FULTON COUNTY

INVITATION TO BID #13ITB01094K-MH

DEMOLITION OF BUILDING AND SITE STRUCTURES AT 1332 METROPOLITAN PARKWAY SW ATLANTA

For

Atlanta-Fulton Public Library System

BID DUE DATE AND TIME: Thursday, January 9, 2014 11:00 A.M.
BID ISSUANCE DATE: December 13, 2013
PRE-BID CONFERENCE DATE: December 20, 2013 @ 10:00 a.m.
PURCHASING CONTACT: Mark Hawks @ (404) 612-5812
E-MAIL: Mark.Hawks@fultoncountyga.gov

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

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INVITATION TO BID

#13ITB90025K-MH DEMOLITION OF BUILDING AND SITE STRUCTURES AT 1332 METROPOLITAN PARKWAY SW ATLANTA

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the demolition of the existing building, various slab remnants and broken up asphalt at 1332 Metropolitan Parkway, SW Atlanta, GA 30310 will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m**., local time, on **Thursday, January 9, 2014**.

DESCRIPTION OF PROJECT

The project consists of the following major elements: Permitting, Abatement of asbestos containing materials (ACM) in the roof, salvage itemized materials, demolish and dispose of all portions of the existing building and site structures at 1332 Metropolitan Parkway. Diagrams and abatement report are in the Exhibit section. The detailed scope of work and technical specifications are outlined in Section 3, Scope of Work ;and Technical Specifications of this bid document.

BID DOCUMENTS

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

A viewing copy **(FOR VIEWING PURPOSES ONLY) of the Drawings** will be available in the Department of Purchasing & Contract Compliance Plan Room located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303.

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government,
Department of Purchasing & Contract Compliance
Attn: Mark Hawks
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Email: Mark.Hawks@fultoncountyga.gov
Reference Bid #:13ITB01094K-MH

PRE-BID CONFERENCE

Date: Friday, December 20, 2013
Time: 10:00 A.M.
Location: Demolition Site Located at
1332 Metropolitan Parkway
SW Atlanta, GA 30310

An optional pre-bid Conference will be held at the above named location. Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference. Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/ technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

BONDING REQUIREMENTS

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of fiver percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

END OF SECTION

OWNER - CONTRACTOR AGREEMENT

#13ITB90025K-MH Demolition of Building and Site Structures at 1332 Metropolitan Parkway SW Atlanta

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 20 , by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

Exhibit A: General Conditions
Exhibit B: Special Conditions (if applicable)
Exhibit C: Addenda
Exhibit D: Bid Form
Exhibit E: Bonds (Bid, Payment & Performance)
Exhibit F: Scope of Work and Technical Specifications
Exhibit G: Exhibits
Exhibit H: Purchasing Forms
Exhibit I: Office of Contract Compliance Forms
Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **[INSERT CONTRACT AMOUNT IN WORDS],** ($**[INSERT CONTRACT AMOUNT IN NUMBERS]**) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: #13ITB01094K-MH

Demolition of Building and Site Structures at 1332 Metropolitan Parkway SW Atlanta

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **[INSERT CONTRACT DURATION]** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall

remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

***[Insert if applicable** For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of $ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].*

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

CONTRACTOR:

[Insert Contractor COMPANY NAME]

[Insert Name & Title of person authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND THREE (3) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the “Original”. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

3. RECIEPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **13ITB01094K-MH, Demolition of Building and Site Structures at 1332 Metropolitan Parkway SW Atlanta.**

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.
Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than 2:00 PM, Monday, October 21, 2013. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance
Attn: Mark Hawks, Assistant Purchasing Agent
Fulton County Public Safety Building

130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Email:
Mark.Hawks@fultoncountyga.gov
Bid #13ITB01094K-MH

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

5. SITE EXAMINATION

There will be a site visit for this project. It will be held on Friday, December 20, 2013 immediately following the pre-bid conference. Bidders are not required to attend but it is strongly recommended. A signed waiver will be required prior to entering the facility. Flashlights will be required for interior inspection of the building.

6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

7. BID AND CONTRACT SECURITY

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

(1) Any surety on a bid, performance, or payment bond has become insolvent;
(2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
(3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. SURETY BONDS

The submission of surety bonds subsequent to the Bid submission shall be:

a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;

b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and

c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

9. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

10. RIGHT TO REJECT BIDS

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

11. APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their

complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

12. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

13. BID EVALUATION

a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of ***sixty calendar days*** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.

b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.

c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis

and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.

f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.

h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

14. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

A. **Responsiveness:** The determination of responsiveness will be determined by the following:

   a. The completeness of all material, documents and/or information required by the County;
   b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following

   a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;

b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
e. Has the appropriate and adequate technical experience necessary to perform the Work;
f. Has adequate personnel and equipment to do the Work expeditiously;
g. Has suitable financial means to meet obligations incidental to the work.

15. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same of different name(s);

b. Evidence of collusion among Bidders;

c. Previous participation in collusive bidding on Work for the County;

d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;

e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

16. BASIS OF AWARD

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

17. PROFESSIONAL LICENSES

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Fully Licensed with the State of Georgia and Georgia Environmental Protection Division as an Asbestos and Hazardous Materials removal Contractor
2. Electricians
3. Plumbers
4. Conditioned Air Contractors
5. Low voltage Contractors
6. Georgia Utilities Contractors License

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

18. WAGE CLAUSE

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

19. NOTICE OF AWARD OF CONTRACT

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence

work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

20. EXECUTION OF CONTRACT DOCUMENTS

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

21. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County's Non Discrimination in Contracting and Procurement.

22. JOINT VENTURE

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

25. SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, http://www.fultoncountyga.gov under "Subcontracting Bid Opportunities".

26. TERM OF CONTRACT

The term of the Agreement shall be for a period of ninety calendar days, or as may be amended under the Agreement to comprise the Agreement Time. Contractor shall commence the Work within ten calendar days after receipt of Notice to Proceed.

27. NO CONTACT PROVISION

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

A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

28. AUTHORIZATION TO TRANSACT BUSINESS

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

29. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

30. SUBSTITUTIONS

No substitutions

31. BID GENERAL CONDITIONS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.

4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.

5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

32. Submittals

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	Bid Submittal Check Sheet	Check (√)
1.	**Georgia Security and Immigration Contractor Affidavit(s) and Agreements**	
2.	**Georgia Security and Immigration Subcontractor Affidavit(s)**	
3.	**Bid Form**	
4.	**Acknowledgment of Addenda**	
5.	**Bid Bond**	
6.	**Non-Collusion Affidavit**	
7.	**Certificate of Acceptance of Request for Bid**	
8.	**Georgia Utility Contractor's License**	
9.	**Georgia General Contractors License**	
10.	1. **Georgia Professional License** Fully Licensed with the State of Georgia and Georgia Environmental Protection Division as an Asbestos and Hazardous Materials removal Contractor 2. Electricians 3. Plumbers 4. Conditioned Air Contractors 5. Low voltage Contractors 6. Georgia Utilities Contractors License	
11.	**Certificate Regarding Debarment**	
12.	**Disclosure Form and Questionnaire**	
13.	**Office of Contract Compliance Requirements (submitted in a separate envelope)**	
14.	**Proof of Insurance Coverage**	

END OF SECTION

SECTION 2

PRICING FORMS

Total bid should include all cost associated with the Section 3, Scope of Work and Technical Specifications, such as, labor, materials, equipment, transportation, disposal, alternates, etc.

BID PRICING FORM

Any contract resulting from this offer shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation to Bid together with this bid, as modified by subsequent negotiations, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document.

Price for Section 3, Scope of Work and Technical Specifications (Excluding Alternates #1 & #2)
$_____

Salvage Materials:

a) **Alternate #1 Limestone Columns** - Section 3, Scope of Work and Technical Specifications, Item 7
$_____

b) **Alternate #2 - Building Brick** Section 3, Scope of Work and Technical Specifications, Item 8
$_____

Total Price including Alternates #1 & #2 **$_____**

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **13ITB01094K-MH, Demolition of Building and Site Structures at 1332 Metropolitan Parkway SW Atlanta**

Submitted on _____, 2013.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT

$_____
(Dollar Amount In Numbers)

_____
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written “Notice to Proceed” from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

_____Dollars

($_____) according to the conditions of "Instructions to Bidders" and provisions

thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

_____

_____

Business Phone: _____

Email: _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address

END OF SECTION

SECTION 3

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS – GENERAL DESCRIPTION

Overview:

The Demolition Contractor shall abate hazardous materials, salvage materials identified by Fulton County, demolish and remove all portions of the building at 1332 Metropolitan Parkway, including the attached slab on-grade to the north of existing building; the adjacent slab-on-grade to the east of the existing building; and retaining walls. The demolition/disturbance area shall remain at less than one (1) acre. Please reference Exhibit A, Limits of Work showing the approximate limits of work area.

The Demolition Contractor is responsible for all aspects of design, abatement of hazardous materials, salvage (remove, protect, store and transport materials), utility locates, demolition, erosion control, and documentation required by local, state, or federal agencies (governing authorities) and regulations. The Demolition Contractor shall also be responsible for all demolition / salvage documentation for their scope of work relating to the LEED Certification Process. The Demolition Contractor shall coordinate with the County's Architect and Construction Manager for the New Stewart-Lakewood library.

The Demolition Contractor is responsible for all labor, safety, material, equipment, access equipment, transportation/freight, erosion control, applicable fees, applicable permits to properly and safely execute the demolition and salvage work described in Section 3 of this ITB.

Design / Build / Permit:

The Demolition Contractor is responsible for all aspects of project, including any documentation required by the City of Atlanta to obtain permits and inspections. The County will not be providing any further drawings or documents than what is contained within this Invitation to Bid.

The Demolition Contractor is responsible for obtaining and paying for applicable permits, including but not limited to abatement permits, demolition permits, lane / sidewalk closure permits, and any necessary inspections.

Limits of Work:

See attached plan, Exhibit A, Limits of Work. Work area is not to exceed 1 acre. The Demolition Contractor will be responsible for providing a more detailed demolition drawing to County showing items specifically to be demolished and removed from site. Once County approves of Demolition Contractors detailed demolition drawing, Demolition Contractor will submit drawing to City of Atlanta for obtaining permit required for work.

Driveways Repair / Protect:

Use of existing curb cuts and drives is allowed. All curb cuts and drives are to remain operational after demolition (do not remove). All demolition will occur on the south side of the site and the Demolition Contractor is encouraged to access site from the south side of site. The Demolition Contractor is responsible for damage outside the limits of work defined in Exhibit A, Limits of Work. The Demolition Contractor shall repair any damaged sidewalk /curb / drives that they damage during their work. Demolition Contractor shall remove damaged concrete sidewalk / curb / drives from joint to joint and replace damaged / sections.

Fencing Repair:

Demolition activity is limited to the south side of the site where there is only a pedestrian gate. The Demolition Contractor is responsible for modifying fence, as necessary, for equipment access to site and material haul off. The Demolition Contractor shall be responsible for any damage to the existing fence from their operations / activities and make proper repairs so that the fence is continuous after their scope of work is complete. The Demolition Contractor shall also repair any damage to existing site, as a result of their work, outside of the limits of work

Pedestrian / Public Safety:

The Demolition Contractor shall provide and install all safety signage, jobsite signage, temporary signage for lane / sidewalk closures, temporary protection to pedestrians outside of the limits of work, flagmen, etc. in order to ensure the safety of the public during their work. The Demolition Contractor shall maintain pedestrian access on the perimeter of the site at all times and shall provide the necessary protection to pedestrians and traffic.

Salvage Materials:

The following materials are to be salvaged by the Demolition Contractor from the building/limits of work, for the County's future use. These Salvaged items/materials are to be protected, stored and transported as directed, prior to demolition of the building:

1. *Granite wall material*. The Demolition Contractor shall salvage all granite wall material on perimeter water table of building and site retaining walls located within the limits of work as shown on Exhibit A- Limits of Work Demolition drawing and verified by the County prior to starting work. The granite materials shall be stored on-site, at a location to be determined by the County and covered with a secured tarp.
2. *Stained Glass Windows.* The Demolition Contractor shall remove, protect, load, transport all stained glass windows to Fulton County Warehouse located at 79 Milton Avenue, Atlanta, GA 30315 and offload applicable salvage materials. The Demolition Contractor shall take great care in not damaging glass or lead caning of windows. The Demolition Contractor shall protect salvaged windows until they are delivered to the Fulton County Storage Facility listed above and signed off by an authorized County representative.

3. *Front Porch White Marble Slabs at Main Entry.* The Front Porch White Marble Slabs at the existing building main entry (west elevation) shall be salvaged by the Demolition Contractor. The Demolition Contractor shall remove and dispose of hand rail and then remove the marble slabs. The marble slabs shall be neatly stacked, by the Demolition Contractor, in a location on-site determined by the County. The Demolition Contractor shall cover the marble slabs with a secured tarp.
4. *Balcony Wood Seats.* The Demolition Contractor shall remove, protect and transport ten (10) sections of three (3) wood seats from the existing building balcony (30 total seats). The County shall identify the ten (10) sections of three (3) wood seats prior to the Demolition Contractor starting the salvage operation. The Demolition Contractor shall take great care in not chipping, scratching, or otherwise damaging the wood seat sections. The Demolition Contractor shall protect the salvaged seat sections, load, transport them to Fulton County Warehouse located at 79 Milton Avenue, Atlanta, GA 30315 and offload applicable salvage materials. The Demolition Contractor shall protect balcony wood seats until they are delivered to the Fulton County Storage Facility listed above and signed off by an authorized County representative.
5. *Building Dedication Stone Plaque.* The Demolition Contractor shall remove, protect and transport the one (1) building dedication stone plaque on the south west corner of the building. The Demolition Contractor shall take great care in not scratching, chipping or otherwise damaging the building dedication stone plaque. The Demolition Contractor shall protect the salvaged building dedication stone plaque, load, transport the dedication plaque to Fulton County Warehouse located at 79 Milton Avenue, Atlanta, GA 30315 and offload applicable salvage material. The Demolition Contractor shall protect Building Dedication Stone Plaque until it is delivered to the Fulton County Storage Facility listed above and signed off by an authorized County representative.
6. *Light Fixtures.* The Demolition Contractor shall remove, protect and transport the one (1) pendant light fixture and eight (8) surface mounted light fixtures. The County shall identify the light fixtures prior to the salvage operation commencing. The Demolition Contractor shall take great care in not scratching, chipping or otherwise damaging the light fixtures. The Demolition Contractor shall also salvage all hardware associated with the fixtures, including but not limited to, screws, bolts, nuts, plates. The Demolition Contractor shall protect, load, transport the light fixtures and associated hardware to Fulton County Warehouse located at 79 Milton Avenue, Atlanta, GA 30315 and offload applicable salvage materials. The Demolition Contractor shall protect the Light Fixtures until they are delivered to the Fulton County Storage Facility listed above and signed off by an authorized County representative.
7. *Limestone Columns.* *THE LIMESTONE COLUMNS SALVAGE WORK SHALL BE PROVIDED AS ALTERNATE PRICING, NOT IN THE BASE BID OF THIS ITB.* The Demolition Contractor shall remove, protect, and store the four (4) entry limestone columns (including caps and bases) on the narthex/front porch of the existing building, to a location on- site determined by the County and covered with a secured tarp. The Demolition Contractor shall take great care in

not scratching, chipping or otherwise damaging the limestone columns, until they are delivered to the identified location. The Demolition Contractor shall include all labor, materials, equipment, rigging, fuel, scaffolding, etc. necessary to remove, transport, store and cover the limestone columns at the identified location on-site. The Demolition Contractor shall also number column sections in a discreet location and provide a plan that indicates how to re-construct the pieces – this shall be reviewed with Fulton County prior to commencement.

8. *Building Brick.* *THE BUILDING BRICK SALVAGE WORK SHALL BE PROVIDED AS ALTERNATE PRICING, NOT IN THE BASE BID OF THIS ITB.* The Demolition Contractor shall remove and salvage ten (10) cubic yards of brick material from the existing building and store in a location on-site to be determined by the County, covered with a secured tarp. The Demolition Contractor shall take care in not chipping or otherwise damaging the brick material during the removal, salvage and storage process. The Demolition Contractor shall include all labor, materials, equipment, rigging, fuel, scaffolding, etc. necessary to remove, salvage, transport, store and cover brick material at the identified location on-site.

The Demolition Contractor shall use care during the salvage process so as not to damage the materials. The Demolition Contractor shall provide all labor, equipment, materials, access equipment, cranes, transportation/freight, etc. and applicable permits and fees required to demolish, remove, salvage, protect, load, transport and store the materials identified above. The Demolition Contractor shall provide locks on any on-site storage containers utilized to secure salvaged materials until the County is ready to claim/retrieve such items.

The Demolition Contractor shall coordinate with the Project's LEED Administrator regarding proper documentation of the salvage process prior to any work taking place. Forms are available upon request from the LEED Administrator.

The Demolition Contractor is encouraged to salvage as much of the remaining existing materials on-site for re-use. Any additional salvage performed by the Demolition Contractor shall be documented for use in the projects LEED Certification Process.

Hazardous Materials:

The County performed an initial Hazardous Materials Assessment, please see Exhibit B, Hazardous Materials Assessment Vacant Church Facility dated November 14, 2012. This report indicated, but not limited to, asbestos material in the existing Church Facility.

Asbestos abatement was performed; please reference Exhibit C, Asbestos Abatement and Contractor Observation Close-Out Report dated July 2013 (July 29, 2013).

Following the asbestos abatement as described in Exhibit C, sampling of roof material occurred. Please reference Exhibit D, Report of Asbestos Sampling of Roof Material dated August 9, 2013.

The Demolition Contractor shall be responsible for the proper abatement and disposal of all remaining hazardous materials located in the existing facility within the Limits of Work. The Demolition Contractor shall be responsible for complying with all permits, fees, laws, regulations, codes, etc. of the governing jurisdiction for the abatement and disposal of all remaining hazardous materials within limits of work.

All precautions are the responsibility of the Demolition Contractor.

Construction Waste Management:
This abatement, demolition and salvage activity is part of the larger redevelopment project for the whole site at 1332 Metropolitan Avenue. The development is seeking certification through the US Green Building Council LEED Green Building Rating Program. Demolished building materials must be separated and sorted for recycling. Close out documentation must include, by weight, the percentage of material diverted from landfills. The Demolition Contractor shall coordinate with the Project's LEED Administrator regarding proper documentation prior to any work taking place. Forms are available upon request from the LEED Administrator.

All costs associated with sorting, recycling, and disposal of materials shall be the Demolition Contractors responsibility.

Erosion Control:
Site disturbance must be less than one acre to ensure that NPDES is not required, please reference Exhibit A- Limits of Work. City of Atlanta land disturbance requirements must be implemented and inspected as required by the permit.

As indicated above in the "Design / Build / Permit" section above, it is the Demolition Contractors responsibility to provide any requested documentation on erosion control that the City of Atlanta may require. The County will not be providing any further drawings or documents than what is contained within this Invitation to Bid.

The Demolition Contractor shall be responsible for the installation and maintenance of all erosion control measures needed for the project. Maintenance for the erosion control measures shall end at time of final acceptance of the demolition project by the County.

Schedule:
The Demolition Contractor (Contractor) shall commence work within 5 business days of being issued the Notice to Proceed (NTP) from the County. It is anticipated that the NTP will be issued in the 1st quarter of 2014.

New building construction (separate contract and separate Construction Manager) is expected to start work in the second quarter of 2014. The Demolition Contractor shall submit a detailed schedule showing durations of activities at the time of NTP.

BID BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

BID BOND

#13ITB01094K-MH
Demolition of Building Site Structures at 1332 Metropolitan Parkway SW Atlanta
FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____

hereinafter called the PRINCIPAL, and _____

_____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____ _____Dollars and Cents ($_____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for #13ITB90025K-MH Demolition of Building Site Structures at 1332 Metropolitan Parkway, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____
_____Dollars
($_____) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____day of _____, 20__

ATTEST:

_____
PRINCIPAL

_____ BY_____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

_____
SECRETARY

(CORPORATE SEAL)

_____
SURETY

_____ BY_____
(SEAL)

END OF SECTION

PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Demolition of Building and Site Structures at 1332 Metropolitan Parkway SW Atlanta**, as more particularly described in the Contract (hereinafter called the "Project");

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

1. A "Claimant' shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

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

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the

construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

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

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

_____(SEAL)
(Principal)

By:_____

Attest:

_____
Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

_____
Secretary

_____

(Address of Surety's Home Office)

_____
(Resident Agent of Surety)

END OF SECTION

PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Demolition of Building and Site Structures at 1332 Metropolitan Parkway SW Atlanta**, as more particularly described in the Contract (hereinafter called the "Project");

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

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

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

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

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

incurred by the Owner in making good any such failure of performance on the part of the Principal.

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

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

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

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

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

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

_____(SEAL)
(Principal)

By:_____

Attest:

_____
Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

_____
Secretary

_____

(Address of Surety's Home Office)

_____
(Resident Agent of Surety)

END OF SECTION

Insurance and Risk Management Provisions
Buildings Demolition Project

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	$1,000,000

To include U.S. Longshoremen and Harbor Workers Act

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

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

**General Liability Policy to include the following:

- Per Project/Location Aggregate and Completed Operations for 3 Years after final payment.

- Policy to provide evidence of X, C, U coverage.
- Policy to have no exclusion for demolition work.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE
Combined Single Limits Each Occurrence $1,000,000
(Including operation of non-owned, owned, and hired automobiles).
Broadened Pollution Endorsement CA9948 and MCS 90

4. UMBRELLA LIABILITY Per Occurrence/Aggregate $1,000,000/$2,000,000

5. CONTRACTORS POLLUTION LIABILITY Each Occurrence $1,000,000
*Or by endorsement to General Liability Policy for sudden and accidental**
If Pollution provided by General Liability Endorsement and sudden and accidental, Completed Operations would not be a requirement.

