

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE  
ATTN: EDGAR C. GENTLE, CLAIMS ADMINISTRATOR  
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE

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MEMORANDUM

BY E-MAIL  
CONFIDENTIAL

**TO:** Virginia Buchanan, Esq.  
Stephanie D. Thacker, Esq.

**FROM:** Edgar C. Gentle, III, Esq.

**DATE:** February 20, 2012

**RE:** Perrine v. DuPont Settlement - Draft Bidder Follow-Up Q &As from Bidder Site Visit on February 14, 2012; File No. 4609-1 {DD-19}

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Dear Virginia and Stephanie:

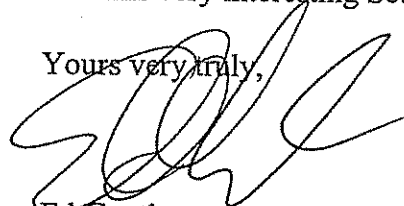
I hope that you are well.

Attached for your review, please find the second round of Bidder Q & As, with this set following the site visit.

Please share all suggested edits in writing by February 22, 2012.

Thank you for the opportunity to help administer this very interesting Settlement.

Yours very truly,



Ed Gentle,  
Claims Administrator

ECGIII/kah  
Attachment

February 20, 2012

Page 2

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cc: (via e-mail)(confidential)(with attachment)

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MEMORANDUM

VIA E-MAIL  
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Waste Management, John Wakin [jwakin@wm.com](mailto:jwakin@wm.com)

**FROM:** Edgar C. Gentle, III, Esq.

**DATE:** February 23, 2012

**RE:** Perrine DuPont Settlement; Property Remediation Request for Proposals - Bidder Questions and Answers Following the February 14, 2012 Site Visit; Our File No. 4609-1 {DD-19}

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Dear Prospective Bidders:

Enclosed please find the Bidder Questions and Answers resulting from our February 14, 2012 Bidder Site Visit. We look forward to receiving your application, which is due March 5, 2012.

Yours very truly,

Edgar C. Gentle, III

ECGIII/kah  
Enclosure

cc: (by e-mail)(confidential)  
Stephanie D. Thacker, Esq., DuPont Representative on the Settlement Finance Committee  
Virginia Buchanan, Esq., Plaintiff Class Representative on the Finance Committee  
Diandra Debrosse, Esq.  
Katherine A. Harbison, Esq.  
Michael Jacks, Esq.  
Mr. Marc Glass  
Mr. Billy Sublett

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February 23, 2012

**The Perrine DuPont Settlement  
Property Clean-Up RFP  
Potential Bidder Questions and Answers Following  
the February 14, 2012 Site Visit**

**Q1: Who will coordinate access to properties?**

A1: The Settlement. The Settlement will provide the Contractor with an inventory of houses\* that are ready for soil and/or house\* remediation.

**Q2: Who is responsible for contents removal and staging?**

A2: The Contractor. When house\* clean-up activities require that house\* contents are removed from the house\* interiors, the Contractor will be responsible for packing and staging.

**Q3: Who will decide if contents are to be discarded (thrown away) or cleaned?**

A3: The house\* owner. Contractor will not be required to dispose of contents other than those specified in the RFP. Personal property will otherwise not be disposed of as part of the clean-up.

**Q4: Could you clarify for which zones carpet will be replaced and for which it will be cleaned?**

A4: See Attached Addendum.

\*As defined in the June 27, 2011 Property Remediation Order in Exhibit A to the RFP, which may include some commercial structures that are fit for human occupancy and regularly occupied by people. The Settlement will make all determinations as to which structures will be remediated.

**Q5: Will garages be cleaned as part of the Property Remediation Program?**

A5: No. The Settlement will define houses\* eligible for cleaning and make this information available to Contractor.

**Q6: Will wetland areas be included in the soil excavation program?**

A6: No.

**Q7: Will the Contractor be allowed to access attic spaces from the exterior even if a method for interior access is available?**

A7: Possibly. This will be determined on a case-by-case basis in agreement with the house\* owner.

**Q8: Will the Contractor be required to remove all duct work from houses\* where duct replacement is indicated in the RFP?**

A8: This will need to be determined on a case-by-case basis in agreement with the house\* owner. If portions of the duct work are inaccessible or housed within wall cavities and cannot be replaced, then only reasonably accessible duct work will be replaced.

