward to working with you and the FCWS team on this project.

Sincerely,

aaron Capelouto

Aaron Capelouto, PE, MS Project Manager Arcadis U.S., Inc.

CC. Michael Diaz, PE, MS - Account Lead

## **Exhibits**

Exhibit A – Oasis Consulting Services Proposal

Exhibit B – Engineering Fee Breakdown



June 13, 2022

Michael Diaz – AVP, Area Manager Arcadis 2839 Paces Ferry Rd. SE, Suite 900 Atlanta, GA 30339

Subject:

Task Order FC-23-02 Fiscal Year 2023 Landfill Compliance Monitoring

First Manassas Mile Road Southside Sanitary Landfill (Permit No.

056-014D(SL) & First Manassas Mile Road Northside C&D Landfill (Permit No.

056-015D(L) Fayette County, Georgia

Dear Mr. Diaz:

Oasis Consulting Services (Oasis) respectfully submits this Task Order FC-23-02: Fayette County Landfill Monitoring to provide groundwater, surface water, and methane monitoring services as a part of post-closure care requirements for the Northside and Southside Landfills located in Fayette County.

Please feel free to contact us if you have any questions or comments regarding this Task Order. We can be reached at (678) 739-2400 or by electronic mail at <a href="mailto:abutterfield@oasis-cs.com">abutterfield@oasis-cs.com</a> or rblanton@oasis-cs.com.

Sincerely,

**Oasis Consulting Services** 

Ashley Butterfield, P.G.

Why Box

Project Geologist

J. Robin (Robbie) Blanton, P.E.

JRob Blanto

Senior Vice President

### 1 BACKGROUND

The purpose of this Task Order is to monitor, test, and analyze methane, groundwater, and surface water for post-closure care requirements at two solid waste disposal facilities located within Fayette County: First Manassas Mile Road Southside Sanitary Landfill also known as Southside Landfill (Permit No. 056-014D(SL)) and First Manassas Mile Road Northside Construction and Demolition (C&D) Landfill also known as Northside Landfill (Permit No. 056-015D(L)). Oasis understands that the Northside and Southside Landfills have received closure certification by the Georgia Environmental Protection Division (GAEPD) and no longer accept waste for disposal. Oasis understands that the Northside Landfill is currently in detection monitoring and the Southside Landfill is currently in assessment monitoring in accordance with a Corrective Action Plan (CAP) approved by the Georgia Environmental Protection Division (EPD) in December of 2002 with minor modifications in 2012.

The scope provided within this proposal and its' associated costs are based on events as performed by the previous consultant Jacobs as detailed in the 2<sup>nd</sup> 2020 and 1<sup>st</sup> 2021 Semi-Annual Groundwater and Surface Water Monitoring Reports which were available for the Southside and Northside Landfills through GAEPD Online System (GEOS).

### 2 SCOPE OF SERVICES

Oasis will assist Fayette County with environmental compliance services for the Northside and Southside Landfills. Oasis will conduct two semi-annual groundwater and surface water monitoring events as well as two semi-annual landfill inspection events and four quarterly methane monitoring events for the Northside and Southside Landfills. A detailed description of the scope of services is outlined below.

#### 2.1 Groundwater

Oasis will complete the semi-annual groundwater monitoring activities for both landfills during the third quarter of 2022 (July) and the 1<sup>st</sup> quarter of 2023 (January). Sampling and reporting activities will be completed at the below described groundwater networks:

- The Northside Landfill groundwater monitoring network consists of seven groundwater wells.
- The Southside Landfill groundwater monitoring network consists of 29 groundwater monitoring wells and four piezometer wells, which are used for water level gauging purposes only.

Prior to sampling, Oasis will measure static water levels in the 36 groundwater monitoring wells and four piezometers at both landfills. The measurements will be made to the nearest one-hundredth of a foot from the top of well casing using an electronic water level meter. The electronic water level meter will be properly decontaminated between well locations. The water levels will be measured within the same 24-hour period, as required. The water levels will then be used to calculate well and purge volumes for each well to be sampled.