- Should asbestos/lead abatement and removal operations be required by this contract, Must provide the following coverages: Pollution Policy to provide asbestos/lead abatement coverage on an Occurrence basis; Professional E&O and Umbrella coverage.
- Abatement operations to be performed by a qualified state licensed abatement contractor.
- To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

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

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices t protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications
  - Form C1 – Georgia Utility License Contractor License
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

_____
(COMPANY NAME)

_____
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

_____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

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

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:
_____

Date:
_____

(ATTACH COPY OF LICENSE)

FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:
_____

Date:
_____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:
_____

Date:
_____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

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

(a) ***Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

(1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

(2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

(3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

d. Falsification of any documents.

(5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

(6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20____

_____
(Legal Name of Offeror) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

   For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

   (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

   Circle One: YES NO

   (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

   Circle One: YES NO

   (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

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

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

Sworn to and subscribed before me,

This _____ day of _____ , 20___

_____
(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A/ 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

SECTION 7

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location,

location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

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

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

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

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

REQUIRED FORMS AND EBO PLAN

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

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit

- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ _____
Title Firm Name

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

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

EXHIBIT B – EMPLOYMENT REPORT

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

JOB CATEGORIES	**TOTAL EMPLOYED**		**TOTAL MINORITIES**		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

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

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer:_____

ITB/RFP Number:_____

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

_____

_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is_____is not____a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

   _____

   _____

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

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

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

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

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

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

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

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

Signature:_____**Title**:_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

EXHIBIT D

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

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

To:_____
(Name of Prime Contractor Firm)

From:_____
(Name of Subcontractor Firm)

ITB/RFP Number:_____

Project Name:_____

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

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

_____ _____
(Prime Bidder) **(Subcontractor)**

Signature_____ **Signature**_____

Title_____ **Title**_____

Date_____ **Date**_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

perform 100% of the work required for_____
(ITB Number)

_____
(Description of Work)

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

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;

2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;

3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB No._____

Project Name_____

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

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

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the estimated contract cash flow for each joint venturer.

5. To what extent and by whom will the on-site work be supervised?

6. To what extent and by whom will the administrative office be supervised?

7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

9. Describe the experience and business qualifications of each joint venturer.

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:_____

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

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

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

Name	Race	Sex	Financial Decisions	Supervision Field Operation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

FOR_____
(Company)

Date:_____ **_____**
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ **_____**
(Signature of Affiant)

_____
(Printed Name)

State of_____:

County of_____:

On this _____ day of _____, 20___, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

REPORTING PERIOD		**PROJECT NAME:**	
FROM:		**PROJECT NUMBER:**	
TO:		**PROJECT LOCATION:**	

PRIME CONTRACTOR		**Contract Award Date**	**Contract Award Amount**	**Change Order Amount**	**Contract Period**	**% Complete to Date**
Name:						
Address:						
Telephone #:						

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____ _____ _____

(Signature) ***(Printed Name)***

Notary: _____ **Date:** _____ **My Commission Expires:** _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of $200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.

2. The contractor shall provide the applicable details of every entry level job in writing within the required form.

3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SECTION 8

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

A. Notice of Award of Contract:

B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager shall mean the individual designated in writing, by the Director of the Facilities and Transportation Services Department as the Construction Manager.

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Director - Director of the Facilities and Transportation Services Department of Fulton County, Georgia or the designee thereof.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Program Manager - Not used in this contract. Delete all references.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to

any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain

records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, backcharge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime.

The cost associated with resident inspector overtime shall be deducted form the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.

2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.

2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.

2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective data of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of

the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;

6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:

   a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

   b. The completed or partially completed plans, drawings, information, and other property to the work.

7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.

8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available.

Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager.

Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier,

materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding $400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100%

work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;

b. The surety's consent to final payment; and

c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall

refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor’s agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.

3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:

    a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

    b. By unit prices stated in the Contract Documents or subsequently agreed upon;

    c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

    d. By the method provided in Subparagraph A4 below.

4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and

savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.

b. All hourly rate charges shall b submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

5. In Subparagraphs 3 and 4 above, the items included in “Cost and “Overhead” shall be based on the following schedule:

a. Unless otherwise provided in the Contract Documents, “Cost” shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman’s account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers’ or workmen’s compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.

b. Unless otherwise provided in the Contract Documents, “Overhead” shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor’s subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor’s or subcontractors’ superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in “Cost” above.

c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.

6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:

   a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.

   b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.

   c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.

   d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.

   e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.

7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.

8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.

3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.

4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be give by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County’s agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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EXHIBIT A

FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 200___, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

_____
Signature

_____
Title

Personally appeared before me this _____ day of _____, 20_____. _____, who under Oath deposes and says that he is _____of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

_____
Notary Public

_____
My Commission expires

END OF SECTION

SECTION 9

SPECIAL CONDITIONS

Non - Applicable

SECTION 10

EXHIBITS

Exhibit – A Limits of Demolition

Exhibit – B 1332 Metropolitan Parkway Hazardous Materials Assessment Report **111412**

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SECTION 11

Non - Applicable

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LEGEND

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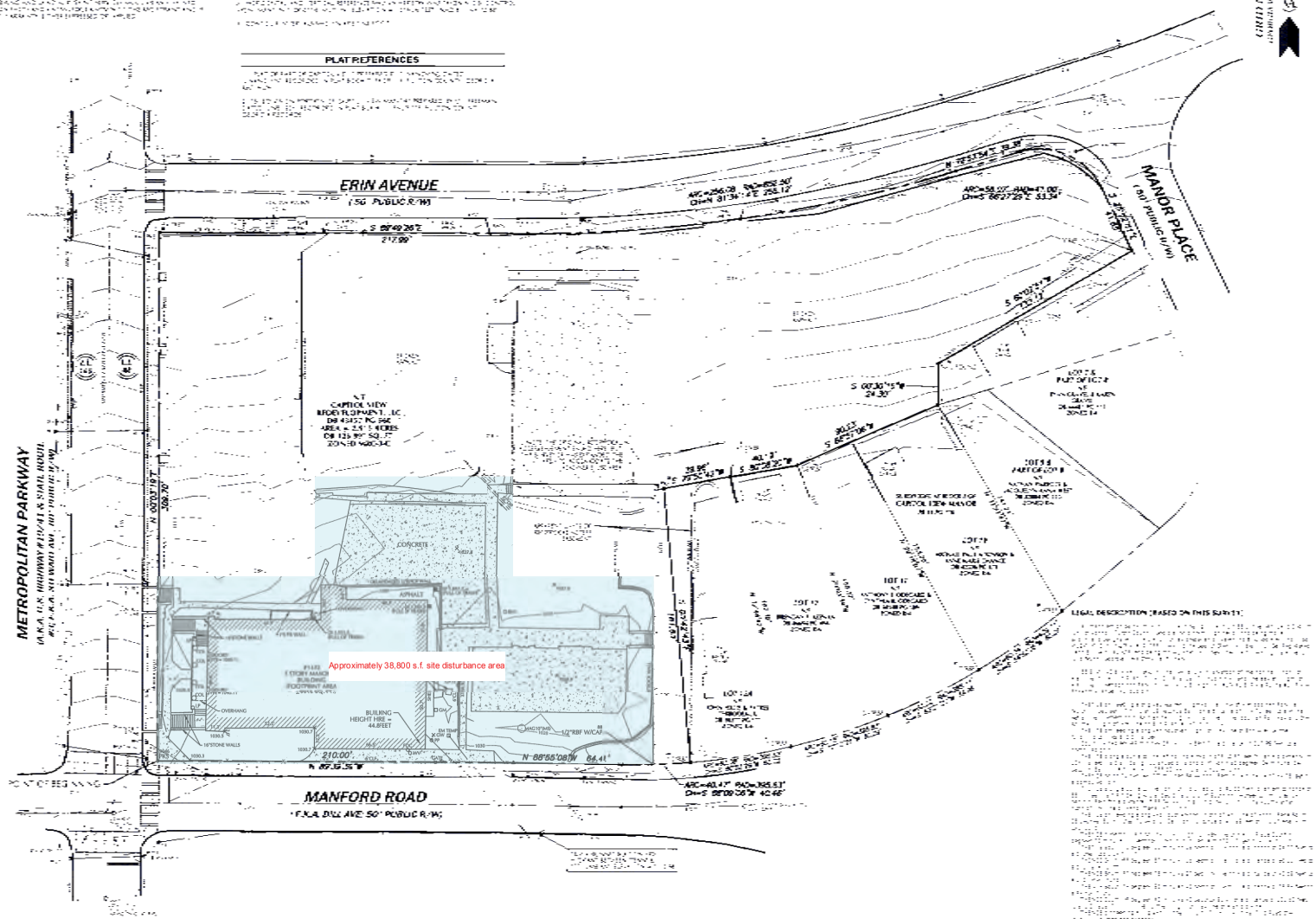

UTILITY WARNING

Know what's below.
Call before you dig.

GRAPHIC SCALE – FEET

STATE OF GEORGIA PLAT ACT CERTIFICATION

FIELD DATES: 9/10/12 THRU 9/23/12

SHAW ENVIRONMENTAL & INFRASTRUCTURE, INC.

VALENTINO & ASSOCIATES, INC.
LAND SURVEYORS

REVISIONS

BOUNDARY, TOPOGRAPHIC & TREE SURVEY

1 OF 1

HAZARDOUS MATERIALS ASSESSMENT
VACANT CHURCH FACILITY
1332 METROPOLITAN PARKWAY SW
ATLANTA, GEORGIA

S&ME Project No. 1804-12-360

Prepared for:

Fulton County
Facility & Transportation Services Department
One Margaret Mitchell Square
6th Floor – Central Library
Atlanta, Georgia 30303

Prepared By:

S&ME

11420 Johns Creek Parkway
Duluth, Georgia 30097

November 14, 2012

November 14, 2012

Fulton County
Facility and Transportation Services Department
One Margaret Mitchell Square
6th Floor – Central Library
Atlanta, Georgia 30303

Attention: Mr. Al Collins

Reference: Hazardous Materials Assessment
Vacant Church Facility
1332 Metropolitan Parkway SW
Atlanta, Georgia
S&ME Project No. 1804-12-360

Dear Mr. Collins:

S&ME Inc. (S&ME) has completed a hazardous materials assessment at the above referenced Property on October 26, 2012. The attached report presents the findings of our hazardous materials assessment. The scope of work detailed in this report was performed in general accordance with S&ME Proposal No. AG4-12-256, dated September 18, 2012.

S&ME appreciates the opportunity to provide our environmental services for this project. Please contact us at your earliest convenience, if there are questions regarding the information contained in this report.

Sincerely,
S&ME, Inc.

Jennifer L. Clark
Project Manager

Peter J. Fleury, Jr.
Senior Project Manager

Reviewed by: Kenneth R. Warren, CIH

S&ME, INC. / 11420 Johns Creek Parkway / Duluth, GA 30097 / p 770.476.3555 f 770.476.0213 / www.smeinc.com

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1. EXECUTIVE SUMMARY

A hazardous materials assessment was conducted on October 26, 2012 at 1332 Metropolitan Parkway SW, Atlanta, Fulton County, Georgia (subject property) in which Fulton County ("client") is considering entering into a real estate transaction. The subject property consists of a three-story, vacant, church/office building with a basement.

It is S&ME's understanding, based on a conversation between Mr. J.R. Moore (Fulton County-General Department Services) and Mr. Patrick Baird (S&ME) on September 18, 2012, that Fulton County is considering purchase of the subject property. The purpose of this assessment was to investigate the vacant church located at 1332 Metropolitan Parkway SW, Atlanta, Fulton County, Georgia for the presence of asbestos containing materials (ACMs), lead-based paint, polychlorinated biphenyls (PCBs) and mercury to facilitate proposed future renovation or demolition activities at the subject property.

1.1 Asbestos

The asbestos assessment was performed by observing and sampling suspect ACMs associated with the subject property.

Significant destructive testing was not performed, therefore the possibility exists that suspect materials were not detected in inaccessible areas such as beneath existing flooring/wall materials, subfloors, or wall voids. It should be noted that samples were collected of materials suspected of containing asbestos and were collected down to the substrate. Some areas of the structure were not accessed because of unsafe conditions (structurally unsound). The elevator lobbies on the first and second floors were not inspected, nor was the northeast corner of the first floor. The roof was inaccessible was well. If additional suspect materials are encountered during demolition activities or other destructive actions, S&ME recommends stopping work that may impact the additional suspect ACMs and sample the suspect material for asbestos content.

A sampling strategy was developed to provide representative samples of accessible suspect ACMs. Bulk samples were then extracted from suspect ACMs, recorded on a chain of custody record, and submitted to EMSL Analytical, Inc. (EMSL) in Atlanta, Georgia. The laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), which is administered by the National Institute of Standards and Technology.

The suspect materials were analyzed by trained microscopists using (polarized light microscopy) PLM techniques coupled with dispersion staining in accordance with EPA Test Method Title 40 Code of Federal Regulations, Chapter I (1-1-87 edition), Part 763, Subpart F-APPENDIX A. This method identifies asbestos mineral fibers based on six optical characteristics: morphology, birefringence, refractive index, extinction angle, sign of elongation and dispersion staining colors. The laboratory analysis reports the specific type of asbestos identified (there are six asbestos minerals) and the percentage of asbestos present.

Ninety-three bulk samples of suspect ACM were collected and submitted for laboratory analysis by EPA Method 600/R-93/116. Based on laboratory analysis of the bulk samples collected from the above referenced structure, asbestos was detected in the following locations:

- 9” x 9” Black Floor Tile and Mastic– Located in the sanctuary, behind the pulpit. Approximately 300 square feet.
- 9” x 9” Pink Floor Tile – Located in the side stairwells. Approximately 2,000 square feet.
- 9” x 9” Brown Floor Tile – Located at the front entrance to the church and the front stairwells. Approximately 750 square feet.
- 9” x 9” Brown Floor Tile – Located in the rear hallway on the first floor. Approximately 800 square feet.
- Adhesive associated with the 12” x 12” Off-white Floor Tile – Located in the corner office of the basement. Approximately 110 square feet.
- 9” x 9” Brown Floor Tile and Black Mastic – Located in the basement. Approximately 550 square feet.
- Joint Compound – Located in the mechanical room in the basement. Approximately 200 square feet.
- 9” x 9” Tan Floor Tile – Located in the open space of the second floor. Approximately 1,000 square feet.
- 9” x 9” Black Floor Tile and Mastic – Located in the office on the second floor. Approximately 1,200 square feet.
- Built-up roofing and asphalt shingles were assumed to contain asbestos. The roof was inaccessible and structurally unstable.

1.2 Lead Based Paint

The assessment and test methods used to identify lead-based paints as part of this survey was limited to representative painted surfaces and not intended to meet the test methods described in the Housing and Urban Development (HUD), Guidelines for Evaluation and Control of Lead Based Paint Hazards in Housing, dated September 21, 2000. S&ME performed all tasks related to this lead-based paint survey, utilizing accredited Lead-Based Paint Inspectors trained in accordance with 40 CFR 745.226. Representative interior and exterior painted components were analyzed with an InnovX Systems XRF Lead Paint Analyzer (model #LBP4000 / serial #**8656**). The representative, suspect painted finishes were selected based on the color of the topcoat and the underlying paint layers and/or the substrate on which it was applied. The possibility exists that lead-based paint finishes are present in those inaccessible areas such as pipe chases, wall voids, etc. However, the Occupational Safety and Health Administration (OSHA) does not recognize a concentration of lead by weight for definition purposes, only the presence or absence of

lead. Therefore, workers disturbing surfaces coated with paint containing any detectable lead should be protected in accordance with OSHA 29 CFR 19126.62 during demolition.

In addition to the interior areas surveyed, exterior surfaces of the buildings were also surveyed. Painted surfaces with lead above the EPA level of 1.0 milligrams per square centimeter (mg/cm^2) were detected on the following interior and exterior surfaces:

Sanctuary/Narthex:

- Off-white paint on the plaster walls.
- Leaded glass window frames.
- White paint on copper ceiling.
- Off-white paint on metal walls of the balcony.

First Floor:

- White ceramic tile walls in the restroom.
- White ceramic tile floors in the restroom
- Off-white paint on wood window components.
- Off-white paint on wood door components.
- Beige paint on plaster walls of the day care room.

Basement:

- White paint on wood door components.
- Yellow paint on concrete walls.
- White paint on wood window components.
- Black paint of structural metal poles.
- Tan paint on wood door components.
- Off-white paint on wood window components.

Second Floor:

- White paint on wood door components.
- White paint on plaster walls in offices.
- White paint on wood window components.
- White paint on wood door components.
- Tan paint on wood window components.
- Tan paint on wood door components.
- Blue paint on wood window components.

Third floor:

- White paint on wood door components.
- Green paint on wood window components.
- White paint on metal wall covering.

Exterior:

- White paint on window components.

Destructive actions to paint finishes with any detectable amount of lead, which may create a lead exposure hazard (sanding, manual demolition, torch cutting, blasting etc.), require employee exposure monitoring, training, and worker protection, in accordance with OSHA (29 CFR 1926.62). The debris generated by renovation, painting or demolition activities is also regulated. Components coated with lead paint greater than 1.0 milligram per cubic meter (mg/cm^2) must be disposed in a Municipal Solid Waste or Subtitle D landfill as lead containing waste, or recycled if on a metal substrate. Accumulations of lead paint (chips, blasting debris, etc.) must be analyzed by Toxicity Characteristic Leachate Procedure (TCLP) to determine if the debris is classified as "hazardous waste" (greater than or equal to 5 mg/kg). Waste determined to be "hazardous" must be disposed in a Subtitle C landfill. At a minimum, lead paint accumulations (not classified as hazardous) must be disposed in a MSW or Subtitle D landfill.

1.3 Mercury

The two primary potential sources for mercury in buildings of this type are thermostats, which in older models may contain mercury switches, and fluorescent lamps. Thermostats were opened to observe for mercury switches and fluorescent lamps were counted. Testing for mercury in thermostats and fluorescent lamps was not performed; these items were presumed to contain mercury.

S&ME identified 190 fluorescent lamps nine (9) mercury thermostat switches within the subject property.

This summary is provided as a convenience to the reader and should not be relied upon without reading the full content of this report including appendices.

1.4 Polychlorinated Biphenyls

Ballasts manufactured after 1979 were required to be marked "no PCBs". Ballasts manufactured prior to 1979 having no markings were assumed to contain PCB inside the metal housing and potting compound.

Sampling ballasts makes the light fixture inoperable, and the cost of such sampling is high. Because of these factors, sampling was of light ballasts was not proposed, warranted, or performed as part of this investigation. Ballasts throughout the building are assumed to contain PCB.

S&ME identified 80 ballasts that were not marked "no PCBs" within the subject property.

2. BACKGROUND

S&ME conducted the hazardous materials assessment on October 26, 2012. At that time, the building was unoccupied. S&ME was contacted by Mr. JR Moore of Fulton County

to perform a hazardous materials assessment prior to the purchase of the building. The purpose of the survey is to identify ACM, lead-based paint, mercury and PCBs prior to a real-estate transaction involving the property. The identification of ACM, lead-based paint, mercury and PCBs will aid in the prevention of occupational exposures and/or environmental releases of airborne asbestos, lead or PCBs during future renovations and/or demolition.

2.1 Limitations

The resulting report is provided for the use of Fulton County- General Services Department. Use of this report by any third parties will be at such party's sole risk except when granted under written permission by S&ME. Any such authorized use or reliance by third parties will be subject to the same Agreement, under which the work was conducted for Fulton County- General Services Department.

S&ME performed the services in accordance with generally accepted practices of reputable environmental consultants undertaking similar studies at the same time and in the same geographical area. S&ME has endeavored to meet this standard of care. No other warranty, expressed or implied, is intended or made with respect to this report or S&ME's services. Users of this report should consider the scope and limitations related to these services when developing opinions as to risks associated with the site.

The results presented in this report are indicative of conditions only during the time of the survey and of the specific areas referenced. The information provided in this survey report should not be used as a bidding document, and field conditions should be verified.

3. INVESTIGATIVE PROCEDURES

3.1 Asbestos Survey

S&ME completed the Asbestos Survey on October 26, 2012. The asbestos assessment was performed by observing and sampling suspect ACMs associated with the subject property. Ninety-three bulk samples were collected and analyzed for asbestos by Polarized Light Microscopy (PLM).

Significant destructive testing was not performed, therefore the possibility exists that suspect materials were not detected in inaccessible areas such as beneath existing flooring/wall materials, subfloors, or wall voids. It should be noted that samples were collected of visible materials and were collected down to the substrate. Some areas of the building were not accessed due to unsafe conditions (structurally unsound). The elevator lobbies on the first and second floors were not inspected, nor was the northeast corner of the first floor. The roof was inaccessible was well. If suspect materials are encountered during demolition activities or other destructive actions, S&ME recommends stopping work that may impact the additional suspect ACMs and sample the suspect material for asbestos content.

A sampling strategy was developed to provide representative samples of accessible suspect ACMs. Bulk samples were then extracted from suspect ACMs, recorded on a chain of custody record, and submitted to EMSL Analytical, Inc. (EMSL) in Atlanta, Georgia. The laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), which is administered by the National Institute of Standards and Technology.

The suspect materials were analyzed by trained microscopists using (polarized light microscopy) PLM techniques coupled with dispersion staining in accordance with EPA Test Method Title 40 Code of Federal Regulations, Chapter I (1-1-87 edition), Part 763, Subpart F-APPENDIX A. This method identifies asbestos mineral fibers based on six optical characteristics: morphology, birefringence, refractive index, extinction angle, sign of elongation and dispersion staining colors. The laboratory analysis reports the specific type of asbestos identified (there are six asbestos minerals) and the percentage of asbestos present.

When PLM analysis reports asbestos concentrations between “trace” and 10% asbestos, the client has the option to analyze the sample further by point count analysis to better quantify the asbestos content. The alternative is to treat the material as “asbestos-containing.” Materials having results of point count less than 1% are considered to be non-asbestos.

3.2 Lead-Based Paint Survey

S&ME completed the Limited Lead-based Paint Survey on October 26, 2012. The survey was conducted using a Thermo Niton (Xli/p 300 Lead Paint Series Analyzer. The XRF was calibrated prior to use and operated in general conformance with the manufacturer’s instructions. Structures describe surfaces such as ceilings, walls, doors, windows and door casings, etc. Substrates are described as drywall, concrete, and wood. In general walls, window components, door and door casing were tested in each of the applicable room equivalents. The measurements of lead content were collected and recorded by the instrument.