**Q9: How many square feet should we assume when estimating carpet replacement?**

A9: The RFP asks that Contractor assume an average home size of 1,500 sq. ft. And that prices for carpet removal, and replacement for pad and carpet be provided in cost per sq. ft. units. The amount of carpeted surface will vary from house\* to house\*.

**Q10: How will the Contractor determine if furniture needs to be cleaned or replaced?**

A10: The Settlement will not be replacing furniture. Please include reasonable time estimates for cleaning of furniture in your response.

**Q11: The RFP requests that the Contractor provide costs for post-clean-up verification sampling for house\* interiors. Will the selected clean-up Contractor(s) be performing sampling for work they have also cleaned?**

A11: No. Sampling will be performed by a third-party. Please do not provide a cost estimate.

\*As defined in the June 27, 2011 Property Remediation Order in Exhibit A to the RFP, which may include some commercial structures that are fit for human occupancy and regularly occupied by people. The Settlement will make all determinations as to which structures will be remediated.

**Q12: Which house\* will be cleaned first and which house\* will be cleaned last?**

A12: The Settlement will decide which houses\* are cleaned and when.

**Q13: Will some houses\* take cash instead of clean-up?**

A13: No.

**Q14: Will unfinished basements with dirt floors be cleaned?**

A14: No.

**Q15: Will right-of-ways and alleys and other areas not owned by Class Members be cleaned?**

A15: No.

**Q16: Can you please provide a summary of the laboratory data collected thus far, or at the very least can you provide the geospatial distribution and degree of impact of the sampled properties?**

A16: The RFP already describes how many houses\* to bid on and how, approximately, they are distributed throughout the Class Area in the different zones. Remediation methods are the same regardless of the level of contamination, once we identify the target soil and houses\* to clean. We state in the RFP that bids are to account for both hazardous and non-hazardous disposal costs at an approved waste disposal facility, so the bidders need to prepare for both.

**Q17: As a practical matter, submitting proposals on Mondays is not preferred. Will you consider a bid extension until Wednesday March 7<sup>th</sup>?**

A17: No. Bids are due March 5.

**Q18: Can you confirm that direct cost for and management of resident relocation is the responsibility of the Settlement?**

A18: Please see the RFP Addendum in Attachment A to these Questions and Answers. Yes, relocation is and will be the Settlement's responsibility.

\*As defined in the June 27, 2011 Property Remediation Order in Exhibit A to the RFP, which may include some commercial structures that are fit for human occupancy and regularly occupied by people. The Settlement will make all determinations as to which structures will be remediated.

## Attachment A to February 23, 2012, Questions and Answers

### Following February 14, 2012 Site Visit

#### Addendum to RFP

In light of the questions posed at the February 14, 2012, site visit and information meeting, the Settlement has prepared the following Addendum to the Request for Proposals ("RFP"). As mentioned at the meeting, bids are due on or before March 5, 2012.

1. Documents granting the Settlement and the Contractor legal access to the properties will be procured by the Settlement.

2. The Settlement will review and analyze the current property sampling and the results will be disclosed to the Claimants before initiation of the remediation project. The Contractor is not responsible for dealing with or distributing these sampling results to the Claimants.

3. Before any work is started on a property, an individualized Property Report will be provided to the Contractor. The Property Report will include a photo of the property, a GPS way point providing the location of the property, and the Claimant's contact information. Other information may be included in the Report at the Contractor's reasonable request, depending on need and after a consideration of confidentiality concerns. The format of the Property Report will be evaluated with the successful bidder(s) during contract negotiations.

4. The Settlement will provide the Contractor with a list of eligible properties and will coordinate the scheduling of remediation with the Contractor and the Claimants. Pacing of remediation will depend on the abilities and personnel of the Contractor and will be discussed during the bidder interview process. A timeline and completion date for the project will be set during contract negotiation, with non-compliance penalties.

5. The first step of any individual property remediation will be an investigation of the property by the Contractor, the Settlement representative, and the Claimant. During this investigation, the Claimant will be invited to discuss



concerns with the process, individual characteristics and issues with the remediation of the property, and any special places or valuables of concern located in the house or on the soil property. The Contractor will photograph and/or videotape the property to document the condition of the property prior to the commencement of remediation. The Contractor will provide a digital copy of the photographs and videos to the Settlement to facilitate detailed recordkeeping. Individual records of the condition of the property both pre and post remediation, must be kept to insure that any potential Claimant complaints as to the condition of the property or alleged damage to the property are valid and are not pre-existing conditions.