For the wells designated for sampling and analysis, Oasis will purge each well with manual hand bailing techniques, or with the use of a peristaltic pump (or equivalent) capable of low-flow sampling. Purging will be accomplished with either Multiple Volume Purge or low-flow purging procedures, as applicable. The following field parameters will be measured and recorded using a

### water quality instrument:

- pH
- Specific Conductivity
- Water Temperature
- Dissolved Oxygen (DO)
- Oxidation Reduction Potential (ORP)
- Turbidity

Groundwater monitoring wells will be purged until a minimum of three well volumes have been removed, and collected water quality parameters stabilize for at least three consecutive readings; water within the well is completely evacuated (purged dry) and left to recharge; or five well volumes are removed. Oasis will perform groundwater purging and sampling in accordance with the EPA Region 4 Science and Ecosystem Support Division (SESD) Operating Procedure for Groundwater Sampling. Per the procedure, stabilization occurs when, for at least three consecutive measurements, the pH remains constant within 0.1 Standard Units, specific conductivity varies no more than 5%, and the turbidity has either stabilized or is below 10 Nephelometric Turbidity Units (NTUs), as required. In addition, Oasis will record DO readings for stabilization which occurs when three consecutive measurements are within 0.2 mg/L or a 10% change in saturation, when possible, to ensure further purge adequacy.

Due to the nature of manual bailing techniques, it is likely that turbidity readings will not demonstrate stability of 10 NTUs or less for three consecutive readings. In lieu of sampling metals from a well with elevated turbidity readings, groundwater may be sampled for metals within 24 hours of the initial purging process once turbidity levels have reached an acceptable range of 10 NTUs or less.

When possible, Oasis will elect to complete groundwater purging using low-flow techniques.

Once stabilization is achieved, Oasis will collect a sample from each well for the designated parameters as outlined below:

- The groundwater samples collected from the seven monitoring wells at the **Northside** Landfill during the January and July Detection Monitoring Events will be analyzed for Appendix I Volatile Organic Compounds (VOCs) and metals and the Appendix II parameter Dichlorodifluoromethane (DCDFM). In addition, methane readings (% volume and Lower Explosive Limit (LEL)) and oxygen (% volume) will be measured in each well with the use of a properly calibrated landfill gas analyzer, if necessary.
- Groundwater samples collected from 22 of the 29 monitoring wells at the Southside
   Landfill during the January Detection Monitoring Event will be analyzed for Appendix I
   VOCs and the Appendix II parameter DCDFM. 14 monitoring wells/piezometers will be
   measured for water level only.
- Groundwater samples collected from 22 of the 29 monitoring wells at the Southside Landfill during the July Assessment Monitoring Event will be analyzed for Appendix I VOCs and metals and the Appendix II parameters DCDFM and chloride. Groundwater samples collected from 7 monitoring wells will be analyzed for Appendix I VOCs and DCDFM. Four piezometers will be measured for water level only.

As a part of field quality assurance/quality control (QA/QC) during each semi-annual event, one duplicate sample will be collected at each landfill, one trip blank will be analyzed for VOCs for each sample cooler containing VOC samples and one field blank will be collected per landfill.

Collected samples will be labeled, packed on ice, and transported to accredited laboratory Pace Analytical (Pace) located in Peachtree Corners, GA. Proper chain of custody (COC) procedures will be followed throughout sample collection and handling.

Laboratory detection limits will not exceed the Maximum Contaminant Levels (MCLs) recognized by the Solid Waste Management Program of GAEPD.

## **Report Preparation**

Following semi-annual field sampling activities and initial evaluation and verification of laboratory analytical data, Oasis will prepare a Semi-Annual Groundwater Detection or Assessment Event Report, as applicable, for each Landfill. The Reports will include, but will not be limited to, the following:

- A Certification Statement including ground water quality results not in compliance with GAEPD rules, indicating a statistically significant increase and exceeding the groundwater protection standards (GWPS). The Certification Statement will be sealed and signed by a Georgia Registered Professional Geologist or Engineer.
- Essential background information regarding the facility, including a description of the facility's approved groundwater monitoring network.
- Documentation of field sampling activities performed at the facility including sampling procedures, quality assurance/quality control measures, and sample handling and analytical procedures.
- A discussion of findings from the groundwater sampling, laboratory analytical reports and data evaluation that will include the comparison of reported analytical data to applicable GWPS.
- A presentation of measured groundwater elevation data, as well as, the required calculation of average groundwater seepage velocity using a potentiometric surface map that is generated from the Surfer® mapping computer software.
- A statistical evaluation will be conducted in accordance with the requirement of GAEPD Solid Waste Management Rule 391-3-4.14 and the technical standards described in *Statistical Analysis of Ground-Water Monitoring Data at RCRA Facilities, Unified Guidance* (U.S. EPA, 2009). The statistical evaluation will be conducted using Starpoint ChemPoint® and ChemStat® software. The data will be evaluated using the Kruskal-Wallis Analysis of Variance (ANOVA) test to determine if concentrations of detected constituents are indicative of a statistically significant increase (SSI) when compared to background

concentrations at the facility, unless a different statistical evaluation test is deemed necessary.

- A summary of findings, conclusions, and recommendations, including a Corrective Action
   Status Update, will be included, as necessary.
- Tables summarizing detections of parameters compared to the established GWPS.
- Figures showing the facility location and surrounding topographic features, surface water bodies, groundwater, methane and surface water monitoring locations and potentiometric surface map with groundwater gradients and interpreted flow direction.
- Field data sheets, laboratory analytical reports, statistical evaluation documentation, and time-plot graphs will be included as appendices.

#### 2.2 Surface Water

Oasis will complete the semi-annual surface water monitoring activities for both landfills during the third quarter of 2022 (July) and the 1<sup>st</sup> quarter of 2023 (January). Sampling and reporting activities will be completed at the below described surface water networks:

- The Northside Landfill surface water monitoring network consists of two surface water sampling locations.
- The Southside Landfill surface water monitoring network consists of seven surface water sampling locations.

Oasis will conduct surface water sampling at each landfill on a semi-annual basis during semi-annual groundwater sampling activities. Surface water sampling will be conducted in general accordance with the EPA Region 4 SESD Operating Procedure for Surface Water Sampling (SESDPROC – 201-R4).

Parameters including pH, specific conductance, temperature, turbidity, and dissolved oxygen will

be measured in the field with a water quality instrument at the time of sampling.

Oasis will collect a sample from each surface water location for the designated parameters as outlined below:

- The two surface water samples collected at the Northside Landfill during both Detection Monitoring Events in January and July will be analyzed for chemical oxygen demand (COD), total cyanide, chloride, total organic carbon (TOC), and Georgia Table 1 metals (arsenic, barium, cadmium, chromium, lead, mercury, nickel, selenium, silver, and zinc).
- Three of the seven surface water sample locations will be sampled at the **Southside**Landfill during both the January Detection Monitoring Event and July Assessment

  Monitoring Event and will be analyzed for COD, TOC, chloride, total cyanide, Georgia

  Table 1 metals (arsenic, barium, cadmium, chromium, lead, mercury, nickel, selenium,
  silver, and zinc.) Three of the seven surface water sample locations will be sampled for
  Appendix I VOCs and one surface water location will be sampled for Appendix I VOCs
  and Appendix II VOC, DCDFM.

As a part of field quality control, one trip blank for each sample cooler containing samples to be analyzed for VOCs will be analyzed.

Collected samples will be labeled, packed on ice, and transported to accredited laboratory Pace located in Peachtree Corners, GA. Proper COC procedures will be followed throughout sample collection and handling.

### **Report Preparation**

Following semi-annual field sampling activities and initial evaluation and verification of laboratory analytical data, Oasis will prepare a Semi-Annual Surface Water Report which will be included in the Semi-Annual Groundwater Detection or Assessment Event Report for each landfill. Each Report will include, but will not be limited to, the following:

- Essential background information regarding the facility, including a description of the approved surface water monitoring network at the facility.
- Documentation of field sampling activities performed at the facility, including sampling procedure, quality assurance/quality control measures, and sample handling and analytical procedures.
- A discussion of findings from the surface water sampling, laboratory analytical reports and data evaluation that will include the comparison of reported analytical data to established in-stream water quality standards (ISWQS).
- Tables summarizing detections of parameters as compared to the established ISWQS.
- Figures depicting the facility that show locations of approved surface water monitoring locations.
- Field data sheets and laboratory analytical reports will be included as appendices.