EPA defines lead-based paint as those paints in “child occupied” facilities containing lead in concentrations over 1.0 milligrams per square centimeter (mg/cm^2) by XRF. OSHA does not recognize a concentration of lead by weight for definition purposes, only the presence or absence of lead. Therefore, workers disturbing surfaces coated with paint containing any detectable lead should be protected in accordance with OSHA 29 CFR 19126.62. The current OSHA regulations recognize an airborne action level of thirty micrograms per cubic meter (30 $\mu g/m^3$) during an eight-hour day and a permissible exposure level of fifty micrograms per cubic meter (50 $\mu g/m^3$).

The test procedures generally followed the HUD testing protocol recommended by the EPA. Each exterior wall was labeled “A” through “D” in a clockwise direction starting with the front or main entrance being side “A”. Each unit was delineated into room equivalents. A room equivalent is a four walled room or functional space. Each wall of

each room equivalent is labeled "A" through "D" in a consistent manner as the exterior walls. XRF field notes are included in Appendix III.

3.3 Mercury

The two primary potential sources for mercury in buildings of this type are thermostats, which in older models may contain mercury switches, and fluorescent lamps. Thermostats were opened to observe for mercury switches and fluorescent lamps were counted. Testing for mercury in thermostats and fluorescent lamps was not performed; these items are presumed to contain mercury.

3.4 Polychlorinated Biphenyls

Ballasts manufactured after 1979 were required to be marked "no PCBs". Ballasts manufactured prior to 1979 having no markings and were assumed to contain PCB inside the metal housing and potting compound.

Sampling ballasts makes the light fixture inoperable, and the cost of such sampling is high. Because of these factors, sampling was of light ballasts was not proposed, warranted, or performed as part of this investigation. Ballasts throughout the building are assumed to contain PCB unless marked "no PCBs".

4. FINDINGS/RESULTS

4.1 Asbestos Analysis

The EPA and Georgia EPD define materials as asbestos containing if an asbestos content >1% is detected in a representative sample.

Asbestos in concentrations greater than one percent (>1%), was identified in limited suspect materials associated with the vacant church. Please see the bulk sample log in **Appendix I** for reference to the general locations where each sample was collected. The following ACMs were identified during the October 26, 2012 asbestos assessment:

- 9" x 9" Black Floor Tile and Mastic– Located in the sanctuary, behind the pulpit. Approximately 300 square feet.
- 9" x 9" Pink Floor Tile – Located in the side stairwells. Approximately 2,000 square feet.
- 9" x 9" Brown Floor Tile – Located at the front entrance to the church and the front stairwells. Approximately 750 square feet.
- 9" x 9" Brown Floor Tile – Located in the rear hallway on the first floor. Approximately 800 square feet.

- Adhesive associated with the 12” x 12” Off-white Floor Tile – Located in the corner office of the basement. Approximately 110 square feet.
- 9” x 9” Brown Floor Tile and Black Mastic – Located in the basement. Approximately 550 square feet.
- Joint Compound – Located in the mechanical room in the basement. Approximately 200 square feet.
- 9” x 9” Tan Floor Tile – Located in the open space of the second floor. Approximately 1,000 square feet.
- 9” x 9” Black Floor Tile and Mastic – Located in the office on the second floor. Approximately 1,200 square feet.
- Built-up roofing and asphalt shingles were assumed to contain asbestos. The roof was inaccessible and structurally unstable.

Asbestos analytical results and chain-of-custody forms are included in Appendix II.

ACMs are categorized as being either friable or non-friable. Friable ACMs are those materials that can be easily crumbled, pulverized, or otherwise broken up using hand or finger pressure when dry, and are materials considered more likely to produce airborne asbestos fibers. Non-friable ACM are materials that do not meet the above test, and are considered less likely to produce airborne asbestos fibers. Not all ACMs are regulated under NESHAP. Regulated ACM (RACM) means (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of regulated demolition or renovation operations.

The EPA requires that RACM be removed from facilities scheduled for demolition or renovation before any activity begins that would break up, dislodge, or similarly disturb the materials or preclude access to the materials for subsequent removal. Category I non-friable ACMs that are in good condition do not have to be removed prior to demolition of a facility. However, it is unlikely that Category I non-friable ACMs will not become friable during renovation or demolition. Likewise, Category II non-friable ACMs that have a high probability of becoming friable during the course of renovation or demolition are regulated as RACM. If Category I non-friable ACM is left in place during demolition, subsequent demolition debris will have to be segregated and disposed of as ACM.

4.2 Lead based Paint Analysis

The Environmental Protection Agency (EPA) has developed a standard for lead-based paint of 1.0 milligrams per square centimeter (mg/cm^2). Painted surfaces with lead above the EPA level of 1.0 mg/cm^2 were detected in the following locations.

Sanctuary/Narthex:

- Off-white paint on the plaster walls.
- Leaded glass window frames.
- White paint on copper ceiling.
- Off-white paint on metal walls of the balcony.

First Floor:

- White ceramic tile walls in the restroom.
- White ceramic tile floors in the restroom
- Off-white paint on wood window components.
- Off-white paint on wood door components.
- Beige paint on plaster walls of the day care room.

Basement:

- White paint on wood door components.
- Yellow paint on concrete walls.
- White paint on wood window components.
- Black paint of structural metal poles.
- Tan paint on wood door components.
- Off-white paint on wood window components.

Second Floor:

- White paint on wood door components.
- White paint on plaster walls in offices.
- White paint on wood window components.
- White paint on wood door components.
- Tan paint on wood window components.
- Tan paint on wood door components.
- Blue paint on wood window components.

Third floor:

- White paint on wood door components.
- Green paint on wood window components.
- White paint on metal wall covering.

Exterior:

- White paint on window components.

4.3 Mercury

S&ME identified 190 fluorescent lamps nine (9) mercury thermostat switches within the subject property.

4.4 Polychlorinated Biphenyls

S&ME identified 80 ballasts that were not marked "no PCBs" within the subject property.

5. CONCLUSIONS/RECOMMENDATIONS

5.1 Asbestos

The asbestos assessment conducted at 1332 Metropolitan Parkway SW, Atlanta, Georgia, identified ACMs per Georgia EPD and EPA regulations.

Removal of all identified ACMs is required by State and Federal regulations prior to destructive actions which may disturb asbestos containing materials. We recommend proper removal and disposal of all identified asbestos containing materials, by a Georgia EPD licensed asbestos contractor, prior to any destructive activities which may disturb the materials.

A copy of this report should be submitted to the Georgia EPD, along with a separate asbestos notification, 10 business days prior to any destructive actions. This report should also be provided to the contractor(s) to assist with compliance with applicable State and Federal regulations.

5.2 Lead-based Paint

Painted surfaces with lead above the EPA level of 1.0 mg/cm^2 were detected on the interior and exterior components of the vacant church property. Most of the other surfaces tested contained detectable levels of lead.

Destructive actions to paint finishes with any detectable amount of lead, which may create a lead exposure hazard (sanding, manual demolition, torch cutting, blasting etc.), require employee exposure monitoring, training, and worker protection, in accordance with OSHA (29 CFR 1926.62). The debris generated by renovation, painting or demolition activities is also regulated.

Components coated with lead paint greater than 1.0 mg/cm^2 should be segregated and must be disposed in a Municipal Solid Waste (MSW) or Subtitle D landfill as lead containing waste, or recycled if on a metal substrate. Accumulations of lead paint (chips, blasting debris, etc.) must be analyzed by TCLP to determine if the debris is classified as "hazardous waste" (greater than or equal to 5 mg/kg). Waste determined to be "hazardous" must be disposed in a Subtitle C landfill. At a minimum, lead paint accumulations (classified as non-hazardous) must be disposed in a MSW or Subtitle D landfill.

5.1 Mercury and Polychlorinated Biphenyls

Fluorescent lamps should be considered mercury-containing wastes, which are regulated under the Universal Waste rules. As with fluorescent tubes, the presumed PCB-containing ballasts may also be recycled to avoid hazardous waste management requirements. The same recycling facilities often handle both ballasts and fluorescent tubes

Many companies choose to recycle lamps as this reduces complications under the hazardous waste rules and can simplify handling and documentation. Under the recycling standards, waste fluorescent lamps must be:

1. Recycled (NOT disposed of) at an authorized recycling facility.
2. Handled in a manner that prevents breakage prior to recycling.
3. Containerized and labeled as “Waste Mercury Containing Lamps” or “Used Mercury Containing Lamps” or “PCB Containing Ballasts”.
4. Removed from the location where generated within one year of accumulation start date.
5. Shipped in accordance with DOT shipping requirements.
6. Broken bulbs must be completely cleaned up and residues must be containerized.
7. Persons handling waste lamps must be trained in how to manage them in accordance with the regulations.

The services of a recycling facility can be retained prior to scheduling demolition. The recycling facility will typically provide containers and instructions for packaging and shipment of the materials.

APPENDIX I

SUMMARY OF ASBESTOS BULK SAMPLE PLM ANALYSIS

Table 1
Summary of Asbestos Bulk Sample Analysis

Polarized Light Microscopy - EPA 600/R-93/116						
Sample Number	Location	Material	[1]Approx. Quantity	Asbestos Type	[2]Percent	NESHAP Classification
FT1	Sanctuary - behind pulpit	9" x 9" Black Floor Tile	300 SF	Chrysotile	10%	Cat I - Non-Friable
		Black Mastic		Chrysotile	<1%	Cat I - Non-Friable
FT2	Sanctuary - behind pulpit	9" x 9" Black Floor Tile		Chrysotile	10%	Cat I - Non-Friable
		Black Mastic		Chrysotile	<1%	Cat I - Non-Friable
CT1	Sanctuary	2' x 4' Fissured Ceiling Tile	NA	ND	NA	NA
CT2	Sanctuary	2' x 4' Fissured Ceiling Tile	NA	ND	NA	NA
WP1	Sanctuary	Hard Wall Plaster	NA	ND	NA	NA
WP2	Sanctuary	Hard Wall Plaster	NA	ND	NA	NA
CT3	Sanctuary	12" x 12" Pinhole Ceiling Tile	NA	ND	NA	NA
CT4	Sanctuary	12" x 12" Pinhole Ceiling Tile	NA	ND	NA	NA
FT3	Stairwell	9" x 9" Pink Floor Tile	2,000 SF	Chrysotile	5%	Cat I - Non-Friable
		Felt/Black Mastic		ND	NA	NA
FT4	Stairwell	9" x 9" Pink Floor Tile		Chrysotile	10%	Cat I - Non-Friable
		Felt/Black Mastic		ND	NA	NA
FT5	Front Stairwell	9" x 9" Brown Floor Tile	650 SF	Chrysotile	2%	Cat I - Non-Friable
		Felt/Black Mastic		ND	NA	NA
FT6	Front Entry to Church	9" x 9" Brown Floor Tile	400 SF	Chrysotile	2%	Cat I - Non-Friable
		Felt/Black Mastic		ND	NA	NA
MISC1	Choir Room	Brown Ceiling Tile Glue	NA	ND	NA	NA
MISC2	Choir Room	Brown Ceiling Tile Glue	NA	ND	NA	NA
MISC3	Sanctuary - above 12" Ceiling Tile	Black Barrier Paper	NA	ND	NA	NA
MISC4	Sanctuary - above 12" Ceiling Tile	Black Barrier Paper	NA	ND	NA	NA
WB1	1st Floor - Side Stairwell	Wallboard	NA	ND	NA	NA
		Joint Compound	NA	ND	NA	NA
WB2	1st Floor - Side Stairwell	Wallboard	NA	ND	NA	NA
		Joint Compound	NA	ND	NA	NA
FT7	1st Floor - Rear Hallway	9" x 9" Brown Floor Tile	800 SF	Chrysotile	8%	Cat I - Non-Friable
		Black Mastic		ND	NA	NA
FT8	1st Floor - Rear Hallway	9" x 9" Brown Floor Tile		Chrysotile	8%	Cat I - Non-Friable
		Black Mastic		ND	NA	NA
CT5	1st Floor - Restroom	12" x 12" Fissured Ceiling Tile	NA	ND	NA	NA
CT6	1st Floor - Restroom	12" x 12" Fissured Ceiling Tile	NA	ND	NA	NA
AC1	1st Floor - Rear Offices	Spray Applied Acoustic	NA	ND	NA	NA
AC2	1st Floor - Rear Offices	Spray Applied Acoustic	NA	ND	NA	NA
AC3	1st Floor - Rear Offices	Spray Applied Acoustic	NA	ND	NA	NA

Table 1
Summary of Asbestos Bulk Sample Analysis

Polarized Light Microscopy - EPA 600/R-93/116						
Sample Number	Location	Material	[1]Approx. Quantity	Asbestos Type	[2]Percent	NESHAP Classification
FT9	Basement	12" x 12" Tan Floor Tile	NA	ND	NA	NA
		Black Mastic	NA	ND	NA	NA
FT10	Basement	12" x 12" Tan Floor Tile	NA	ND	NA	NA
		Black Mastic	NA	ND	NA	NA
FT11	Basement - Corner Office	12" x 12" Off-white Floor Tile	110 SF	ND	NA	NA
		Adhesive		Chrysotile	5%	Cat I - Non-Friable
FT12	Basement - Corner Office	12" x 12" Off-white Floor Tile		ND	NA	NA
		Adhesive		Chrysotile	3%	Cat I - Non-Friable
FT13	Basement	9" x 9" Brown Floor Tile	550 SF	Chrysotile	8%	Cat I - Non-Friable
		Black Mastic		Chrysotile	5%	Cat I - Non-Friable
FT14	Basement	9" x 9" Brown Floor Tile		Chrysotile	8%	Cat I - Non-Friable
		Black Mastic		Chrysotile	5%	Cat I - Non-Friable
WP3	Basement	Hard Wall Plaster	NA	ND	NA	NA
WP4	Basement	Hard Wall Plaster	NA	ND	NA	NA
WP5	Basement	Hard Wall Plaster	NA	ND	NA	NA
WB3	Basement - Mechanical Room	Wallboard	200 SF	ND	NA	NA
		Joint Compound		Chrysotile	3%	Cat II - Non-Friable/RACM
WB4	Basement - Mechanical Room	Wallboard		ND	NA	NA
		Joint Compound		Chrysotile	3%	Cat II - Non-Friable/RACM
WB5	Basement - Mechanical Room	Wallboard		ND	NA	NA
		Joint Compound		Chrysotile	3%	Cat II - Non-Friable/RACM
FT15	2nd Floor - Open Space	9" x 9" Tan Floor Tile	1,000 SF	Chrysotile	10%	Cat I - Non-Friable
		Felt/Black Mastic		ND	NA	NA
FT16	2nd Floor - Open Space	9" x 9" Tan Floor Tile		Chrysotile	10%	Cat I - Non-Friable
		Felt/Black Mastic		Chrysotile	<1%	Cat I - Non-Friable
FT17	2nd Floor - Offices	9" x 9" Black Floor Tile	1,200 SF	Chrysotile	10%	Cat I - Non-Friable
		Black Mastic		Chrysotile	<1%	Cat I - Non-Friable
FT18	2nd Floor - Offices	9" x 9" Black Floor Tile		Chrysotile	10%	Cat I - Non-Friable
		Black Mastic		ND	NA	NA
WB6	2nd Floor - Open Space	Wallboard	NA	ND	NA	NA
		Joint Compound	NA	ND	NA	NA
WB7	2nd Floor - Open Space	Wallboard	NA	ND	NA	NA
		Joint Compound	NA	ND	NA	NA
WB8	2nd Floor - Restroom	Wallboard	NA	ND	NA	NA
		Joint Compound	NA	ND	NA	NA
WP6	2nd Floor - Celing	Hard Wall Plaster	NA	ND	NA	NA
WP7	2nd Floor - Interior Wall	Hard Wall Plaster	NA	ND	NA	NA
WP8	2nd Floor - Perimeter Wall	Hard Wall Plaster	NA	ND	NA	NA

Table 1
Summary of Asbestos Bulk Sample Analysis

Polarized Light Microscopy - EPA 600/R-93/116						
Sample Number	**Location**	**Material**	**[1]Approx. Quantity**	**Asbestos Type**	**[2]Percent**	**NESHAP Classification**
MISC5	Attic	Black Barrier Paper	NA	ND	NA	NA
MISC6	Attic	Black Barrier Paper	NA	ND	NA	NA
FT19	3rd Floor	12" x 12" Off-white Floor Tile	NA	ND	NA	NA
		Felt/Black Mastic	NA	ND	NA	NA
FT20	3rd Floor	12" x 12" Off-white Floor Tile	NA	ND	NA	NA
		Felt/Black Mastic	NA	ND	NA	NA
WB9	3rd Floor	Wallboard	NA	ND	NA	NA
		Joint Compound	NA	ND	NA	NA
WB10	3rd Floor	Wallboard	NA	ND	NA	NA
		Joint Compound	NA	ND	NA	NA

Notes:

SF = square feet ND = No Asbestos Detected

LF = linear feet NA = Not Applicable

Red Highlighted = Asbestos detected >1% in concentration or assumed asbestos containing material.

[1]Note: The quantities are estimated, and should not be used for bidding purposes, as field conditions should be verified.

[2]Note: The EPA, Georgia EPD, and OSHA defines a material as asbestos containing if an asbestos content greater than one percent (>1%) is detected in a representative sample.

APPENDIX II

ASBESTOS BULK SAMPLE LABORATORY ANALYSIS AND CHAIN-OF-CUSTODY RECORD

EMSL Analytical, Inc
1800 Water Place, Suite 228, Atlanta, GA 30339
Phone/Fax: (770) 956-9150 / (770) 956-9181
http://www.emsl.com atlantalab@emsl.com

EMSL Order:	071206012
CustomerID:	ATLA59
CustomerPO:	
ProjectID:	

Attn: **Jennifer Clark**
S&ME
11420 Johns Creek Parkway

Duluth, GA 30097

Project: **1804-12-360**

Phone:	(770) 476-3555
Fax:	(770) 476-8930
Received:	10/29/12 12:22 PM
Analysis Date:	10/31/2012
Collected:	10/26/2012

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

			Non-Asbestos				Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**%**	**Type**
FT1-Floor Tile *071206012-0001*	9x9 Black & Black Mastic	Black Non-Fibrous Homogeneous			90%	Non-fibrous (other)	**10%**	**Chrysotile**
FT1-Mastic *071206012-0001A*	9x9 Black & Black Mastic	Black Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**<1%**	**Chrysotile**
FT2-Floor Tile *071206012-0002*	9x9 Black & Black Mastic	Black Non-Fibrous Homogeneous			90%	Non-fibrous (other)	**10%**	**Chrysotile**
FT2-Mastic *071206012-0002A*	9x9 Black & Black Mastic	Black Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**<1%**	**Chrysotile**
CT1 *071206012-0003*	2x4 Fissured Ceiling Tile	Various Fibrous Heterogeneous	40% 15%	Cellulose Glass	45%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
CT2 *071206012-0004*	2x4 Fissured Ceiling Tile	Various Fibrous Heterogeneous	40% 15%	Cellulose Glass	45%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
WP1-Texture *071206012-0005*	Hard Wall Plaster	Various Non-Fibrous Heterogeneous			100%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					

Analyst(s)

Thomas Michel (53)
Victoria Panariello (40)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc Atlanta, GA NVLAP Lab Code 101048-1

Initial report from 10/31/2012 09:21:29

EMSL Analytical, Inc
1800 Water Place, Suite 228, Atlanta, GA 30339
Phone/Fax: (770) 956-9150 / (770) 956-9181
http://www.emsl.com atlantalab@emsl.com

EMSL Order:	071206012
CustomerID:	ATLA59
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ProjectID:	

Attn: **Jennifer Clark**
S&ME
11420 Johns Creek Parkway

Duluth, GA 30097

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Fax:	(770) 476-8930
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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

			Non-Asbestos				Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**%**	**Type**
WP1-Base Coat *071206012-0005A*	Hard Wall Plaster	Brown Non-Fibrous Homogeneous	<1%	Hair	100%	Non-fibrous (other)		**None Detected**
WP2 *071206012-0006*	Hard Wall Plaster	Brown Non-Fibrous Homogeneous	<1%	Hair	100%	Non-fibrous (other)		**None Detected**
CT3 *071206012-0007*	12x12 Pinhole Ceiling Tile	Various Fibrous Heterogeneous	75%	Cellulose	25%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
CT4 *071206012-0008*	12x12 Pinhole Ceiling Tile	Various Fibrous Heterogeneous	75%	Cellulose	25%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
FT3-Floor Tile *071206012-0009*	9x9 Pink Floor Tile & Black Mastic	Various Non-Fibrous Homogeneous			95%	Non-fibrous (other)	**5%**	**Chrysotile**
FT3-Felt/Mastic *071206012-0009A*	9x9 Pink Floor Tile & Black Mastic	Various Fibrous Heterogeneous	55%	Cellulose	45%	Non-fibrous (other)		**None Detected**
FT4-Floor Tile *071206012-0010*	9x9 Pink Floor Tile & Black Mastic	Various Non-Fibrous Homogeneous			90%	Non-fibrous (other)	**10%**	**Chrysotile**
FT4-Felt/Mastic *071206012-0010A*	9x9 Pink Floor Tile & Black Mastic	Black Fibrous Homogeneous	55%	Cellulose	45%	Non-fibrous (other)		**None Detected**

Analyst(s)

Thomas Michel (53)
Victoria Panariello (40)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc Atlanta, GA NVLAP Lab Code 101048-1