6. After the above investigation of the property is complete, the Contractor, the Settlement representative, and Claimant will discuss the scope of the property's remediation plan as well as a starting date and proposed timeline for completion. At this time, specific remediation issues such as attic access, will be discussed and a case-by-case determination as to interior versus exterior access of attics will be made. After agreeing to the plan, the Contractor, the Settlement representative, and the Claimant will sign off on remediation plan.

7. The Contractor, the Settlement representative, and the Claimant will determine whether or not Claimant relocation is necessary. If relocation of Claimants and/or pets is necessary and desired by the Claimants, the Settlement will pay for and coordinate the relocation.

8. If the Claimant disagrees with the individualized property remediation plan, the Settlement will resolve the disagreement, with an appeal process if necessary.

9. The removal of personal property from the yard and/ or house\* that is necessary to conduct the remediation process is the responsibility of the Contractor. If the Claimant refuses to allow the removal of personal property, the Settlement and the Contractor will work with the Claimant to resolve the issue, including obtaining a written waiver of remediation as to any areas rendered inaccessible. The Settlement does not expect small personal items such as clothing in a dresser or the contents of a closet or boxes or other containers to be removed to remediate a house\*.

10. As to the determination of whether the contents of the house\* should be thrown away or stored for safekeeping during remediation, the Contractor is responsible for the disposal of the materials generated by the remediation process, such as removed carpets, construction materials, removed attic insulation and removed duct work.

11. The RFP requires removal and replacement of carpets in residential houses\* in Zones 1 and 2. Carpets in residential houses in Zone 3 will be cleaned, not replaced. Carpets in commercial structures in Zone 1 will be replaced. Carpets in commercial structures in Zones 2 and 3 will be cleaned. Any inconsistency as to carpet removal versus carpet cleaning in the RFP is expressly replaced by this Addendum. Carpet cleaning and replacement is to be bid on a per square foot basis and the RFP assumes 1500 square feet per house\*, for purposes of the bidding process.

12. Duct work is to be replaced where feasible but cleaning will be considered on a case-by-case basis if a substantial cost savings can be realized.

13. There should be no estimation of cost for replacing furniture in Zone 1 or anywhere in the Class Area. All upholstered furniture throughout the Class Area is to be cleaned, not replaced.

14. The remediation efforts will be directed to habitable houses\* and commercial structures fit for human occupancy and regularly occupied by people, as solely determined by the Settlement. In this regard, adjoining structures such as garages and outbuildings will NOT be remediated.

15. There has been no determination or delineation of any wetland areas that may affect soil remediation in Zone 1A. The Settlement does not intend to remediate or disturb any soil in wetland areas. Contractors are not to excavate or encroach on any wetland areas.

16. During every day of the Project the work day will begin with a meeting where the Contractor will report to the Settlement's Remediation Superintendent, and sign in. During the meeting the properties to be remediated that day will be identified and discussed, and the timelines for the individual

properties and the project as a whole will be reviewed. Safety meetings will occur on a weekly basis.

17. At the end of remediation for a property, the Contractor, the Settlement representative, and the Claimant will review the property and sign a form stating what work has been completed. The Claimant will agree that the work has been completed and that there has been no damage to home and sign a waiver to that effect. If there are any disputes as to the completion of the work, the Settlement will mediate the disputes and provide an appeal process if necessary.

18. A third party Sampling Contractor will test the property to confirm that hazardous levels of heavy metals have been remediated. Please note that this portion of the Addendum represents a change from the RFP. The Settlement has decided to remove any ethical concerns or potential conflict of interests in the post-remediation sampling by having a third party Sampling Contractor conduct the sampling. Bidding on post-remediation sampling is no longer a required part of the response to the RFP.

19. The post-remediation sampling results will be communicated to the Contractor, the Settlement, and the Claimant. If hazardous levels of the tested heavy metals are present after the initial remediation, remedial actions will be discussed and taken as necessary.

20. Once the Settlement verifies that remediation is complete, a final completion form for the property will be executed by the Contractor, the Settlement, and the Claimant.

21. Although terms of payment will be negotiated during Contract finalization, the Settlement is proposing a 20/60/20 payment process whereby 20% of payment will be made when work on a property commences, 60% of payment will be made when work is completed and initial sign-off from the Contractor, Settlement representative, and Claimant is obtained, and the final 20% will be paid when post-remediation sampling confirms that hazardous levels of heavy metal contamination have been removed and final sign-off is obtained.

22. The Contractor is required to have a drug-free work force, whether employees or sub-contractors.