## 2.3 Methane Monitoring

Oasis will conduct quarterly methane monitoring at the **Northside and Southside Landfills** in compliance with each facility's GAEPD-approved methane monitoring plan and in accordance with GAEPD's *Methane Monitoring at Solid Waste Disposal Facilities, 2015*, as well as GAEPD's Rules of Solid Waste Management. Methane Monitoring will be conducted during the 3<sup>rd</sup> and 4<sup>th</sup> quarters of 2022 and the 1<sup>st</sup> and 2<sup>nd</sup> quarters of 2023.

The proposed scope of work includes:

- The Northside Landfill GAEPD-approved methane monitoring network consists of 10 permanent compliance monitoring wells, five barhole punch compliance locations, five facility on-site structures, and one surface-scan location.
- The **Southside Landfill** GAEPD-approved methane monitoring network consists of 12 permanent compliance monitoring wells.

Oasis will collect methane and O<sub>2</sub> concentrations from wells, barhole punch locations, and structures using an Elkins Earthworks, LLC (Elkins) Landfill Gas Analyzer that is calibrated annually by the manufacturer, and prior to each monitoring event. Oasis will conduct methane monitoring between noon and 6:00 p.m., and when relative humidity is between 10% and 90%, as required. Barhole punch samples will be collected at designated locations for the Northside Landfill, properly sealed at the surface, and left to equilibrate for a minimum of 30 minutes prior to monitoring. Peak methane concentrations will be recorded at each location.

If a compliance monitoring location is found to be out of compliance due to a methane concentration exceeding the lower explosive limit (LEL), Oasis will notify a designated Fayette County representative. If applicable, Oasis will perform delineation by installing appropriate barhole punch sample locations for sampling in order to demonstrate whether or not off-site migration of methane is occurring.

Oasis will prepare a Quarterly Methane Monitoring Report for each landfill, which will include the required SWM-19 form, the Elkins Gas Analyzer manufacturer's calibration certification, a current signed and sealed potentiometric surface map for the facility, and a summary of observations and work conducted for the facility. Quarterly Reports will be signed and certified by a Georgia Registered Professional Geologist or Engineer.

In addition, Oasis will also provide the County with updated historical methane detections for each event for inclusion in the County's GIS system. This data will be provided in Excel format.

### 2.4 Landfill Inspections

Oasis will perform post-closure semi-annual Landfill Inspections during the 4<sup>th</sup> quarter of 2022 and the 2<sup>nd</sup> quarter of 2022. Oasis will complete the following activities as a part of the semi-annual inspections:

An inspection of the groundwater and methane monitoring network wells for deficiencies.

- Inspection of general site conditions
- Inspection of landfill cap/cover
- Inspection of landfill gas (LFG) remediation systems
- Deficiencies and/or necessary repairs noted during the inspection will be relayed to Fayette
   County in a summary letter report and submitted under separate cover.

# 2.5 On-Call Contingency

Oasis will perform the following on-call services as needed at the request of Fayette County as a part of the on-call contingency portion of this Task Order:

- Responding to the Georgia EPD concerning monitoring and reporting, Notice of Deficiencies (NODs); and or Notice of Violations (NOVs);
- Design and submittal of corrective action plans and/or amendments;
- Design and submittal of methane remediation plans;
- Modifications to design of methane extraction systems to increase efficiency or enhance extraction;
- Providing cost-benefit analysis of potential permit modifications;
- Reviewing monitoring plans for inefficiencies;
- Preparing design and operation plan minor modifications;
- Replacing groundwater and methane monitoring wells
- Surveying
- Assisting county staff with revisions to current transfer station operations and site development plans; and,
- Other related services, as needed.

### 3 ASSUMPTIONS

County shall be responsible for all hazardous materials at the Site (known or unknown), which shall include any hazardous materials existing on the Site as of the Effective Date of the Agreement, whether or not detected by Oasis or otherwise, and any hazardous materials brought to the Site by any party other than Oasis, anyone employed by them or anyone for whose acts Oasis may be liable, including, at County's sole cost and expense: (i) for the proper handling, storage, collection, containment, removal, transportation, and disposal from the Site of all such hazardous materials. County's obligation shall include obligations with respect to a release or discovery of hazardous materials by Oasis or its Subcontractors that have been or are brought to the foregoing areas by third parties other than Oasis, a Subcontractor, anyone employed by them, or anyone for whose acts Oasis or any Subcontractor may be liable.