Initial report from 10/31/2012 09:21:29

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			Non-Asbestos				Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**%**	**Type**
FT5-Floor Tile *071206012-0011*	9x9 Brown Floor Tile & Black Mastic	Brown Non-Fibrous Homogeneous			98%	Non-fibrous (other)	**2%**	**Chrysotile**
FT5-Felt/Mastic *071206012-0011A*	9x9 Brown Floor Tile & Black Mastic	Various Fibrous Heterogeneous	60%	Cellulose	40%	Non-fibrous (other)		**None Detected**
FT6-Floor Tile *071206012-0012*	9x9 Brown Floor Tile & Black Mastic	Brown Non-Fibrous Homogeneous			98%	Non-fibrous (other)	**2%**	**Chrysotile**
FT6-Felt/Mastic *071206012-0012A*	9x9 Brown Floor Tile & Black Mastic	Black Fibrous Heterogeneous	60%	Cellulose	40%	Non-fibrous (other)		**None Detected**
MISC1 *071206012-0013*	Brown Glue Dots	Various Non-Fibrous Heterogeneous	2%	Cellulose	98%	Non-fibrous (other)		**None Detected**
			Result includes a small amount of inseparable attached material					
MISC2 *071206012-0014*	Brown Glue Dots	Various Fibrous Heterogeneous	5%	Cellulose	95%	Non-fibrous (other)		**None Detected**
			Result includes a small amount of inseparable attached material					
MISC3 *071206012-0015*	Black Barrier Paper	Various Fibrous Heterogeneous	75%	Cellulose	25%	Non-fibrous (other)		**None Detected**
MISC4 *071206012-0016*	Black Barrier Paper	Various Fibrous Heterogeneous	75%	Cellulose	25%	Non-fibrous (other)		**None Detected**

Analyst(s)

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Victoria Panariello (40)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Atlanta, GA NVLAP Lab Code 101048-1

Initial report from 10/31/2012 09:21:29

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EMSL Order:	071206012
CustomerID:	ATLA59
CustomerPO:	
ProjectID:	

Attn: **Jennifer Clark**
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Duluth, GA 30097

Project: **1804-12-360**

Phone:	(770) 476-3555
Fax:	(770) 476-8930
Received:	10/29/12 12:22 PM
Analysis Date:	10/31/2012
Collected:	10/26/2012

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos %	Fibrous	Non-Asbestos %	Non-Fibrous	Asbestos %	Type
WB1-Joint Compound *071206012-0017*	Wallboard System	White Non-Fibrous Heterogeneous			100%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
WB1-Drywall *071206012-0017A*	Wallboard System	Various Fibrous Heterogeneous	10%	Cellulose	90%	Non-fibrous (other)		**None Detected**
WB2-Joint Compound *071206012-0018*	Wallboard System	White Non-Fibrous Homogeneous			100%	Non-fibrous (other)		**None Detected**
WB2-Drywall *071206012-0018A*	Wallboard System	Various Fibrous Heterogeneous	10%	Cellulose	90%	Non-fibrous (other)		**None Detected**
FT7-Floor Tile *071206012-0019*	9x9 Brown Floor Tile & Black Mastic	Brown Non-Fibrous Homogeneous			92%	Non-fibrous (other)	**8%**	**Chrysotile**
FT7-Mastic 1 *071206012-0019A*	9x9 Brown Floor Tile & Black Mastic	Black Non-Fibrous Homogeneous	4%	Cellulose	96%	Non-fibrous (other)		**None Detected**
FT7-Mastic 2 *071206012-0019B*	9x9 Brown Floor Tile & Black Mastic	Yellow Non-Fibrous Heterogeneous	2%	Cellulose	98%	Non-fibrous (other)		**None Detected**
			Result includes a small amount of inseparable attached material					

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			Non-Asbestos				Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**%**	**Type**
FT8-Floor Tile *071206012-0020*	9x9 Brown Floor Tile & Black Mastic	Brown Non-Fibrous Homogeneous			92%	Non-fibrous (other)	**8%**	**Chrysotile**
FT8-Mastic 1 *071206012-0020A*	9x9 Brown Floor Tile & Black Mastic	Black Non-Fibrous Homogeneous	4%	Cellulose	96%	Non-fibrous (other)		**None Detected**
FT8-Mastic 2 *071206012-0020B*	9x9 Brown Floor Tile & Black Mastic	Yellow Non-Fibrous Homogeneous	2%	Cellulose	98%	Non-fibrous (other)		**None Detected**
CT5 *071206012-0021*	12x12 Fissured Ceiling Tile	Various Fibrous Heterogeneous	80%	Cellulose	20%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
CT6 *071206012-0022*	12x12 Fissured Ceiling Tile	Various Fibrous Heterogeneous	80%	Cellulose	20%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
AC1 *071206012-0023*	Spray Applied Acoustic Ceiling	White Non-Fibrous Heterogeneous			100%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
AC2 *071206012-0024*	Spray Applied Acoustic Ceiling	White Non-Fibrous Heterogeneous			100%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
AC3 *071206012-0025*	Spray Applied Acoustic Ceiling	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	**None Detected**
			Inseparable paint / coating layer included in analysis		
FT9-Floor Tile *071206012-0026*	12x12 Tan Floor Tile & Black Mastic	Pink Non-Fibrous Homogeneous		100% Non-fibrous (other)	**None Detected**
FT9-Mastic *071206012-0026A*	12x12 Tan Floor Tile & Black Mastic	Black Non-Fibrous Homogeneous	7% Cellulose	93% Non-fibrous (other)	**None Detected**
FT10-Floor Tile *071206012-0027*	12x12 Tan Floor Tile & Black Mastic	Pink Non-Fibrous Homogeneous		100% Non-fibrous (other)	**None Detected**
FT10-Mastic *071206012-0027A*	12x12 Tan Floor Tile & Black Mastic	Black Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)	**None Detected**
FT11-Floor Tile *071206012-0028*	12x12 Off White Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	**None Detected**
FT11-Mastic *071206012-0028A*	12x12 Off White Floor Tile	Various Non-Fibrous Heterogeneous		95% Non-fibrous (other)	**5% Chrysotile**
FT12-Floor Tile *071206012-0029*	12x12 Off White Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	**None Detected**

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

			Non-Asbestos				Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**%**	**Type**
FT12-Mastic *071206012-0029A*	12x12 Off White Floor Tile	Various Non-Fibrous Heterogeneous			97%	Non-fibrous (other)	**3%**	**Chrysotile**
FT13-Floor Tile *071206012-0030*	9x9 Brown Floor Tile & Black Mastic	Brown Non-Fibrous Homogeneous			92%	Non-fibrous (other)	**8%**	**Chrysotile**
FT13-Mastic *071206012-0030A*	9x9 Brown Floor Tile & Black Mastic	Black Non-Fibrous Homogeneous			95%	Non-fibrous (other)	**5%**	**Chrysotile**
FT14-Floor Tile *071206012-0031*	9x9 Brown Floor Tile & Black Mastic	Brown Non-Fibrous Homogeneous			92%	Non-fibrous (other)	**8%**	**Chrysotile**
FT14-Mastic *071206012-0031A*	9x9 Brown Floor Tile & Black Mastic	Black Non-Fibrous Homogeneous			95%	Non-fibrous (other)	**5%**	**Chrysotile**
WP3-Skim Coat *071206012-0032*	Hard Wall Plaster	Various Non-Fibrous Heterogeneous			100%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
WP3-Base Coat *071206012-0032A*	Hard Wall Plaster	Brown Non-Fibrous Homogeneous	<1%	Hair	100%	Non-fibrous (other)		**None Detected**
WP4-Skim Coat *071206012-0033*	Hard Wall Plaster	Various Non-Fibrous Heterogeneous			100%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					

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Victoria Panariello, Asbestos Lab Manager
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Duluth, GA 30097

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

			Non-Asbestos				Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**%**	**Type**
WP4-Base Coat *071206012-0033A*	Hard Wall Plaster	Brown Non-Fibrous Homogeneous	<1%	Hair	100%	Non-fibrous (other)		**None Detected**
WP5-Base Coat Only *071206012-0034*	Hard Wall Plaster	Brown Fibrous Homogeneous	<1%	Hair	100%	Non-fibrous (other)		**None Detected**
WB3-Joint Compound *071206012-0035*	Wallboard System	Tan Non-Fibrous Heterogeneous			97%	Non-fibrous (other)	**3%**	**Chrysotile**
			Inseparable paint / coating layer included in analysis					
WB3-Drywall *071206012-0035A*	Wallboard System	Various Fibrous Heterogeneous	10%	Cellulose	90%	Non-fibrous (other)		**None Detected**
WB4-Joint Compound *071206012-0036*	Wallboard System	Various Non-Fibrous Heterogeneous			97%	Non-fibrous (other)	**3%**	**Chrysotile**
WB4-Drywall *071206012-0036A*	Wallboard System	Various Fibrous Heterogeneous	10%	Cellulose	90%	Non-fibrous (other)		**None Detected**
WB5-Joint Compound *071206012-0037*	Wallboard System	Tan Non-Fibrous Heterogeneous			97%	Non-fibrous (other)	**3%**	**Chrysotile**

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			Non-Asbestos				Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**%**	**Type**
WB5-Drywall *071206012-0037A*	Wallboard System	Various Fibrous Heterogeneous	10%	Cellulose	90%	Non-fibrous (other)		**None Detected**
FT15-Floor Tile *071206012-0038*	9x9 Tan Floor Tile & Black Mastic	Black Non-Fibrous Homogeneous			90%	Non-fibrous (other)	**10%**	**Chrysotile**
FT15-Felt/Mastic *071206012-0038A*	9x9 Tan Floor Tile & Black Mastic	Black Fibrous Heterogeneous	70%	Cellulose	30%	Non-fibrous (other)		**None Detected**
FT15-Mastic *071206012-0038B*	9x9 Tan Floor Tile & Black Mastic	Yellow Non-Fibrous Homogeneous	3%	Cellulose	97%	Non-fibrous (other)		**None Detected**
FT16-Floor Tile *071206012-0039*	9x9 Tan Floor Tile & Black Mastic	Brown Non-Fibrous Homogeneous			90%	Non-fibrous (other)	**10%**	**Chrysotile**
FT16-Felt/Mastic *071206012-0039A*	9x9 Tan Floor Tile & Black Mastic	Black Fibrous Heterogeneous	70%	Cellulose	30%	Non-fibrous (other)	**<1%**	**Chrysotile**
FT16-Mastic *071206012-0039B*	9x9 Tan Floor Tile & Black Mastic	Yellow Non-Fibrous Homogeneous	3%	Cellulose	97%	Non-fibrous (other)		**None Detected**
FT17-Floor Tile *071206012-0040*	9x9 Black Floor Tile & Black Mastic	Black Non-Fibrous Homogeneous			90%	Non-fibrous (other)	**10%**	**Chrysotile**

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			Non-Asbestos				Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**%**	**Type**
FT17-Mastic *071206012-0040A*	9x9 Black Floor Tile & Black Mastic	Black Non-Fibrous Homogeneous	2%	Cellulose	98%	Non-fibrous (other)	**<1%**	**Chrysotile**
FT18 *071206012-0041*	9x9 Black Floor Tile & Black Mastic	Black Non-Fibrous Homogeneous			90%	Non-fibrous (other)	**10%**	**Chrysotile**
WB6-Joint Compound *071206012-0042*	Wallboard System	Various Non-Fibrous Heterogeneous			100%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
WB6-Drywall *071206012-0042A*	Wallboard System	Various Fibrous Heterogeneous	10%	Cellulose	90%	Non-fibrous (other)		**None Detected**
WB7-Joint Compound *071206012-0043*	Wallboard System	Various Non-Fibrous Heterogeneous			100%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					
WB7-Drywall *071206012-0043A*	Wallboard System	Various Fibrous Heterogeneous	10%	Cellulose	90%	Non-fibrous (other)		**None Detected**
WB8-Joint Compound *071206012-0044*	Wallboard System	White Non-Fibrous Heterogeneous			100%	Non-fibrous (other)		**None Detected**
			Inseparable paint / coating layer included in analysis					

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			Non-Asbestos				Asbestos
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**% Type**
WB8-Drywall *071206012-0044A*	Wallboard System	Various Fibrous Heterogeneous	10% <1%	Cellulose Glass	90%	Non-fibrous (other)	**None Detected**
			Inseparable paint / coating layer included in analysis				
WP6-Skim Coat *071206012-0045*	Hard Wall Plaster	Various Non-Fibrous Heterogeneous			100%	Non-fibrous (other)	**None Detected**
			Inseparable paint / coating layer included in analysis				
WP6-Base Coat *071206012-0045A*	Hard Wall Plaster	Brown Non-Fibrous Homogeneous	2%	Hair	98%	Non-fibrous (other)	**None Detected**
WP7-Skim Coat *071206012-0046*	Hard Wall Plaster	Various Non-Fibrous Heterogeneous			100%	Non-fibrous (other)	**None Detected**
WP7-Base Coat *071206012-0046A*	Hard Wall Plaster	Brown Non-Fibrous Homogeneous	2%	Hair	98%	Non-fibrous (other)	**None Detected**
WP8-Skim Coat *071206012-0047*	Hard Wall Plaster	White Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**None Detected**
WP8-Base Coat *071206012-0047A*	Hard Wall Plaster	Brown Fibrous Homogeneous	<1%	Hair	100%	Non-fibrous (other)	**None Detected**
MISC5 *071206012-0048*	Black Barrier Paper	Black Fibrous Homogeneous	75%	Cellulose	25%	Non-fibrous (other)	**None Detected**

Analyst(s)

Thomas Michel (53)
Victoria Panariello (40)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Atlanta, GA NVLAP Lab Code 101048-1

Initial report from 10/31/2012 09:21:29

EMSL Analytical, Inc
1800 Water Place, Suite 228, Atlanta, GA 30339
Phone/Fax: (770) 956-9150 / (770) 956-9181
http://www.emsl.com atlantalab@emsl.com

EMSL Order:	071206012
CustomerID:	ATLA59
CustomerPO:	
ProjectID:	

Attn: **Jennifer Clark**
S&ME
11420 Johns Creek Parkway

Duluth, GA 30097

Project: **1804-12-360**

Phone:	(770) 476-3555
Fax:	(770) 476-8930
Received:	10/29/12 12:22 PM
Analysis Date:	10/31/2012
Collected:	10/26/2012

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

			Non-Asbestos				Asbestos
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**% Type**
MISC6 *071206012-0049*	Black Barrier Paper	Brown Fibrous Heterogeneous	75%	Cellulose	25%	Non-fibrous (other)	**None Detected**
FT19-Floor Tile *071206012-0050*	12x12 Off-White Floor Tile	Various Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**None Detected**
FT19-Felt/Mastic *071206012-0050A*	12x12 Off-White Floor Tile	Various Fibrous Heterogeneous	70%	Cellulose	30%	Non-fibrous (other)	**None Detected**
FT20-Floor Tile *071206012-0051*	12x12 Off-White Floor Tile	White Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**None Detected**
FT20-Felt/Mastic *071206012-0051A*	12x12 Off-White Floor Tile	Black Fibrous Heterogeneous	70%	Cellulose	30%	Non-fibrous (other)	**None Detected**
WB9-Joint Compound *071206012-0052*	Wallboard System	White Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**None Detected**
WB9-Tape *071206012-0052A*	Wallboard System	Cream Fibrous Homogeneous	80%	Cellulose	20%	Non-fibrous (other)	**None Detected**
WB9-Drywall *071206012-0052B*	Wallboard System	Various Fibrous Heterogeneous	10%	Cellulose	90%	Non-fibrous (other)	**None Detected**

Analyst(s)

Thomas Michel (53)
Victoria Panariello (40)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Atlanta, GA NVLAP Lab Code 101048-1

Initial report from 10/31/2012 09:21:29

EMSL Analytical, Inc
1800 Water Place, Suite 228, Atlanta, GA 30339
Phone/Fax: (770) 956-9150 / (770) 956-9181
http://www.emsl.com atlantalab@emsl.com

EMSL Order:	071206012
CustomerID:	ATLA59
CustomerPO:	
ProjectID:	

Attn: **Jennifer Clark**
S&ME
11420 Johns Creek Parkway

Duluth, GA 30097

Project: **1804-12-360**

Phone:	(770) 476-3555
Fax:	(770) 476-8930
Received:	10/29/12 12:22 PM
Analysis Date:	10/31/2012
Collected:	10/26/2012

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

			Non-Asbestos				Asbestos
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**% Type**
WB10-Joint Compound *071206012-0053*	Wallboard System	White Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**None Detected**
WB10-Drywall *071206012-0053A*	Wallboard System	Various Fibrous Heterogeneous	10%	Cellulose	90%	Non-fibrous (other)	**None Detected**

Analyst(s)

Thomas Michel (53)
Victoria Panariello (40)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Atlanta, GA NVLAP Lab Code 101048-1

Initial report from 10/31/2012 09:21:29

THIS IS THE LAST PAGE OF THE REPORT.

EMSL ANALYTICAL, INC.

Asbestos Lab Services Chain of Custody

EMSL Order Number(*Lab Use Only*): 071206012

Atlanta, GA
Suite 228
1800 Water Place
Atlanta, GA 30339
PHONE: (770) 956-9150
FAX: (770) 956-9181

Company: S&ME

EMSL-Bill to: ☑ Same ☐ Different
If Bill to is Different note instructions in Comments**
Third Party Billing requires written authorization from third party

Street: 11420 Johns Creek Parkway

City/State/Zip: Duluth, GA 30097

Report To (Name): Jennifer Clark | **Fax:**

Telephone: 678-773-8103 | **Email Address:** jlclark@smeinc.com

Project Name/Number: 1804-12-360

Please Provide Results: | **Purchase Order:** | **State Samples Taken:** GA

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☒ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

**For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.*

PCM - Air ☐ Check if samples are from NY
- ☐ NIOSH 7400
- ☐ w/ OSHA 8hr. TWA

PLM - Bulk (reporting limit)
- ☒ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)

Point Count
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)

Point Count w/Gravimetric
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)
- ☐ NYS 198.1 (friable in NY)
- ☐ NYS 198.6 NOB (non-friable-NY)
- ☐ NIOSH 9002 (<1%)

TEM – Air ☐ **4-4.5hr TAT (AHERA only)**
- ☐ AHERA 40 CFR, Part 763
- ☐ NIOSH 7402
- ☐ EPA Level II
- ☐ ISO 10312

TEM - Bulk
- ☐ TEM EPA NOB
- ☐ NYS NOB 198.4 (non-friable-NY)
- ☐ Chatfield SOP
- ☐ TEM Mass Analysis-EPA 600 sec. 2.5

TEM – Water: EPA 100.2
- Fibers >10µm ☐ Waste ☐ Drinking
- All Fiber Sizes ☐ Waste ☐ Drinking

TEM- Dust
- ☐ Microvac - ASTM D 5755
- ☐ Wipe - ASTM D6480
- ☐ Carpet Sonication (EPA 600/J-93/167)

Soil/Rock/Vermiculite
- ☐ PLM CARB 435 - A (0.25% sensitivity)
- ☐ PLM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - C (0.01% sensitivity)
- ☐ EPA Protocol (Semi-Quantitative)
- ☐ EPA Protocol (Quantitative)

Other:
- ☐

☐ **Check For Positive Stop – Clearly Identify Homogenous Group** | **Filter Pore Size (Air Samples):** ☐ 0.8µm ☐ 0.45µm

Samplers Name: Jennifer Clark | **Samplers Signature:** Jennifer Clark

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
FT1	9x9 black + black mastic		10/26/12
FT2	↓		↓
CT1	2x4 Assured ceiling tile		↓
CT2	↓		↓
WP1	hard wall plaster		↓
WP2	↓		↓
CT3	12x12 pinhole ceiling tile		↓
CT4	↓		↓

Client Sample # (s): | **Total # of Samples:** 53

Relinquished (Client): Jennifer Clark **Date:** 10/29/12 **Time:** 12:22 pm

Received (Lab): [signature] **Date:** 10/29/12 **Time:** 12:28

Comments/Special Instructions:

EMSL ANALYTICAL, INC.

Asbestos Lab Services Chain of Custody

EMSL Order Number(*Lab Use Only*): 071206012

Atlanta, GA
Suite 228
1800 Water Place
Atlanta, GA 30339
PHONE: (770) 956-9150
FAX: (770) 956-9181

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
FT 3	9x9 pink floortile + black mastic		10/26/12
FT4	↓		↓
FT5	9x9 brown floortile + black mastic		
FT6	↓		
MISC1	brown glue dots		
MISC2	↓		
MISC3	black barrier paper		
MISC4	↓		
WB1	wallboard system		
WB2	↓		
FT7	9x9 brown floortile + black. mastic		
FT8	↓		
CT5	12x12 fissured ceiling tile		
CT6	↓		
AC1	spray applied acoustic ceiling		
AC2	↓		↓

Comments/Special Instructions:

Controlled Document – Asbestos Lab Services COC – A1.0 – 11/23/2009

EMSL ANALYTICAL, INC.

Asbestos Lab Services Chain of Custody

EMSL Order Number(*Lab Use Only*): 071206012

Atlanta, GA
Suite 228
1800 Water Place
Atlanta, GA 30339
PHONE: (770) 956-9150
FAX: (770) 956-9181

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
AC3	spray applied acoustic ceiling		10/26/12
FT9	12x12 tan floortile + black mastic		
FT10	↓		
FT11	12x12 off white floor tile		
FT12	↓		
FT13	9x9 brown floortile + black mastic		
FT14	↓		
WP3	hard wall plaster		
WP4	↓		
WP5	↓		
WB3	wallboard system		
WB4	↓		
WB5	↓		
FT15	9x9 tan floor tile + black mastic		
FT16	↓		
FT17	9x9 black floor tile + black mastic		

Comments/Special Instructions:

EMSL ANALYTICAL, INC.