# 4 SCHEDULE

Oasis will provide landfill sampling for the semi-annual groundwater/surface water monitoring reports and Landfill Inspections and quarterly methane monitoring reports as outlined in the tentative schedule provided below.

Northside and Southside Landfills Event	Date
2 <sup>nd</sup> Semi-Annual Groundwater and Surface Water Monitoring Event	July 2022*
3 <sup>rd</sup> Quarter Methane Monitoring Event	July 2022
4 <sup>th</sup> Quarter Methane Monitoring Event	October 2022
4 <sup>th</sup> Quarter Landfill Inspection	October 2022
1st Semi-Annual Groundwater and Surface Water Monitoring Event	January 2023
1 <sup>st</sup> Quarter Methane Monitoring Event	January 2023
2 <sup>nd</sup> Quarter Methane Monitoring Event	April 2023
2 <sup>nd</sup> Quarter Landfill Inspection	April 2023

<sup>\*</sup> Pending approval of Task Order FC-23-02

#### 5 DELIVERABLES

Oasis will provide Fayette County deliverables for the groundwater/surface water monitoring reports, methane monitoring reports, and landfill inspection reports based on the above schedule.

Oasis will submit a Draft Semi-Annual Report for each landfill to Fayette County within 60 days, and to GAEPD using GEOS, the GAEPD online system, generally within 90 days after the monitoring event is completed. Current and historical data will be provided to Fayette County in a format compatible with Geographical Information System (GIS) for the county's review and evaluation. County will provide review and approval of final reports requiring submission to EPD within 10 days of receipt from Oasis.

Quarterly Methane Monitoring Reports will be sent in draft form to Fayette County within 7 days of on-site monitoring activities unless an exceedance is observed, in which case the Report will be issued in draft form to Fayette County within 2 days of on-site monitoring activities. Once Fayette County approves the prepared draft Quarterly Methane Monitoring Report, Oasis will submit the Report to GAEPD using GEOS, the GAEPD online system, within 14 or 7 days of on-site monitoring activities, as appropriate. Current and historical data will be provided to Fayette County in a format compatible with GIS for the county's review and evaluation. County will be responsible for importing the historical methane detection files into the County's GIS System.

Deficiencies and/or necessary repairs noted during Landfill Inspections will be relayed to Fayette County in a summary letter report and submitted under separate cover within 14 days of field activities.

An electronic copy of each prepared report will be provided to Fayette County and will additionally be stored in an electronic document library accessible by Fayette County.

# **6 COMPENSATION**

Compensation for the work in this task order will be based upon a time and expense basis, not to exceed the amount of \$77,244. Compensation is based upon the previously agreed rates associated with Arcadis' Engineer of Record for Water System contract with Fayette County.

\$77,244 Subtotal **AARCADIS** \$72,835 2,374.00 5,972.25 72,835 56,757.03 7,732.00 0 \$2,843 S S S S S \$443 \$4,408 \$4,408 \$4,408 FAYETTE Water **ARCADIS Subtotals** 32 32 3 00000 Project Assistant 4 - 0 25 4 4 25 Account Lead TASK 1 Project Management Services
1.01 Project Management and Task Order Development
1.02 Project Monthly Invoicing
1.03 Project Closeout 2.01 Groundwater & Surface Water
 2.02 Methane Monitoring
 2.03 Landfill Inspections
 2.04 Preliminary Work & On-Call Contingency Budgetary Expenses (Other Direct Costs) TASK 2 Landfill Monitoring Services Sub-total Task Hours Sub-total Task Hours Total Labor Cost abor Category TOTAL Discipline

FCWS - TO 23-02 Groundwater/Surface Water Landfill Monitoring

\$2,843 \$1,123 \$443 \$4,408

\$56,757 \$7,732 \$2,374 \$5,972

\$72,835

\$77,244

Scope assumptions defined in the proposal.











Professional Engineer / PE-GA, #047297

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