Asbestos Lab Services Chain of Custody

EMSL Order Number(*Lab Use Only*): 071206012

Atlanta, GA
Suite 228
1800 Water Place
Atlanta, GA 30339
PHONE: (770) 956-9150
FAX: (770) 956-9181

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
FT18	9x9 black floor tile + black mastic		10/26/12
WB6	wallboard system		↓
WB7	↓		↓
WB8	↓		↓
WP6	hard wall plaster		↓
WP7	↓		↓
WP8	↓		↓
MISC 5	black barrier paper		↓
MISC6	↓		↓
FT19	12x12 off-white floor tile		↓
FT20	↓		↓
WB9	wall board system		↓
WB10	↓		↓
			↓
			↓
			↓

Comments/Special Instructions:

APPENDIX III

XRF DATA SHEETS AND FIELD NOTES

Table 2

SUMMARY OF LEAD-BASED PAINT DATA
1332 Metropolitan Parkway, Atlanta, Georgia
S&ME Project No. 1804-12-360

Date	Time	Reading	Mode	LiveTime	Pass/Fail	Pass Fail Standard	Pb (mg/cm2)	Pb +/-
26-Oct-12	10:49:14	1	Standardization	51.37	-0.016819	PASS		
26-Oct-12	10:50:44	2	Calibration	5.29		Negative	0	0
26-Oct-12	10:51:53	3	Calibration	25.02	surface	Negative	0.98	0.04
26-Oct-12	10:52:43	4	Calibration	24.88	surface	Negative	0.99	0.04
26-Oct-12	10:57:35	5	Lead Paint Inspection	9.28	surface	Positive	1.8	0.4
26-Oct-12	10:58:08	6	Lead Paint Inspection	5.23	surface	Negative	0.15	0.05
26-Oct-12	10:59:03	7	Lead Paint Inspection	5.24	surface	Negative	0.17	0.05
26-Oct-12	11:00:22	8	Lead Paint Inspection	5.62	surface	Positive	2.3	0.59
26-Oct-12	11:01:24	9	Lead Paint Inspection	5.15	surface	Negative	0.13	0.05
26-Oct-12	11:02:24	10	Lead Paint Inspection	5.34		Negative	0.06	0.03
26-Oct-12	11:03:30	11	Lead Paint Inspection	6.79		Positive	3.37	1.13
26-Oct-12	11:04:32	12	Lead Paint Inspection	5.17	surface	Negative	0.05	0.02
26-Oct-12	11:05:18	13	Lead Paint Inspection	5.17		Negative	0.06	0.03
26-Oct-12	11:06:34	14	Lead Paint Inspection	5.14		Negative	0.03	0.02
26-Oct-12	11:07:37	15	Lead Paint Inspection	5.05	surface	Negative	0.11	0.03
26-Oct-12	11:08:44	16	Lead Paint Inspection	5.59	surface	Positive	3.42	0.68
26-Oct-12	11:10:40	17	Lead Paint Inspection	5.14	surface	Negative	0.07	0.03
26-Oct-12	11:11:38	18	Lead Paint Inspection	5.46		Negative	0	0
26-Oct-12	11:12:35	19	Lead Paint Inspection	2.73	surface	Positive	5	0.7
26-Oct-12	11:13:12	20	Lead Paint Inspection	5.37		Negative	0	0
26-Oct-12	11:14:25	21	Lead Paint Inspection	5.83	surface	Positive	1.79	0.26
26-Oct-12	11:16:31	22	Lead Paint Inspection	7.93		Negative	0.01	0
26-Oct-12	11:18:32	23	Lead Paint Inspection	5.34		Negative	0.06	0.04
26-Oct-12	11:21:10	24	Lead Paint Inspection	5.09		Negative	0.04	0.02
26-Oct-12	11:22:45	25	Lead Paint Inspection	5.32		Negative	0.08	0.05
26-Oct-12	11:24:26	26	Lead Paint Inspection	5.22		Negative	0	0
26-Oct-12	11:26:04	27	Lead Paint Inspection	26.29	surface	Negative	0.95	0.11
26-Oct-12	11:33:18	28	Lead Paint Inspection	5.46		Negative	0	0
26-Oct-12	11:34:35	29	Lead Paint Inspection	5.38		Negative	0	0
26-Oct-12	11:35:15	30	Lead Paint Inspection	5.27		Negative	0	0
26-Oct-12	11:36:21	31	Lead Paint Inspection	2.74	surface	Positive	4.42	0.37
26-Oct-12	11:37:04	32	Lead Paint Inspection	2.79	surface	Positive	5	0.65
26-Oct-12	11:37:58	33	Lead Paint Inspection	5.12		Negative	0.03	0.02
26-Oct-12	11:38:54	34	Lead Paint Inspection	5.28		Negative	0	0
26-Oct-12	11:39:36	35	Lead Paint Inspection	5.34		Negative	0.01	0.01
26-Oct-12	11:41:07	36	Lead Paint Inspection	12.65		Negative	0.01	0.01
26-Oct-12	11:41:48	37	Lead Paint Inspection	5.02		Negative	0	0
26-Oct-12	11:44:58	38	Lead Paint Inspection	4.39	surface	Positive	3.91	0.58
26-Oct-12	11:46:35	39	Lead Paint Inspection	5.05		Negative	0	0
26-Oct-12	11:47:15	40	Lead Paint Inspection	3.04		Negative	0.04	0.04
26-Oct-12	11:49:16	41	Lead Paint Inspection	3		Negative	0.09	0.05
26-Oct-12	11:50:26	42	Lead Paint Inspection	5.13		Negative	0	0
26-Oct-12	11:52:09	43	Lead Paint Inspection	6.52	surface	Negative	0.66	0.15
26-Oct-12	11:52:58	44	Lead Paint Inspection	5.21		Negative	0	0
26-Oct-12	11:53:27	45	Lead Paint Inspection	5.57	surface	Positive	3.25	0.65
26-Oct-12	11:54:09	46	Lead Paint Inspection	5.43	surface	Positive	4.17	1.04
26-Oct-12	11:54:46	47	Lead Paint Inspection	5.38		Negative	0	0
26-Oct-12	11:55:23	48	Lead Paint Inspection	5.72		Negative	0	0
26-Oct-12	11:57:09	49	Lead Paint Inspection	5.23		Negative	0	0
26-Oct-12	12:00:20	50	Lead Paint Inspection	5.45		Negative	0	0
26-Oct-12	12:02:18	51	Lead Paint Inspection	5.22		Negative	0	0
26-Oct-12	12:02:58	52	Lead Paint Inspection	5.34		Negative	0.15	0.13
26-Oct-12	12:03:35	53	Lead Paint Inspection	5.91		Negative	0	0
26-Oct-12	12:04:13	54	Lead Paint Inspection	5.38		Negative	0.28	0.19
26-Oct-12	12:05:13	55	Lead Paint Inspection	5.47		Negative	0.03	0.03
26-Oct-12	12:05:32	56	Lead Paint Inspection	5.18	surface	Negative	0.14	0.04
26-Oct-12	12:06:38	57	Lead Paint Inspection	5.16		Negative	0	0

Table 2

SUMMARY OF LEAD-BASED PAINT DATA
1332 Metropolitan Parkway, Atlanta, Georgia
S&ME Project No. 1804-12-360

Date	Time	Reading	Mode	LiveTime	Pass/Fail	Pass Fail Standard	Pb (mg/cm2)	Pb +/-
26-Oct-12	12:07:22	58	Lead Paint Inspection	5.68		Negative	0.05	0.03
26-Oct-12	12:08:19	59	Lead Paint Inspection	5.68		Negative	0	0
26-Oct-12	12:08:57	60	Lead Paint Inspection	5.33		Negative	0	0
26-Oct-12	12:10:22	61	Lead Paint Inspection	5.31		Negative	0.03	0.04
26-Oct-12	12:11:10	62	Lead Paint Inspection	24.93	surface	Negative	0.87	0.12
26-Oct-12	12:12:16	63	Lead Paint Inspection	5.29		Negative	0	0
26-Oct-12	12:14:24	64	Lead Paint Inspection	5.39		Negative	0	0
26-Oct-12	12:18:02	65	Lead Paint Inspection	5.61		Negative	0.12	0.09
26-Oct-12	12:19:09	66	Lead Paint Inspection	25.52		Negative	0.98	0.13
26-Oct-12	12:20:30	67	Lead Paint Inspection	5.4		Negative	0	0
26-Oct-12	12:21:55	68	Lead Paint Inspection	4.37	surface	Positive	5	1.64
26-Oct-12	12:23:25	69	Lead Paint Inspection	5.66	surface	Positive	2.28	0.45
26-Oct-12	12:24:15	70	Lead Paint Inspection	5.17		Negative	0	0
26-Oct-12	12:26:11	71	Lead Paint Inspection	5.39		Negative	0.05	0.03
26-Oct-12	12:27:26	72	Lead Paint Inspection	5.67	surface	Positive	1.96	0.41
26-Oct-12	12:28:18	73	Lead Paint Inspection	5.48	surface	Positive	2.36	0.48
26-Oct-12	12:29:16	74	Lead Paint Inspection	5.66	surface	Positive	2.93	0.56
26-Oct-12	12:30:24	75	Lead Paint Inspection	5.23		Negative	0.05	0.04
26-Oct-12	12:31:24	76	Lead Paint Inspection	3.05		Negative	0.06	0.08
26-Oct-12	12:32:57	77	Lead Paint Inspection	5.63		Negative	0	0
26-Oct-12	12:33:50	78	Lead Paint Inspection	5.58		Negative	0.03	0.05
26-Oct-12	12:34:49	79	Lead Paint Inspection	5.5		Negative	0.05	0.06
26-Oct-12	12:35:48	80	Lead Paint Inspection	5.25		Negative	0.11	0.11
26-Oct-12	12:39:48	81	Lead Paint Inspection	9.39	surface	Positive	1.82	0.38
26-Oct-12	12:41:46	82	Lead Paint Inspection	25.15	surface	Negative	0.13	0.03
26-Oct-12	12:43:48	83	Lead Paint Inspection	5.06		Negative	0.03	0.02
26-Oct-12	12:44:25	84	Lead Paint Inspection	3.15	surface	Positive	5	1.86
26-Oct-12	12:45:29	85	Lead Paint Inspection	24.6		Negative	0.01	0.01
26-Oct-12	12:46:26	86	Lead Paint Inspection	5.25		Negative	0	0
26-Oct-12	12:47:01	87	Lead Paint Inspection	10.3		Negative	0.14	0.06
26-Oct-12	12:49:36	88	Lead Paint Inspection	3.07		Positive	1	0.11
26-Oct-12	12:51:09	89	Lead Paint Inspection	2.98		Negative	0.07	0.1
26-Oct-12	12:51:54	90	Lead Paint Inspection	5.44		Negative	0.02	0.04
26-Oct-12	12:52:55	91	Lead Paint Inspection	6.7	surface	Negative	0.71	0.14
26-Oct-12	14:11:09	92	Calibration	10.22		Negative	0.12	0.06
26-Oct-12	14:11:55	93	Calibration	24.75	surface	Negative	0.97	0.04
26-Oct-12	14:13:20	94	Calibration	24.83	surface	Positive	1.02	0.04
26-Oct-12	14:16:17	95	Lead Paint Inspection	3.94	surface	Positive	1.9	0.21
26-Oct-12	14:17:11	96	Lead Paint Inspection	5.46		Negative	0	0
26-Oct-12	14:18:14	97	Lead Paint Inspection	5.21		Negative	0.06	0.04
26-Oct-12	14:20:08	98	Lead Paint Inspection	5.86		Negative	0	0
26-Oct-12	14:21:14	99	Lead Paint Inspection	5.16		Negative	0	0
26-Oct-12	14:22:02	100	Lead Paint Inspection	5.57		Negative	0	0
26-Oct-12	14:23:24	101	Lead Paint Inspection	5.76	surface	Positive	5	1.37
26-Oct-12	14:24:08	102	Lead Paint Inspection	5.52		Positive	1	0
26-Oct-12	14:25:02	103	Lead Paint Inspection	5.55	surface	Positive	3.91	0.99
26-Oct-12	14:26:00	104	Lead Paint Inspection	5.58		Positive	1	0.2
26-Oct-12	14:27:32	105	Lead Paint Inspection	5.52		Negative	0	0
26-Oct-12	14:28:11	106	Lead Paint Inspection	8.18		Negative	0.46	0.22
26-Oct-12	14:29:32	107	Lead Paint Inspection	3.17		Positive	1	0.17
26-Oct-12	14:30:33	108	Lead Paint Inspection	5.6	surface	Positive	5	1.15
26-Oct-12	14:31:27	109	Lead Paint Inspection	3.01	surface	Positive	5	1.23
26-Oct-12	14:31:42	110	Lead Paint Inspection	5.6	surface	Positive	5	1.41
26-Oct-12	14:34:35	111	Lead Paint Inspection	5.52		Negative	0	0
26-Oct-12	14:35:43	112	Lead Paint Inspection	5.66	surface	Positive	5	1.18
26-Oct-12	14:36:01	113	Lead Paint Inspection	3.06	surface	Positive	5	1.4
26-Oct-12	14:36:51	114	Lead Paint Inspection	3.08		Negative	0.11	0.14
26-Oct-12	14:38:05	115	Lead Paint Inspection	3.07		Negative	0.01	0.01
26-Oct-12	14:39:00	116	Lead Paint Inspection	3.04		Negative	0	0.01
26-Oct-12	14:39:53	117	Lead Paint Inspection	4.39	surface	Positive	5	1.52
26-Oct-12	14:40:49	118	Lead Paint Inspection	3.06	surface	Positive	5	1.48
26-Oct-12	14:41:40	119	Lead Paint Inspection	5.51		Negative	0	0
26-Oct-12	14:42:26	120	Lead Paint Inspection	5.41		Negative	0	0
26-Oct-12	14:43:28	121	Lead Paint Inspection	12.64		Negative	0.01	0.01

Table 2

SUMMARY OF LEAD-BASED PAINT DATA
1332 Metropolitan Parkway, Atlanta, Georgia
S&ME Project No. 1804-12-360

Date	Time	Reading	Mode	LiveTime	Pass/Fail	Pass Fail Standard	Pb (mg/cm2)	Pb +/-
26-Oct-12	14:44:17	122	Lead Paint Inspection	5.83		Negative	0.23	0.14
26-Oct-12	14:45:07	123	Lead Paint Inspection	5.86		Negative	0.02	0.01
26-Oct-12	14:46:06	124	Lead Paint Inspection	5.15	surface	Negative	0.04	0.02
26-Oct-12	14:47:32	125	Lead Paint Inspection	5.09		Negative	0.01	0.02
26-Oct-12	14:47:50	126	Lead Paint Inspection	5.15	surface	Negative	0.05	0.02
26-Oct-12	14:50:11	127	Lead Paint Inspection	3.08	surface	Positive	5	1.38
26-Oct-12	14:50:26	128	Lead Paint Inspection	3.09	surface	Positive	5	0.96
26-Oct-12	14:54:39	129	Standardization	51.95	-0.019632	PASS		
26-Oct-12	14:56:37	130	Lead Paint Inspection	3.08	surface	Positive	5	1.17
26-Oct-12	14:56:56	131	Lead Paint Inspection	4.33	surface	Positive	5	1
26-Oct-12	15:00:47	132	Lead Paint Inspection	5.75		Negative	0.06	0.04
26-Oct-12	15:01:54	133	Lead Paint Inspection	5.23		Negative	0	0
26-Oct-12	15:04:11	134	Lead Paint Inspection	3.04		Negative	0	0.01
26-Oct-12	15:04:48	135	Lead Paint Inspection	3		Negative	0.01	0.03
26-Oct-12	15:08:08	136	Lead Paint Inspection	2.82		Negative	0	0.01
26-Oct-12	15:09:34	137	Lead Paint Inspection	4.3	surface	Positive	5	1.11
26-Oct-12	15:09:57	138	Lead Paint Inspection	5.29		Negative	0	0
26-Oct-12	15:11:20	139	Lead Paint Inspection	4.36	surface	Positive	4.45	0.78
26-Oct-12	15:13:14	140	Lead Paint Inspection	5.81		Negative	0	0.01
26-Oct-12	15:14:01	141	Lead Paint Inspection	5.34		Negative	0	0
26-Oct-12	15:16:45	142	Lead Paint Inspection	3.03		Negative	0.06	0.09
26-Oct-12	15:18:03	143	Lead Paint Inspection	5.5		Negative	0.25	0.17
26-Oct-12	15:20:21	144	Lead Paint Inspection	3.13	surface	Positive	5	1.15
26-Oct-12	15:21:06	145	Lead Paint Inspection	4.43	surface	Positive	2.85	0.46
26-Oct-12	15:25:14	146	Calibration	5.3		Negative	0	0
26-Oct-12	15:25:47	147	Calibration	24.92	surface	Negative	0.95	0.04
26-Oct-12	15:26:33	148	Calibration	21.43	surface	Negative	0.92	0.04
26-Oct-12	15:39:59	149	Standardization	51.25	-0.018012	PASS		
26-Oct-12	15:41:15	150	Lead Paint Inspection	5.31		Negative	0	0.01
26-Oct-12	15:41:39	151	Lead Paint Inspection	25.76		Insufficient Test Time	0.98	0.04
26-Oct-12	15:42:29	152	Lead Paint Inspection	19.68	surface	Positive	1.12	0.06
26-Oct-12	15:43:23	153	Lead Paint Inspection	5.55	surface	Negative	0.04	0.02
26-Oct-12	15:43:42	154	Lead Paint Inspection	5.32	surface	Negative	0.23	0.05

Notes:

Blue = Calibration or Standardization readings for the XRF gun used during this survey

Red / Positive = Surfaces exhibiting lead levels equal to or greater than the Georgia EPD or HUD/EPA level of greater than or equal to (≥) 1.0 mg/cm2

mg/cm2 = milligrams per square centimeter

Pb = Lead in paint

Live Time = Time it took for the gun to calculate the result (i.e., how long the shot took)

(P.B)

XRF Field Data Sheet

10/26/12 (1) 1332 Metropolitan Pkwy

XRF #	Area	Description	Condition	Color	Pos / Neg
#2	Calibrate	0.0 White Blank	—	—	0.00
3	"	1.04 Red Blank	—	—	0.98
4	"	1.04 Red Blank	—	—	0.99
5	Sanctuary 1st	Wall / D/Plaster	Poor	offwhite	1.80
6		Window Fr. / D/wood	Good	"	0.15
7		Window Sill / D/wood	Good	"	0.17
8		wall / A / ~~wood~~ Plaster	Fair	"	2.30
9		Door Fr. / A / wood	"	"	0.13
10		Door / A / wood	Poor	"	0.06
11		wall / B / Plaster	Poor	"	3.37
12		Pew Side / wood	Brown ↔	Poor	0.05
13		Pew Back / wood	Poor	off wh.	0.06
14	Narnex	Door Fr. / Wood / B	Good	Varnish	0.03
15		Front Door / Wood / A	Good	Brown varnish	0.11
16		wall / Plaster / A	Good	offwhite	3.42
17		Wind. Fr. / Wood / A	Good	Varnish	0.07
18		UFT	Good	Reddish	0.00
19		Leaded Glass Fr. / A	Good		>5.0
20		Stain Glass / A	Good		0.00
21	Sanctuary 1st	Cooper metal Ceiling	Poor	White	1.79
22		Ceiling Tile	Poor	white	0.04
23		Pew wall	Poor	offwhite	0.06
24		Pew top wall	Poor	Brown	0.04
25		Pew wall / wood / C	Poor	offwhite	0.08
26		verify of Pew wall	"	"	0.00
27	Balcony	metal wall Covering / D	"	"	0.95
28	Restroom (C) 1st	wall / Plaster / D	"	mint	0.00
29		Stalls / metal	Good	Tan	0.00
30		Sink / Plastic	Good	Tan	0.00
31		wall tile / Ceramic	Good	white	4.42
32		Floor tile / Ceramic	Good	white	>5.0
33		Door	Good	Varnish	0.03
34	Hall 1st	wood wall board	Good	Tan	
35	Hall ceiling	HVAC Duct Paint	Good	mint	0.01

(PB)

10/26/12 (2)

XRF Field Data Sheet

1332 Metropolitan Pkwy.

XRF #	Area	Description	Condition	Color	Pos / Neg
36	Hall	Sound Room Door/wood	Good	Varnish	0.01
37	Hall	Restroom Door/Wood	Good	white	0.00
38	Choir Room	Wind. Fr./Wood/C	Poor	offwhite	3.91
39	Choir Room	Vinyl Blinds	Good	white	0.00
40	"	Wall/Plaster/C	Poor	offwhite	0.04
41	"	Ceiling/Plaster	Poor	Yellow	0.09
42	"	Door Fr./Wood/D	Poor	offwhite	0.00
43	Pastor Study	Door Fr./Wood/A	Poor	off white	0.00
44	"	Wall board	Good	Varnish	0.44
45	"	Window Fr./Wood/C	Poor	off white	>3.25
46	Offices 1st	Window Fr./Wood/D	Poor	off white	>4.17
47		Wall/Plaster/B	Poor	"	Neg
48		Door Fr./metal/B	Poor	off-white	0.00
49		Pipe Paint/ceiling	Poor	white	0.00
50	Stairwell-D	Wall/Drywall/C	Poor	white	0.00
51		Door/Wood/B	Good	Varnish	0.00
52		Electrical Panel	Poor	white	0.15
53		Metal Door Fr./B	Poor	white	0.00
54		Bannister white over green	Poor	white	0.26
55		Vinyl Stair Tread	Red ↔	Poor	0.03
56		Wood Stair Riser	Poor	Black	0.14
57		Wood Baseboard	"	"	0.00
58		Metal Exit Door	Poor	white	0.05
59		Metal handrail	Poor	Black	0.01
60	Basement	Wall/wood/C	Poor	white	0.00
61		Door Fr./Wood/C	"	Black	0.03
62		Door Fr./Wood/C	"	White	0.87
63		Wall/Concr./B	"	white/yellow	0.00
64		Wall/Wood/D	"	Tan	0.00
65	Kitchen	Wall/Concrete/D	"	Yellow	0.12
66		Wind. Fr./Wood/B	Poor	white	0.98
67		Wall/Wood Board/B	"	"	0.00
68	Basement	Structural Pole/metal	"	Black	>5.0
69		Door Fr./Wood/B	"	Tan	2.28

(PB)

XRF Field Data Sheet

10/26/12 (3) 1332 metropolitan Pkwy.

XRF #	Area	Description	Condition	Color	Pos / Neg
70	Basement Office	Door/wood / D	Poor	white	0.00
71		Wall / Plaster / C	Poor	"	0.05
72		Wind. Fr. / wood / B	"	off white	71.96
73		Window Sash " "	"	"	2.36
74	Basement office	Door Fr / wood / D	"	Tan	72.95
75		Door / wood / D	"	Tan	0.05
76		Wall / Concr. / C	"	off white	0.06
77		Ceiling Tile Grid Metal	Good	white	0.00
78		Ceiling Tile	"	"	0.03
79		HVAC Duct	"	Tan	
80		Door Fr. verify	"	Tan	0.11
81		Window Fr. / wood / D	"	off white	71.82
82	Basement Front Lobby	Wall / Plaster / A	"	"	0.13
83		Door / wood / A	"	Brown varnish	0.03
84		Door Fr. / wood / A	"	off white	75.0
85		Door / wood / B	"	Varnish	0.01
86		Door Fr. / wood / B	"	white	0.00
87		Wall / Plaster / C	"	white	0.14
88	Daycare / Hawaii	Wall / Paster / D	"	Beige	71.0
89		" " / C	"	"	0.07
90		Window Fr. / wood / A	"	off white	0.02
91	Basement Hallway	Door Fr. / wood	"	"	0.71
92	Calibration	white Blank	—	—	0.12
93		Red Blank	—	—	0.97
94		" "	—	—	1.02
95	Stairwell	Window Fr. / wood / D	Poor	white	1.90
96	1st to 2nd	Wall / Plaster / B	Poor	white	0.00
97		Banister Post	Poor	off white	0.00
98	Door Fr. / metal / D	2nd Flr. Hallway	Poor	white	0.00
99	Door / wood / D	" "	Good	Varnish	0.00
100	2nd Flr. Common	Wall / Plaster / A	Good	white	0.00
101		Door Fr. / wood / D	Poor	white	>5.0
102	2nd Flr. Office	Wall / Plaster / A	"	white	>1.0
103	"	Window Fr. / wood / D	"	"	73.91

PB

XRF Field Data Sheet

10/26/12 (4) 1332 Metropolitan Pkwy.

XRF #	Area	Description	Condition	Color	Pos / Neg
104	2nd Flr. Common	above picture rail >75' Wall / Plaster / D	Poor	white	>1.0
105	"	<5' Wall / Wood / D	"	"	0.00
106	"	Wall / Plaster / D	"	"	0.46
107	"	>5' Wall / Plaster / D	"	"	>1.0
108	2nd Flr. 3A-Acho	Door Fr. / Wooden / D	"	"	>5.0
109		Window Fr. / Wooden / C	"	"	>5.0
110		Window Sill / Wooden / C	"	"	>5.0
111	2nd Flr. office Left side	Wall / Plaster tan / C	"	Tan	0.00
112		Window Fr. / wood / C	"	Tan	>5.0
113		Door Fr. / Wood / A	"	Tan	>5.0
114	2nd Flr. Common Left side	Wall / Plaster / D	"	white	0.11
115		above picture rail → Wall / " / C	"	"	0.01
116		Wall / " / B	"	"	0.00
117	2nd Flr. office Left side	Window Fr. / wood / B	"	Blue	>5.0
118		Door Fr. / " / B	"	white	>5.0
119		Wall / Plaster / A	"	"	0.00
120	2nd Flr. R Rooms	Blue Ceramic Floor	Good	Blue	0.00
121		Porcelin Sink	"	White	0.01
122		HVAC Duct	Poor	white	0.02
123		Green Pipe	"	Green	0.02
124	2nd Flr. to	Stairway Riser	Fair	Varnish	0.04
125	3rd Flr.	" Tread	Poor	"	0.01
126	stairs	" Bannister	Fair	"	0.05
127	3rd Flr. office	Door Frame / wood / D	Poor	white	>5.0
128		Door Jamb " "	"	"	>5.0
129		Wall / Plaster / C	"	Green	neg
130		Window Fr. / wood / C	"	Green	>5.0
131		Door Jamb / Wood / A	"	White	>5.0
132	3rd Flr. Hall	HVAC Duct	"	"	0.06
133	3rd Flr. Office	Fire Exit Door / metal	"	"	0.00
134	3rd Flr. Office	below Chairrail Wall / Plaster / D	"	Tan	neg
135	3rd Flr. Office	above Chairrail Wall / Plaster / D	"	Tan	neg
136	3rd Flr. office	Wall / Plaster / A	"	Blue	0.00
137	3rd Flr. office	Chairrail / Wood / C	"	white	0.00
138	3rd Flr. office	Window Fr. / Wood / D	"	white	>5.0

(PB)

10/26/12 (5) XRF Field Data Sheet 1332 Metropolitan Hwy.

XRF #	Area	Description	Condition	Color	Pos / Neg
139	3rd Flr. Office A-11	Resident Door Fr. / Wood / B Poor		white	>4.45
140	3rd Flr. Office	white Pipe	Good	white	0.00
141	" R Rooms	Blue Ceramic Floor	Good	Blue	0.00
142	3rd Flr.	Ceiling / Plaster	Poor	White	0.06
143	"	wood Stairwell wall	Fair	white	0.25
144	"	metal wall covering	Poor	white	>5.0
145	"	on stairs	"	white	2.85
146	Calibration	white Blank	—	—	0.00
147		Red Blank	—	—	0.95
148	—	—	—	—	0.92
150	Exterior	Down spouts	Poor	white	0
152	"	Window sills	Poor	white	>1.12
153	"	Front Doors	Fair	Brown	0.04
154	"	Hand rails / Front steps	Poor	Black	0.23
*	149 Shot = Standardization for XRF				
	151 Shot Aborted = Insufficient Test time				
	End of testing 10/26/12 PB				

APPENDIX IV

INSPECTOR CERTIFICATIONS

The Environmental Institute

Jennifer Clark

Social Security Number - XXX-XX-4341
S&ME, Inc. - 11420 Johns Creek Parkway - Duluth, Georgia 30041

Has completed coursework and satisfactorily passed an examination that meets all criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation

Asbestos in Buildings: Inspector & Management Planner Refresher

July 10, 2012
Course Date

13308
Certificate Number

July 10, 2012
Examination Date

July 9, 2013
Expiration Date

The ENVIRONMENTAL INSTITUTE

Thomas G. Laubenthal - Principal Instructor

Rachel G. McCain - Exam Administrator

David W. Hogue - Training Manager

(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-583)
(American Council for Accredited Certification - Re-certification Credit Registration #10072801)
(Florida Provider Registration #FL49-0001342 - Inspector Ref.Course #0002805 - Mgmt. Plan Ref. Course #0002806)
TEI - 1841 West Oak Parkway, Suite F - Marietta, Georgia 30062 - (770) 427-3600 - www.tei-atl.com

The Environmental Institute

John Baird

Social Security Number - XXX-XX-2955
S&ME, Inc. - 3380 Town Point Drive, Suite 140 - Kennesaw, Georgia 30144

Has completed coursework and satisfactorily passed the hands-on skills assessment and an examination that meets training criteria in accordance with requirements for Lead-Based Paint Activities in Target Housing and Child-Occupied Facilities as regulated by Georgia DNR/EPD Chapter 391-3-24 and U. S. EPA TSCA 40 CFR Part 745 for the refresher course titled

Lead Inspector Refresher

September 12, 2011
Course Date

1485
Certificate Number

September 12, 2011
Examination Date

September 11, 2013
Expiration Date (per Georgia)

September 11, 2014
Expiration Date (per EPA)

The ENVIRONMENTAL INSTITUTE

Bonnie B. Maurras - Principal Instructor

David W. Hogue - Training Manager

(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-584)
(American Council for Accredited Certification - Re-certification Credit Registration #10072807)
TEI - 1841 West Oak Parkway, Suite F - Marietta, GA 30062 - (770) 427-3600 - www.tei-atl.com
(State of Georgia Accredited - Certification No. 20-0799-006SR - September 21, 1999)

ASBESTOS ABATEMENT AND CONTRACTOR OBSERVATION CLOSE-OUT REPORT

PROPOSED STEWART-LAKEWOOD LIBRARY
1332 METROPOLITAN PARKWAY SW
ATLANTA, GEORGIA 30310

S&ME Project No. 1804-12-360A

Prepared for:

Fulton County
General Services Department
One Margaret Mitchell Square
6th Floor – Central Library
Atlanta, Georgia 30303

Prepared by:

S&ME

3380 Town Point Drive, Suite 140
Kennesaw, Georgia 30144

July 2013

July 29, 2013

Fulton County
General Services Department
One Margaret Mitchell Square
6th Floor – Central Library
Atlanta, Georgia 30303

Attention: Mr. Hilary Ndulue

Reference: Asbestos Abatement and Contractor Observation Close-Out Report
Proposed Stewart-Lakewood Library
1332 Metropolitan Parkway SW
Atlanta, Georgia 30310
S&ME Project No. 1804-12-360A

Dear Mr. Ndulue:

S&ME, Inc. has completed asbestos abatement and contractor observation at the above-referenced Property. The attached report details the asbestos abatement and contractor oversight activities performed at the above-referenced property, which were conducted in accordance with Proposal No. AG4-13-119, dated February 22, 2013 and Fulton County Notice to Proceed No. FEE201303196, dated May 1, 2013.

S&ME appreciates the opportunity to provide our environmental services for this project. Please contact us at your earliest convenience, if there are questions regarding the information contained in this report.

Sincerely,
S&ME, Inc.

Patrick Baird, P.G.
Senior Project Manager

Keith Spooner
Staff Professional

Senior Review: Dennis Forbis, CIH CSP
Attachments

SUMMARY

This report documents asbestos abatement and contractor observation conducted during the removal of asbestos containing materials (ACMs) from the vacant church facility located at 1332 Metropolitan Parkway in Atlanta, Georgia 30310 (also known as the Proposed Stewart-Lakewood Library site). The abatement was conducted to facilitate demolition activities at the church facility.

The asbestos abatement work was performed by DPC General Contractors, Inc. (DPC) of Tucker, Georgia under contract with S&ME. The removal associated with this project included the following ACMs:

- 9" x 9" Black Floor Tile – Located in the sanctuary, behind the pulpit. Approximately 300 square feet.
- 9" x 9" Pink Floor Tile – Located in the side stairwells. Approximately 2,000 square feet.
- 9" x 9" Brown Floor Tile – Located at the front entrance to the church and the front stairwells. Approximately 750 square feet.
- 9" x 9" Brown Floor Tile – Located in the rear hallway on the first floor. Approximately 800 square feet.
- Adhesive associated with the 12" x 12" Off-white Floor Tile – Located in the corner office of the basement. Approximately 110 square feet.
- 9" x 9" Brown Floor Tile and Black Mastic – Located in the basement. Approximately 550 square feet.
- Joint Compound – Located in the mechanical room in the basement. Approximately 200 square feet.
- 9" x 9" Tan Floor Tile – Located in the open space of the second floor. Approximately 1,000 square feet.
- 9" x 9" Black Floor Tile – Located in the office on the second floor. Approximately 1,200 square feet.

In addition to the above listed ACMs, two additional rooms containing 9" x 9" vinyl composition floor tile (VCT) were discovered during the abatement activities. Mr. Hilary Ndulue with Fulton County authorized S&ME and DPC to abate the presumed asbestos containing 9" x 9" VCT and mastic from the two rooms where the additional 9" x 9" VCT was discovered during our May 2013 abatement project. The ACMs located in these rooms were removed and disposed of as asbestos containing waste. A schematic drawing and associated picture of the two rooms where additional ACMs were abated have been included in Appendix I with DPC's Daily Project Reports.

The asbestos abatement was performed on May 20 through May 23, 2013. Post asbestos abatement air sampling was not included in our scope of services, since the onsite structures are being demolished. However, DPC collected personnel air samples from one of the asbestos workers during each day of this asbestos abatement project. The asbestos air samples were submitted to EMSL Analytical, Inc. (EMSL) for the analysis of

asbestos in air utilizing phase contrast microscopy (PCM) following the NIOSH 7400 method. The reported fiber concentrations for each sample submitted were below the United States Occupational Safety and Health Administration's (OSHA) permissible exposure limit (PEL) time weighted average (TWA) of 0.1 fibers per cubic centimeter (fiber/cc) of air.

SCOPE OF SERVICES

In accordance with S&ME proposal AG4-13-119, dated February 21, 2013, S&ME contracted with DPC to remove and dispose of the above listed ACMs at the subject property. In addition, S&ME agreed to perform contractor surveillance and preparation of this report. S&ME was present during the abatement process.

CONTRACTOR OBSERVATION

On May 20, 2013, DPC mobilized to the subject property, located at 1332 Metropolitan Parkway in Atlanta, Georgia 30310, to conduct asbestos abatement activities. S&ME provided contractor observation during this abatement project. DPC removed and disposed of asbestos-containing 9" x 9" VCT (various colors); adhesive associated with 12" x 12" VCT; and joint compound in the areas listed above at the subject property. In addition to the above mentioned ACMs removed at the subject property, two additional rooms containing 9" x 9" VCT and comprising approximately 845 square feet in area were abated at the subject property. The asbestos-containing 9" x 9" VCT (various colors); adhesive associated with 12" x 12" VCT; and joint compound in the areas listed above at the subject property were removed and sealed in six-mil polyethylene sheeting or seal in labeled six-mil polyethylene disposal bags, for disposal at Safeguard Landfill – Branch 59 in Fairburn, Georgia 30213. The removal was performed in negative pressure containments, with high efficiency particulate air (HEPA) filtration, that were comprised of six-mil polyethylene critical barriers and a three-stage decontamination unit.

Mr. Keith Spooner (EPA Asbestos Inspector Certification #13553) of S&ME was onsite during the abatement activities to document the actions of the abatement contractor to determine if the performed services met the general conformance of local, state and federal regulations. S&ME also documented the known asbestos materials were removed from the site. At the completion of removal activities, S&ME performed a visual evaluation of the contained area for the presence of visible dust, debris, or residual materials associated with ACMs. No visible dust, debris, or residual materials associated with the listed ACMs were observed after the completion of DPC's asbestos abatement work.

The contractor performed site preparation, removal and disposal of ACMs as defined by their scope of work, cleaning and decontamination of the project site, and demobilization.

The following asbestos abatement documentation is provided as appendices to this report:

Appendix I: DPC's Daily Project Report;

Appendix II: EMSL chain of custody documentation and asbestos air sample analytical report;
Appendix III: Georgia Environmental Protection Division asbestos demolition notification;
Appendix IV: Asbestos Waste Manifest;
Appendix V: Employee Documentation including Asbestos Supervisor and/or Worker Training Certification, Respirator Fit Test, Medical Clearance, and Certificate of Worker's Release; and
Appendix VI: DPC's Georgia Asbestos Contractor Licensing.

APPENDIX I

DAILY PROJECT REPORT

JOB NUMBER:	**1697**	DATE:	5-20-13
JOB NAME:	**1332 Metropolitan Parkway SW**	SUPERVISOR:	David Cooz
ADDRESS:	**1332 Metropolitan Parkway SW**	CONSULTANT:	**S&ME, Inc.**
	Atlanta, Georgia 30310		
WORK AREA:			

SUBCONTRACTORS/VISITORS

COMPANY/NAME	TIME IN	TIME OUT

PRE-ASSESSMENT

	Yes	No	Remarks
Decontamination unit integrity OK	✓		
Air filtration units functional	✓		
Air pressure differential adequate	✓		
Containment area well sealed/undamaged	✓		
Warning signs posted	✓		
All personnel protective equipment functional	✓		
Day's work planned and scheduled	✓		
Safety briefing conducted	✓		
Only authorized persons in work area	✓		
Adequate supplies, materials, tools on hand	✓		

POST-ASSESSMENT

Day's activities in accordance w/ specifications	✓		
Tools and equipment inventoried	✓		
All personal equipment inventoried	✓		
Debris properly bagged, labeled, and sealed	✓		
Work area cleaned	✓		
Work area secured	✓		

TESTING

	Yes	No	Quantity/Location
Personnel Air Samples	✓		
Request for Final Testing			

JOB HISTORY 5-20-13

Job No.: 1697

Safety Meeting Conducted: David cruz

Employee Comments/Concerns: none

Action Taken: wear PPE on site

7:00

8:00 A.M. loading tools

9:00 A.M. arrive job site
Begin poly prep - All critical
set neg pressure - Dicon

10:00 A.M.

11:00 A.M. continue prepping

12:00 P.M. all prep all critical complete
1230 - Begin wet Removal third Floor

1:00 P.M.

2:00 P.M. continue wet Removal

3:00 P.M. continue clean up and Bagging
double BAGS

4:00 P.M. BAGS out
430 leave Job site

5:00 P.M.

DO NOT WRITE ABOVE THIS DARK AREA - NO ESCRIBA EN LA PARTE SUPERIOR DEL AREA OSCURA

EMPLOYEE NAME	TIME IN	TIME OUT	TOTAL HRS.	PRE-CLEAN	POLY/ PREP	RMVL	DEMO	CLEAN	BAG - OUT	DMBLZ	OTHR *	SPRVSN	RSPRTR ½ FACE	EMPLOYEE SIGNATURE (SEE BELOW)
David Cruz	7 1230	12 430	9		4	4			1					
Elder Reyos	7 1230	12 430	9		4	4			1					
Patricia Maldonado	7 1230	12 430	9		4	4			1					
Fredy Hernandez	7 1230	12 430	9		4	4			1					
Thaddeus Carlton	7 1230	12 430	9		4	4			1					
PERCENT COMPLETE														

RESPIRATOR SYMBOLS: PAPR = P; HALF-FACE = 1/2; TYPE "C" = C

REMARKS:

NOTE: BY MY SIGNATURE ABOVE, I CERTIFY THAT DURING THE PERIOD SPECIFIED ABOVE, I HAVE NOT BEEN INJURED NOT WITNESSED AN ACCIDENT RESULTING IN INJURY TO SOMEONE ELSE, FAILURE TO REPORT ANY INJURY TO MY SUPERVISOR WILL RESULT IN TERMINATION.

NOTA: POR MI FIRMA, YO ASEGURO QUE DURANTE EL PERIODO ESPECIFICADO ANTERIORMENTE, YO NO HE SIDO LECIONADO NI HE SIDO TESTIGO DE NINGUN ACCIDENTE QUE LE HALLA SUSEDIDO A OTRA PERSONA, SI FALLO A REPORTAR ALGUNA A MI SUPERVISOR RESULTARA EN MI TERMINACION DE EMPLEO.

CONTRACTOR'S CERTIFICATION:
TO THE BEST OF MY KNOWLEDGE AND BELIEF, I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature

Title

JOB NAME: 1332 Metropolitan Parkway SW
JOB NUMBER: 1697
WORK AREA LOCATION: Atlanta, Georgia

DATE: 5-20-13

Monday

DPC General Contractors, Inc. • 2066 Weems Road, Tucker, Georgia 30084 • 404/373-0561 FAX 404/373-7720

MATERIAL INVENTORY - ATLANTA PROJECTS

JOB NO.: 1697
JOB NAME: 1332 Metropolitan Parkway SW

ITEM DESCRIPTION	QUAN RECV'D	UNIT	QUAN USED	ITEM DESCRIPTION	QUAN RECV'D	UNIT	QUAN USED
AMENDED WATER		GAL		NAILS		LBS	
ASBESTOS SIGNS – ENGLISH		EA	1	LO - ODOR ORANGE		GAL	
ASBESTOS SIGNS – SPANISH		EA		PAPR'S		EA	
ASBESTOS WARNING STICKERS		ROLL		PAPR FILTERS		EA	
BARRIER TAPE		ROLL		PLYWOOD		EA	
WARNING LABEL – RED		ROLL		POLY TUBING		ROLL	
BOOTIES FOR SUIT SHOES		PAIR		POLY - 3 MIL 12X100 - FR		ROLL	
BROOM – PUSH		EA		POLY - 4 MIL 20X100 - FR		ROLL	
BROOM – STANDARD		EA		POLY - 4 MIL X20 - CLR		ROLL	1
BOTTLE BRUSHES		EA		POLY - 6 MIL X20 - BLK		ROLL	
BRUSHES - LONG HANDLES		EA		POLY - 6 MIL X20 CLR		ROLL	
BRUSHES - SHORT HANDLES		EA		POLY - 6 MIL X20 - FR		ROLL	
BRUSHES – SOFT		EA		POLY - 6 MIL - REINFOR		ROLL	
BURLAP BAGS		EA		RAGS		LBS	
CAULKING		EA		SCRAPER - 1 INCH		EA	
DECON – PORTABLE		EA		SCRAPER - 3 INCH		EA	
DECON PANELS		EA		SAMPLING CASSETTES		EA	
DEGREASER		EA		SHOVEL - PLASTIC		EA	
BLACK BAGS - LBLD - 33X50		ROLL		SHAMPOO / SOAP		GAL	
BLACK BAGS - LBLD - 33X40		ROLL	2	SPRAY ADHESIVE		CS	
CLEAR BAGS - UNLBLD - 33X40		ROLL		SPRAY POLY		GAL	
BLACK BAGS - UNLBLD - 33X40		ROLL		SQUEEGIE REPLACE		EA	
ENCAPSULANT		GAL		STEEL SPONGE		DZ	
FLEX DUCT		FT		STAPLES		BOX	
GLOVEBAGS - EXT 60		CS		STEEL WOOL PADS		EA	
GLOVEBAGS - 72X110		CS		STRING LIGHTS		CS	
GLOVES - COTTON		DZ		SUITS		CS	1/2
½ FACE RESPIRATOR		EA		SURFACTANT		GAL	
½ FACE RESPIRATOR - FILTERS		EA		SURVIVAIR ½ MASK		EA	
HAND CART		EA		SURVIVAIR ½ FILTER		EA	
HANDY FOAM		CS		SURVIVAIR ORGANIC		EA	
KITTY LITTER		BAG		TAPE - 2"		CS	1/2
MOP HEADS		EA		TAPE - 3"		CS	
JOINT COMPOUND		GAL		TIE WIRE		ROLL	
				TOWELS		CS	
				TYPE C RESPIRATOR		EA	
LIST ADDITIONAL ITEMS:				WHEEL BARREL		EA	
				WIRE BRUSHES		EA	
ALCOHOL		GAL		WIRE BRUSHES - MINI		EA	
BLEACH		GAL		WIRE BRUSHES - CUP		EA	
DISINFECTANT		GAL		WIRE CUTTER		EA	
HEAVY DUTY CLEANER		GAL					
DEODORIZER		GAL		PEEL AWAY 1		GAL	
FIRST AID KIT		EA		3X3 PAPER SHEETS		PK	
MISCELLANEOUS ITEMS:							

DAILY PROJECT REPORT

JOB NUMBER:	**1697**	DATE: 5-21-13	
JOB NAME:	**1332 Metropolitan Parkway SW**	SUPERVISOR: David Cruz	
ADDRESS:	**1332 Metropolitan Parkway SW**	CONSULTANT: **S&ME, Inc.**	
	Atlanta, Georgia 30310		
WORK AREA:			

SUBCONTRACTORS/VISITORS

COMPANY/NAME	TIME IN	TIME OUT

PRE-ASSESSMENT

	Yes	No	Remarks
Decontamination unit integrity OK	✓		
Air filtration units functional	✓		
Air pressure differential adequate	✓		
Containment area well sealed/undamaged	✓		
Warning signs posted	✓		
All personnel protective equipment functional	✓		
Day's work planned and scheduled	✓		
Safety briefing conducted	✓		
Only authorized persons in work area	✓		
Adequate supplies, materials, tools on hand	✓		

POST-ASSESSMENT

Day's activities in accordance w/ specifications	✓		
Tools and equipment inventoried	✓		
All personal equipment inventoried	✓		
Debris properly bagged, labeled, and sealed	✓		
Work area cleaned	✓		
Work area secured	✓		

TESTING

	Yes	No	Quantity/Location
Personnel Air Samples	✓		
Request for Final Testing			

JOB HISTORY 5-21-13

Job No.: 1697

Safety Meeting Conducted:

Employee Comments/Concerns: none

Action Taken: shock tools

630 AM

8:00 A.M. 7:00 drive Job site

9:00 A.M. Begin Removal 2d Floor

10:00 A.M.

11:00 A.M. wet Removal

12:00 P.M. lunch

1:00 P.M. cont wet Removal

2:00 P.M.

230 clean up

3:00 P.M. and Bags out

4:00 P.M. leave Job site

5:00 P.M.

DO NOT WRITE ABOVE THIS DARK AREA - NO ESCRIBA EN LA PARTE SUPERIOR DEL AREA OSCURA

EMPLOYEE NAME	TIME IN	TIME OUT	TOTAL HRS.	PRE-CLEAN	POLY/ PREP	RMVL	DEMO	CLEAN	BAG - OUT	DMBLZ	OTHR *	SPRVSN	RSPRTR	EMPLOYEE SIGNATURE (SEE BELOW)
David cruz	7	16 4.30	9											
Elder Reyes			9											
Patricia Maldonado			9											
Fredy Hernandez			9											
theodorus Cotten			9											
anthoni wright			9											
Juan Zapata			4											
PERCENT COMPLETE														

RESPIRATOR SYMBOLS: PAPR = P; HALF-FACE = 1/2; TYPE "C" = C

REMARKS:

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NOTA: POR MI FIRMA, YO ASEGURO QUE DURANTE EL PERIODO ESPECIFICADO ANTERIORMENTE, YO NO HE SIDO LECIONADO NI HE SIDO TESTIGO DE NINGUN ACCIDENTE QUE LE HALLA SUSEDIDO A OTRA PERSONA, SI FALLO A REPORTAR ALGUNA A MI SUPERVISOR RESULTARA EN MI TERMINACION DE EMPLEO.

CONTRACTOR'S CERTIFICATION:
TO THE BEST OF MY KNOWLEDGE AND BELIEF, I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature

Title

JOB NAME: 1332 Metropolitan Parkway SW
JOB NUMBER: 1697
WORK AREA LOCATION: Atlanta, Georgia

DATE: 5-21-13
Tuesday

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MATERIAL INVENTORY - ATLANTA PROJECTS

JOB NO.: 1697
JOB NAME: 1332 Metropolitan Parkway SW

ITEM DESCRIPTION	QUAN RECV'D	UNIT	QUAN USED	ITEM DESCRIPTION	QUAN RECV'D	UNIT	QUAN USED
AMENDED WATER		GAL		NAILS		LBS	
ASBESTOS SIGNS – ENGLISH		EA		LO - ODOR ORANGE		GAL	
ASBESTOS SIGNS – SPANISH		EA		PAPR'S		EA	
ASBESTOS WARNING STICKERS		ROLL		PAPR FILTERS		EA	
BARRIER TAPE		ROLL		PLYWOOD		EA	
WARNING LABEL – RED		ROLL		POLY TUBING		ROLL	
BOOTIES FOR SUIT SHOES		PAIR		POLY - 3 MIL 12X100 - FR		ROLL	
BROOM – PUSH		EA		POLY - 4 MIL 20X100 - FR		ROLL	
BROOM – STANDARD		EA		POLY - 4 MIL X20 - CLR		ROLL	
BOTTLE BRUSHES		EA		POLY - 6 MIL X20 - BLK		ROLL	
BRUSHES - LONG HANDLES		EA		POLY - 6 MIL X20 CLR		ROLL	
BRUSHES - SHORT HANDLES		EA		POLY - 6 MIL X20 - FR		ROLL	
BRUSHES – SOFT		EA		POLY - 6 MIL - REINFOR		ROLL	
BURLAP BAGS		EA		RAGS		LBS	
CAULKING		EA		SCRAPER - 1 INCH		EA	
DECON – PORTABLE		EA		SCRAPER - 3 INCH		EA	
DECON PANELS		EA		SAMPLING CASSETTES		EA	
DEGREASER		EA		SHOVEL - PLASTIC		EA	
BLACK BAGS - LBLD - 33X50		ROLL	1	SHAMPOO / SOAP		GAL	
BLACK BAGS - LBLD - 33X40		ROLL		SPRAY ADHESIVE		CS	
CLEAR BAGS - UNLBLD - 33X40		ROLL		SPRAY POLY		GAL	
BLACK BAGS - UNLBLD - 33X40		ROLL		SQUEEGIE REPLACE		EA	
ENCAPSULANT		GAL		STEEL SPONGE		DZ	
FLEX DUCT		FT		STAPLES		BOX	
GLOVEBAGS - EXT 60		CS		STEEL WOOL PADS		EA	
GLOVEBAGS - 72X110		CS		STRING LIGHTS		CS	
GLOVES - COTTON		DZ		SUITS		CS	1/2
½ FACE RESPIRATOR		EA		SURFACTANT		GAL	
½ FACE RESPIRATOR - FILTERS		EA		SURVIVAIR ½ MASK		EA	
HAND CART		EA		SURVIVAIR ½ FILTER		EA	
HANDY FOAM		CS		SURVIVAIR ORGANIC		EA	
KITTY LITTER		BAG		TAPE - 2"		CS	
MOP HEADS		EA		TAPE - 3"		CS	
JOINT COMPOUND		GAL		TIE WIRE		ROLL	
				TOWELS		CS	
				TYPE C RESPIRATOR		EA	
LIST ADDITIONAL ITEMS:				WHEEL BARREL		EA	
				WIRE BRUSHES		EA	
ALCOHOL		GAL		WIRE BRUSHES - MINI		EA	
BLEACH		GAL		WIRE BRUSHES - CUP		EA	
DISINFECTANT		GAL		WIRE CUTTER		EA	
HEAVY DUTY CLEANER		GAL					
DEODORIZER		GAL		PEEL AWAY 1		GAL	
FIRST AID KIT		EA		3X3 PAPER SHEETS		PK	
MISCELLANEOUS ITEMS:							

DAILY PROJECT REPORT

JOB NUMBER:	**1697**	DATE: 5-22-13	
JOB NAME:	**1332 Metropolitan Parkway SW**	SUPERVISOR: David [illegible]	
ADDRESS:	**1332 Metropolitan Parkway SW**	CONSULTANT: **S&ME, Inc.**	
	Atlanta, Georgia 30310		
WORK AREA:			

SUBCONTRACTORS/VISITORS

COMPANY/NAME	TIME IN	TIME OUT

PRE-ASSESSMENT

	Yes	No	Remarks
Decontamination unit integrity OK	✓		
Air filtration units functional	✓		
Air pressure differential adequate	✓		
Containment area well sealed/undamaged	✓		
Warning signs posted	✓		
All personnel protective equipment functional	✓		
Day's work planned and scheduled	✓		
Safety briefing conducted	✓		
Only authorized persons in work area	✓		
Adequate supplies, materials, tools on hand	✓		

POST-ASSESSMENT

Day's activities in accordance w/ specifications	✓		
Tools and equipment inventoried	✓		
All personal equipment inventoried	✓		
Debris properly bagged, labeled, and sealed	✓		
Work area cleaned	✓		
Work area secured	✓		

TESTING

	Yes	No	Quantity/Location
Personnel Air Samples	✓		
Request for Final Testing			

JOB HISTORY

Job No.: 1697

Safety Meeting Conducted:

Employee Comments/Concerns:

Action Taken: Short PPE
130 - unloading RACS

8:00 A.M. Begin wet Removal 1st Floor

9:00 A.M. Cont Removal wet and
Begin

10:00 A.M.

11:00 A.M. wet Removal

12:00 P.M. lunch

1:00 P.M. continue Removal wet and Begin

2:00 P.M. wet Removal

3:00 P.M. clean up
Dmt Bags out

4:00 P.M.
430 - Leave Job site

5:00 P.M.

DO NOT WRITE ABOVE THIS DARK AREA - NO ESCRIBA EN LA PARTE SUPERIOR DEL AREA OSCURA

EMPLOYEE NAME	TIME IN	TIME OUT	TOTAL HRS.	PRE-CLEAN	POLY/ PREP	RMVL	DEMO	CLEAN	BAG - OUT	DMBLZ	OTHR *	SPRVSN	RSPRTR	EMPLOYEE SIGNATURE (SEE BELOW)
David cruz	630	12	10											
	1230	530												
Elder Reyes			10											
patricia mcdonald			10											
Fredy Hernandez			10											
thaddeus carthon			10											
anthoni wright			10											
PERCENT COMPLETE														

RESPIRATOR SYMBOLS: PAPR = P; HALF-FACE = 1/2; TYPE "C" = C

REMARKS:

NOTE: BY MY SIGNATURE ABOVE, I CERTIFY THAT DURING THE PERIOD SPECIFIED ABOVE, I HAVE NOT BEEN INJURED NOT WITNESSED AN ACCIDENT RESULTING IN INJURY TO SOMEONE ELSE, FAILURE TO REPORT ANY INJURY TO MY SUPERVISOR WILL RESULT IN TERMINATION.

NOTA: POR MI FIRMA, YO ASEGURO QUE DURANTE EL PERIODO ESPECIFICADO ANTERIORMENTE, YO NO HE SIDO LECIONADO NI HE SIDO TESTIGO DE NINGUN ACCIDENTE QUE LE HALLA SUSEDIDO A OTRA PERSONA, SI FALLO A REPORTAR ALGUNA A MI SUPERVISOR RESULTARA EN MI TERMINACION DE EMPLEO.

CONTRACTOR'S CERTIFICATION:
TO THE BEST OF MY KNOWLEDGE AND BELIEF, I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature

Title

JOB NAME: 1332 Metropolitan Parkway SW
JOB NUMBER: 1697
WORK AREA LOCATION: Atlanta, Georgia

DATE: 5-22-13
Wed

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MATERIAL INVENTORY - ATLANTA PROJECTS

JOB NO.: 1697
JOB NAME: 1332 Metropolitan Parkway SW

ITEM DESCRIPTION	QUAN RECV'D	UNIT	QUAN USED	ITEM DESCRIPTION	QUAN RECV'D	UNIT	QUAN USED
AMENDED WATER		GAL		NAILS		LBS	
ASBESTOS SIGNS – ENGLISH		EA		LO - ODOR ORANGE		GAL	
ASBESTOS SIGNS – SPANISH		EA		PAPR'S		EA	
ASBESTOS WARNING STICKERS		ROLL		PAPR FILTERS		EA	
BARRIER TAPE		ROLL		PLYWOOD		EA	
WARNING LABEL – RED		ROLL		POLY TUBING		ROLL	
BOOTIES FOR SUIT SHOES		PAIR		POLY - 3 MIL 12X100 - FR		ROLL	
BROOM – PUSH		EA		POLY - 4 MIL 20X100 - FR		ROLL	
BROOM – STANDARD		EA		POLY - 4 MIL X20 - CLR		ROLL	
BOTTLE BRUSHES		EA		POLY - 6 MIL X20 - BLK		ROLL	
BRUSHES - LONG HANDLES		EA		POLY - 6 MIL X20 CLR		ROLL	
BRUSHES - SHORT HANDLES		EA		POLY - 6 MIL X20 - FR		ROLL	
BRUSHES – SOFT		EA		POLY - 6 MIL - REINFOR		ROLL	
BURLAP BAGS		EA		RAGS		LBS	
CAULKING		EA		SCRAPER - 1 INCH		EA	
DECON – PORTABLE		EA		SCRAPER - 3 INCH		EA	
DECON PANELS		EA		SAMPLING CASSETTES		EA	
DEGREASER		EA		SHOVEL - PLASTIC		EA	
BLACK BAGS - LBLD - 33X50		ROLL		SHAMPOO / SOAP		GAL	
BLACK BAGS - LBLD - 33X40		ROLL	4	SPRAY ADHESIVE		CS	
CLEAR BAGS - UNLBLD - 33X40		ROLL		SPRAY POLY		GAL	
BLACK BAGS - UNLBLD - 33X40		ROLL		SQUEEGIE REPLACE		EA	
ENCAPSULANT		GAL		STEEL SPONGE		DZ	
FLEX DUCT		FT		STAPLES		BOX	
GLOVEBAGS - EXT 60		CS		STEEL WOOL PADS		EA	
GLOVEBAGS - 72X110		CS		STRING LIGHTS		CS	
GLOVES - COTTON		DZ		SUITS		CS	8/2
½ FACE RESPIRATOR		EA		SURFACTANT		GAL	
½ FACE RESPIRATOR - FILTERS		EA		SURVIVAIR ½ MASK		EA	
HAND CART		EA		SURVIVAIR ½ FILTER		EA	
HANDY FOAM		CS		SURVIVAIR ORGANIC		EA	
KITTY LITTER		BAG		TAPE - 2"		CS	5 Em
MOP HEADS		EA		TAPE - 3"		CS	
JOINT COMPOUND		GAL		TIE WIRE		ROLL	
				TOWELS		CS	
				TYPE C RESPIRATOR		EA	
LIST ADDITIONAL ITEMS:				WHEEL BARREL		EA	
				WIRE BRUSHES		EA	
ALCOHOL		GAL		WIRE BRUSHES - MINI		EA	
BLEACH		GAL		WIRE BRUSHES - CUP		EA	
DISINFECTANT		GAL		WIRE CUTTER		EA	
HEAVY DUTY CLEANER		GAL					
DEODORIZER		GAL		PEEL AWAY 1		GAL	
FIRST AID KIT		EA		3X3 PAPER SHEETS		PK	
MISCELLANEOUS ITEMS:							

DAILY PROJECT REPORT

JOB NUMBER:	**1697**	DATE: 5-23-13	
JOB NAME:	**1332 Metropolitan Parkway SW**	SUPERVISOR: David Cruz	
ADDRESS:	**1332 Metropolitan Parkway SW**	CONSULTANT: **S&ME, Inc.**	
	Atlanta, Georgia 30310		
WORK AREA:			

SUBCONTRACTORS/VISITORS

COMPANY/NAME	TIME IN	TIME OUT

PRE-ASSESSMENT

	Yes	No	Remarks
Decontamination unit integrity OK	✓		
Air filtration units functional	✓		
Air pressure differential adequate	✓		
Containment area well sealed/undamaged	✓		
Warning signs posted	✓		
All personnel protective equipment functional	✓		
Day's work planned and scheduled	✓		
Safety briefing conducted	✓		
Only authorized persons in work area	✓		
Adequate supplies, materials, tools on hand	✓		

POST-ASSESSMENT

Day's activities in accordance w/ specifications	✓		
Tools and equipment inventoried	✓		
All personal equipment inventoried	✓		
Debris properly bagged, labeled, and sealed	✓		
Work area cleaned	✓		
Work area secured	✓		

TESTING

	Yes	No	Quantity/Location
Personnel Air Samples	✓		
Request for Final Testing			

JOB HISTORY 5-23-13

Job No.: 1697

Safety Meeting Conducted:

Employee Comments/Concerns:

Action Taken:

6:30 AM
8:00 A.M. Begin Removal Joint Compound
mechanical Room

9:00 A.M. wet Removal

10:00 A.M. Begin Removal Pulpit location

11:00 A.M. continue wet Removal
and clean up

12:00 P.M.

1:00 P.M. Begin wet Removal Extra work
695. SF at Basement location

2:00 P.M.
continue mastic Removal

3:00 P.M. Clean up
and pacs out

4:00 P.M.
4:30

5:00 P.M.

DO NOT WRITE ABOVE THIS DARK AREA - NO ESCRIBA EN LA PARTE SUPERIOR DEL AREA OSCURA

EMPLOYEE NAME	TIME IN	TIME OUT	TOTAL HRS.	PRE-CLEAN	POLY/ PREP	RMVL	DEMO	CLEAN	BAG - OUT	DMBLZ	OTHR	SPRVSN	RSPRTR 1/2 FACE	EMPLOYEE SIGNATURE (SEE BELOW)
David cruz	6:30	4:30	9											
Eliddors Reyes			9											
Dalrian moldonado			9											
anthoni wright			9											
thadder carter			9											
PERCENT COMPLETE														

RESPIRATOR SYMBOLS: PAPR = P; HALF-FACE = 1/2; TYPE "C" = C

REMARKS:

NOTE: BY MY SIGNATURE ABOVE, I CERTIFY THAT DURING THE PERIOD SPECIFIED ABOVE, I HAVE NOT BEEN INJURED NOT WITNESSED AN ACCIDENT RESULTING IN INJURY TO SOMEONE ELSE, FAILURE TO REPORT ANY INJURY TO MY SUPERVISOR WILL RESULT IN TERMINATION.

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CONTRACTOR'S CERTIFICATION:
TO THE BEST OF MY KNOWLEDGE AND BELIEF, I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature

Title S

JOB NAME: 1332 Metropolitan Parkway SW
JOB NUMBER: 1697
WORK AREA LOCATION: Atlanta, Georgia

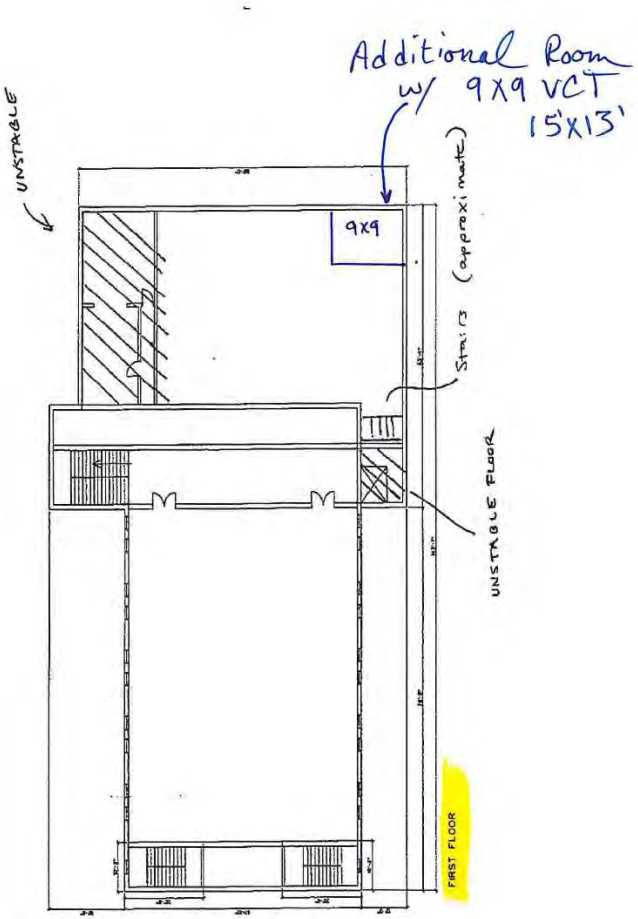
DATE: 5/23-13
Thursday

DPC General Contractors, Inc. • 2066 Weems Road, Tucker, Georgia 30084 • 404/373-0561 FAX 404/373-7720

MATERIAL INVENTORY - ATLANTA PROJECTS

JOB NO.: 1697
JOB NAME: 1332 Metropolitan Parkway SW

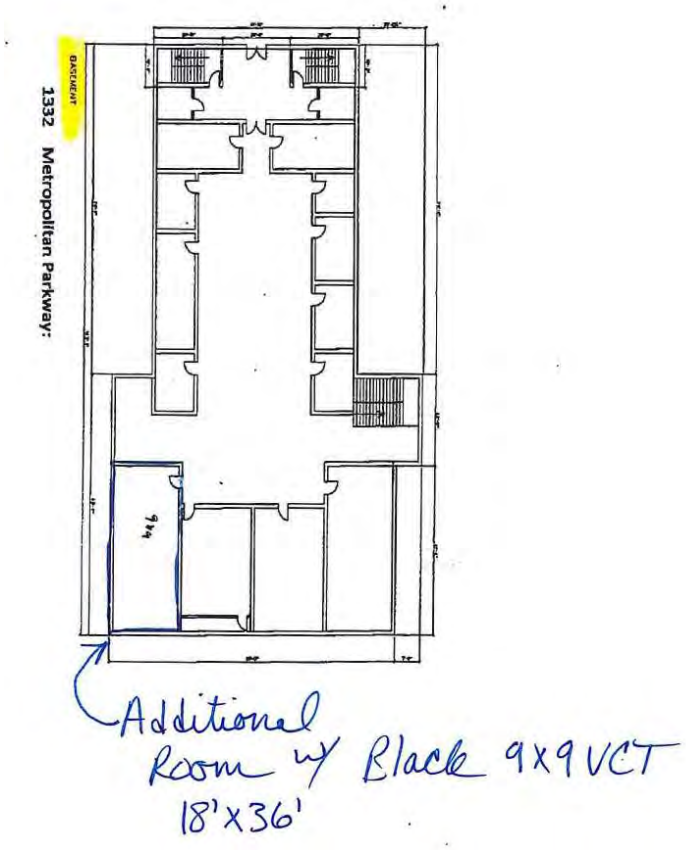
ITEM DESCRIPTION	QUAN RECV'D	UNIT	QUAN USED	ITEM DESCRIPTION	QUAN RECV'D	UNIT	QUAN USED
AMENDED WATER		GAL		NAILS		LBS	
ASBESTOS SIGNS – ENGLISH		EA		LO - ODOR ORANGE		GAL	10
ASBESTOS SIGNS – SPANISH		EA		PAPR'S		EA	
ASBESTOS WARNING STICKERS		ROLL		PAPR FILTERS		EA	
BARRIER TAPE		ROLL		PLYWOOD		EA	
WARNING LABEL – RED		ROLL		POLY TUBING		ROLL	
BOOTIES FOR SUIT SHOES		PAIR		POLY - 3 MIL 12X100 - FR		ROLL	
BROOM – PUSH		EA		POLY - 4 MIL 20X100 - FR		ROLL	
BROOM – STANDARD		EA		POLY - 4 MIL X20 - CLR		ROLL	
BOTTLE BRUSHES		EA		POLY - 6 MIL X20 - BLK		ROLL	
BRUSHES - LONG HANDLES		EA		POLY - 6 MIL X20 CLR		ROLL	
BRUSHES - SHORT HANDLES		EA		POLY - 6 MIL X20 - FR		ROLL	
BRUSHES – SOFT		EA		POLY - 6 MIL - REINFOR		ROLL	
BURLAP BAGS		EA		RAGS		LBS	10
CAULKING		EA		SCRAPER - 1 INCH		EA	
DECON – PORTABLE		EA		SCRAPER - 3 INCH		EA	
DECON PANELS		EA		SAMPLING CASSETTES		EA	
DEGREASER		EA		SHOVEL - PLASTIC		EA	
BLACK BAGS - LBLD - 33X50		ROLL		SHAMPOO / SOAP		GAL	
BLACK BAGS - LBLD - 33X40		ROLL		SPRAY ADHESIVE		CS	
CLEAR BAGS - UNLBLD - 33X40		ROLL	2	SPRAY POLY		GAL	
BLACK BAGS - UNLBLD - 33X40		ROLL		SQUEEGIE REPLACE		EA	
ENCAPSULANT		GAL		STEEL SPONGE		DZ	
FLEX DUCT		FT		STAPLES		BOX	
GLOVEBAGS - EXT 60		CS		STEEL WOOL PADS		EA	
GLOVEBAGS - 72X110		CS		STRING LIGHTS		CS	
GLOVES - COTTON		DZ		SUITS		CS	1/2
½ FACE RESPIRATOR		EA		SURFACTANT		GAL	
½ FACE RESPIRATOR - FILTERS		EA		SURVIVAIR ½ MASK		EA	
HAND CART		EA		SURVIVAIR ½ FILTER		EA	
HANDY FOAM		CS		SURVIVAIR ORGANIC		EA	
KITTY LITTER		BAG		TAPE - 2"		CS	
MOP HEADS		EA		TAPE - 3"		CS	
JOINT COMPOUND		GAL		TIE WIRE		ROLL	
				TOWELS		CS	
				TYPE C RESPIRATOR		EA	
LIST ADDITIONAL ITEMS:				WHEEL BARREL		EA	
				WIRE BRUSHES		EA	
ALCOHOL		GAL		WIRE BRUSHES - MINI		EA	
BLEACH		GAL		WIRE BRUSHES - CUP		EA	
DISINFECTANT		GAL		WIRE CUTTER		EA	
HEAVY DUTY CLEANER		GAL					
DEODORIZER		GAL		PEEL AWAY 1		GAL	
FIRST AID KIT		EA		3X3 PAPER SHEETS		PK	
MISCELLANEOUS ITEMS:							



1	Additional Room on First Floor

2	Corresponding Photograph of additional 9” x 9” VCT in First Floor room.

S&ME	**Proposed Stewart-Lakewood Library Project** **1332 Metropolitan Parkway, Atlanta, Fulton Co., Georgia**	S&ME Project #1804-12-360A	
		Taken by: KS	Date Taken: May 2013



3	Additional Room on Basement Floor

4	Corresponding Photograph of additional 9” x 9” VCT in Basement Floor room.

APPENDIX II

EMSL Analytical, Inc
2205 Corporate Plaza Parkway SE, Suite 200, Smyrna, GA 30080
Phone/Fax: (770) 956-9150 / (770) 956-9181
http://www.emsl.com atlantalab@emsl.com

EMSL Order:	071302763
CustomerID:	DPC62
CustomerPO:	1697
ProjectID:	

Attn: **Jennifer Feldhaeusser**
DPC General Contracting, Inc.
2066 Weems Road
Tucker, GA 30084

Phone:	(404) 373-0561
Fax:	(404) 373-7720
Received:	06/05/13 12:00 PM
Analysis Date:	6/6/2013
Collected:	5/24/2013

Project: **1697**

Test Report: Fiber Analysis of Air Samples via NIOSH 7400, Revision 3, Issue 2, 8/15/94 (with 8 Hour Time Weighted Average)

Samples for 1332 Metropolitan Parkway

Sample	*Activity*	*Sample Start Date*	*Sample End Date*	*Rate (l/min)*	*Volume (liters)*	*Fibers*	*Fields*	*LOD (fib/cc)*	*Fibers/ mm²*	*Fibers/ cc*
1697 *071302763-0001*	1332 Metropolitan Parkway	5/21/2013 8:30 AM Included in TWA.	5/21/2013 4:00 PM	2.5	1125.00	62.5	100	0.002	79.6	0.027
Summary for 1332 Metropolitan Parkway on 5/21/2013			**8 Hour Time-Weighted Average:**				**0.025**	**Fibers/cc**		
1697 *071302763-0002*	1332 Metropolitan Parkway	5/22/2013 8:00 AM Included in TWA.	5/22/2013 4:00 PM	2	960.00	<5.5	100	0.003	<7.0	<0.003
Summary for 1332 Metropolitan Parkway on 5/22/2013			**8 Hour Time-Weighted Average:**				**< 0.003**	**Fibers/cc**		
1697 *071302763-0003*	1332 Metropolitan Parkway	5/23/2013 8:00 AM Included in TWA.	5/23/2013 4:00 PM	2	960.00	5.5	100	0.003	7.01	0.003
Summary for 1332 Metropolitan Parkway on 5/23/2013			**8 Hour Time-Weighted Average:**				**0.003**	**Fibers/cc**		
1697 *071302763-0004*	1332 Metropolitan Parkway	5/24/2013 8:30 AM Included in TWA.	5/24/2013 4:00 PM	2.5	1125.00	53.0	100	0.002	67.5	0.023
Summary for 1332 Metropolitan Parkway on 5/24/2013			**8 Hour Time-Weighted Average:**				**0.022**	**Fibers/cc**		

Analyst(s)
Christopher Rosario (1)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

Limit of detection is 7 fibers/mm². Intra-laboratory Sr values: 5-20 fibers = 0.19, 21-50 fibers = 0.18, 51-100 fibers = 0.20. Inter-laboratory Sr values (Average of EMSL round robin data) = 0.29. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. EMSL is not responsible for data reported in fibers/cc, which is dependent on volume collected by non-laboratory personnel. Results have been blank corrected as applicable. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc Smyrna, GA

No discernable field blank sample(s) submitted with this sample set.

Initial report from 06/06/2013 15:53:15

THIS IS THE LAST PAGE OF THE REPORT.

CHAIN OF CUSTODY TRANSMITTAL SHEET

Project Name 1332 Metropolitan Parkway SW

Address 1332 Metropolitan Parkway SW
Atlanta, Georgia 30310

DPC Project No. 1697

PO No.

Turn Around

No. of Samples

Test Type

Sample ID	Location	LPM	ON	OFF	TIME	VOLUME
010-01	Fredy Hernandez	2.5	1230	4:30	4	1.9

Submitted By:

Received By:

Date Received:

Condition of Samples:

COMMENTS:

Bill To: DPC General Contractors, Inc.
2066 Weems Road
Tucker, Georgia 30084

Phone: 404-373-0561
Fax: 404-373-7720

CHAIN OF CUSTODY TRANSMITTAL SHEET

Project Name 1332 Metropolitan Parkway SW

Address 1332 Metropolitan Parkway SW
Atlanta, Georgia 30310

DPC Project No. 1697

PO No.

Turn Around

Test Type

No. of Samples

Sample ID	Location	LPM	ON	OFF	TIME	VOLUME
00. 02	Freddy Hernandez	2.5	8 am	4 pm	8	1.0

Submitted By:

Received By:

Date Received:

Condition of Samples:

COMMENTS:

Bill To: DPC General Contractors, Inc.
2066 Weems Road
Tucker, Georgia 30084

Phone: 404-373-0561
Fax: 404-373-7720

CHAIN OF CUSTODY TRANSMITTAL SHEET

Project Name 1332 Metropolitan Parkway SW

Address 1332 Metropolitan Parkway SW
Atlanta, Georgia 30310

DPC Project No. 1697

PO No.

Turn Around

No. of Samples

Test Type

Sample ID	Location	LPM	ON	OFF	TIME	VOLUME
20 - 05	anthony	2.5	720	1:30	9	1.9

Submitted By:

Received By:

Date Received:

Condition of Samples:

COMMENTS:

Bill To: DPC General Contractors, Inc.
2066 Weems Road
Tucker, Georgia 30084

Phone: 404-373-0561
Fax: 404-373-7720

CHAIN OF CUSTODY TRANSMITTAL SHEET

Project Name 1332 Metropolitan Parkway SW

Address 1332 Metropolitan Parkway SW
Atlanta, Georgia 30310

DPC Project No. 1697

PO No.

Turn Around

Test Type

No. of Samples

Sample ID	Location	LPM	ON	OFF	TIME	VOLUME
DOW 04	David Cruz	2.5	730	330	8	1.9

Submitted By:

Received By:

Date Received:

Condition of Samples:

COMMENTS:

Bill To: DPC General Contractors, Inc.
2066 Weems Road
Tucker, Georgia 30084

Phone: 404-373-0561
Fax: 404-373-7720

APPENDIX III

DPC Job No.: 1697

GEORGIA PROJECT NOTIFICATION FORM FOR ASBESTOS RENOVATION, ENCAPSULATION, OR DEMOLITION

ARE YOU SUBMITTING AN ADVANCE NOTIFICATION? EPD STRONGLY DISCOURAGES SUBMITTAL OF ADVANCE NOTIFICATIONS, BUT IF IT IS ENTIRELY UNAVOIDABLE, CHECK (□) THE BOX BELOW AND FAX THE FIRST PAGE ONLY OF THIS FORM TO (404) 362-2563. WHEN SUBMITTING AN ADVANCE NOTIFICATION, YOU ARE STILL REQUIRED TO COMPLETE THIS FORM IN ITS ENTIRETY AND SUBMIT IT VIA MAIL TO THE ADDRESS PROVIDED. EPD NO LONGER ACCEPTS 'FAX ONLY' DOCUMENTS!!

PLEASE ACCEPT THIS FORM AS ADVANCE NOTIFICATION OF THE PROJECT DESCRIBED BELOW: □

PERSON SUBMITTING ADVANCE NOTIFICATION: Jennifer Feldhaeusser CONTACT PHONE: 404.373.0561

FAILURE TO SUBMIT ACCURATE AND COMPLETE FORMS WITHIN THE REQUIRED TIME FRAME AND AS INSTRUCTED MAY RESULT IN ENFORCEMENT ACTIVITY BY EPD! INCOMPLETE OR INACCURATE FORMS WILL BE REJECTED AND RETURNED. USE AN ATTACHMENT TO PROVIDE ADDITIONAL INFORMATION FOR ANY SECTION WHEN NEEDED TO PROVIDE COMPLETE DETAILS.

DO NOT LEAVE ANY SECTION BLANK - INSERT UNKNOWN OR N/A IF NEEDED!

FOR PROJECTS WHERE FEES ARE DUE:
EPD ASBESTOS FEES LOCKBOX
POST OFFICE BOX 101173
ATLANTA, GEORGIA 30392
(SEE SECTION 6 FOR FEE CALCULATION INSTRUCTIONS)

FOR PROJECTS WHERE FEES ARE NOT DUE:
EPD ASBESTOS PROGRAM
ATTN: ASBESTOS NOTIFICATIONS
4244 INTERNATIONAL PARKWAY, SUITE 104
ATLANTA, GEORGIA 30334

SECTION 1A - TYPE OF NOTICE (USE THE APPROPRIATE CHECKBOX TO INDICATE THE TYPE OF NOTICE YOU ARE SUBMITTING)

☒ **ORIGINAL INITIAL** □ **ANNUAL BLANKET ($1,000.00 FEE DUE NOW)** □ **CANCELLATION**

□ **REVISION** (IF REVISION, REVISION #_____) REVISION NOTE: CHECK THE REVISION BOX IN THE SECTION BEING REVISED AND INSERT THE CORRECTED INFORMATION WHERE APPROPRIATE

SECTION 1B - TYPE OF PROJECT CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL □

☒ RENOVATION/ABATEMENT *ONLY* □ RENOVATION/ABATEMENT *PRIOR TO* DEMOLITION □ ENCAPSULATION
□ DEMOLITION ONLY □ JOINT DEMOLITION/RENOVATION □ ORDERED DEMOLITION
□ EMERGENCY (SEE ASBESTOS RULES FOR DEFINITION OF EMERGENCY) □ COURTESY (FOR NON-FRIABLE PROJECTS OR UNDER TRIGGER QUANTITY PROJECTS *ONLY*!!)

SECTION 2 - SITE INFORMATION CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL □

PROJECT NAME: **1332 Metropolitan Parkway**
PROJECT ADDRESS: **1332 Metropolitan Parkway SW**
PROJECT CITY: **Atlanta** ZIP: **30310** COUNTY: **Fulton CO**
NEAREST MAJOR INTERSECTION:
BLDG SIZE IN SQ. FT: **Unknown** AGE OF BUILDING IN YRS: **Unknown** NUMBER OF FLOORS IN BUILDING: **Unk**
SPECIFIC LOCATION IN BUILDING OF ASBESTOS BEING REMOVED: **Various Locations**

SECTION 3A - ABATEMENT CONTRACTOR CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL □

ASBESTOS REMOVAL CONTRACTOR: **DPC GENERAL CONTRACTORS, INC.**
CONTRACTOR STREET ADDRESS: **2066 WEEMS ROAD** COMPANY CERTIFICATE #: **RN021 1**
CITY: **TUCKER** STATE: **GA** ZIP: **30084** PHONE: **404.373.0561** FAX:. **404.373.7720**
LICENSED AGENT: **O. D. SEVER** AGENT'S ID: **1506 1** EXPIRES: **03/03/2014** CELL PHONE: **404.456.2744**

3b Other Contractor CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL □

GENERAL/SUB/DEMOLITION CONTRACTOR: **S&ME, Inc.** JOB CONTRACT: **Patrick Baird**
OTHER CONTRACTOR STREET ADDRESS: **3380 Town Point Drive, Ste 140**
CITY: **Kennesaw** STATE: **GA** ZIP: **30009** PHONE: **770-919-0969** FAX: **770-919-2360**

SECTION 4 - ACM INFORMATION CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL □

IS ASBESTOS PRESENT? ☒ YES □ NO □ UNKNOWN □ FRIABLE ☒ NON-FRIABLE □ BOTH
DID AN AHERA ACCREDITED INSPECTOR INSPECT THIS SITE? □ YES □ NO ☒ ASSUMED ASBESTOS
INSPECTOR NAME: **Assumed** INSPECTOR PHONE: **404.373.3844**
ACCREDITATION COURSE: **UNK** CERTIFICATE NUMBER: **UNK** EXPIRES: **UNK**

SECTION 5 - WORK SCHEDULES (*10 WORKING DAY ADVANCE NOTIFICATION REQUIRED FOR NON-EMERGENCY NOTIFICATIONS!!*) CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL □

ABATEMENT START DATE	ABATEMENT END DATE	WORK DAYS (MON-SUN)	WORK HOURS (EX : 7-4)
05/20/13	02/24/13	MON-FRI	8:00AM-5:00PM

DEMOLITION START DATE	DEMOLITION END DATE	WORK DAYS (MON-SUN)	WORK HOURS (EX : 7-4)

REV083005F

SECTION 6 - ACM AMOUNTS, TYPE CODES, AND FEE CA' 'LATION
CHECK II CTION IS BEING REVISED FROM A PREVIOUS : MITTAL ☐

FIRST, LOCATE THE MATERIAL TO BE REMOVED IN **COLUMN A. COLUMN B** SHOWS THE USUAL NESHAP CATEGORY FOR THE MATERIAL. **COLUMN C** SHOWS THE CATEGORY THE MATERIAL WILL LIKELY BECOME DURING ABATEMENT, AND THAT **IS THE CODE THAT SHOULD BE USED FOR COMPLETING THIS FORM.** NOW, ENTER THE SQ. FT AND/OR L.F. AMOUNTS OF ACM TO BE ABATED DURING THIS PROJECT UNDER THE CORRECT HEADING ACCORDING TO TYPE IN **COLUMN D, E, AND/OR F.** THEN, LOCATE THE CORRESPONDING TYPE CODE(S) FOR THE MATERIAL(S) IN **COLUMN G** AND ENTER THE CODES IN THE SPACES PROVIDED BEFORE PROCEEDING TO THE FEE CALCULATION SECTION.

COL. A	COL. B			COL. C	SF OR LF AMOUNT TO BE ABATED DURING THIS PROJECT			COL. G1
ACM TYPE	USUAL NESHAPS CATEGORY			WILL LIKELY BECOME WHEN ABATED	COL. D CAT 1	COL. E CAT 2	COL. F RACM	ACM TYPE CODE
	CAT 1	CAT 2	RACM					
ASBESTOS ASPHALT SHINGLES	✓			1				AAS
ASBESTOS CEMENT (TRANSITE) PANELS		✓	✓	2 OR RACM				ACP
ASBESTOS CEMENT (TRANSITE) ROOFING		✓	✓	2 OR RACM				ACR
ASBESTOS CEMENT (TRANSITE) SIDING SHINGLES		✓	✓	RACM				ACS
ASBESTOS FLASHING	✓		✓	1				AF
ASBESTOS GASKET	✓		✓	1 OR RACM				AG
BOILER INSULATIAON			✓	RACM				BI
BUILT-UP ROOFING	✓		✓	1				BUR
COVE (BASEBOARD) MOLDING MASTIC	✓			1				CM
CEILING PLASTER			✓	RACM				CP
CEILING TILE			✓	RACM				CT
DUCT SEAM MASTIC	✓		✓	1				DSM
DUCT VIBRATION DAMPERS	✓		✓	1				DVD
EXTERIOR (OUTSIDE) DUCT INSULATION	✓		✓	RACM				EDI
FELT DUCT TAPE			✓	RACM				FDT
FLOOR MASTIC	✓		✓	1				FM
FIREPROOFING			✓	RACM				FP
FIREPROOFING AND OVERSPRAY			✓	RACM				FPO
FLOOR TILE	✓		✓	1	5,710sf			FT
FLOOR TILE AND MASTIC	✓		✓	1 OR RACM	1,200sf			FTM
INTERIOR (INSIDE) DUCT INSULATION	✓		✓	RACM				IDI
JOINT COMPOUND ONLY			✓	RACM				JC
LIGHT WEIGHT CONCRETE		✓	✓	2 OR RACM				LWC
OTHER (FLOOR LEVELING CMPD; CAULKING; ETC.)(Joint Compound)(Spray Applied Ceiling)	✓		✓	1 OR RACM				OTR
PIPE INSULATION STRAIGHT RUNS			✓	RACM				PI
PIPE INSULATION ELBOWS AND FITTINGS			✓	RACM				PIE
RESILIENT FLOOR COVERINGS (SHEET FLOORING, LINOLEUM)	✓		✓	1 OR RACM				RFC
ROOF MASTICS AND COATINGS	✓		✓	1				RMC
ROOF SILVER COATING	✓		✓	1 OR RACM				RSC
TEXTURED CEILING			✓	RACM				TC
TEXTURED CEILING PLASTER			✓	RACM				TCP
TANK INSULATION			✓	RACM				TI
WALLBOARD MUD AND JOINT COMPOUND			✓	RACM				WBJC
WINDOW CAULKING	✓		✓	1 OR RACM				WG
WALL PLASTER			✓	RACM				WP

COL. G2: Enter the ACM Type Codes From Col. G 1 For Each Category Below.
CAT 1: _____5,710sf Floor Tile__&___1,200sf of Floor Tile & Mastic_____
CAT 2: _____
RACM: _____

	COL. D TOTAL	COL. E TOTAL	COL. F TOTAL
	6,910sf	0	0

CALCULATING FEES - Now, Check The Box Next To The Project Type To Indicate Whether This Is A Residential Or Non-Residential Project.

BOX H. IS THIS A RESIDENTIAL PROJECT? ☐ YES (USE TOTAL FROM COL. F TO COMPLETE THIS SECTION)

RESIDENTIAL FEE SCHEDULE: 10¢ PER LF/SF OF FRIABLE ACM SUBJECT TO A MINIMUM FEE OF $25 AND A MAXIMUM FEE OF $50 PER RESIDENCE	RESIDENTIAL PROJECT COL. F TOTAL H (a)._____SF/LF	X .10 EQUALS	TOTAL FEES DUE AND PAYABLE NOW H (b). $_____ (NOT TO BE LESS THAN $25 OR MORE THAN $50)

BOX I. IS THIS A NON - RESIDENTIAL PROJECT? X YES (USE TOTAL FROM COL. F. TO COMPLETE THIS SECTION)

NON-RESIDENTIAL FEE SCHEDULE: 10¢ PER LF/SF OF FRIABLE ACM SUBJECT TO A MINIMUM FEE OF $25 AND A MAXIMUM FEE OF $1,000 PER FACILITY	NON-RESIDENTIAL PROJECT COL. F TOTAL I(a).__6,910sf__SF/LF	X .10 EQUALS	TOTAL FEES DUE AND PAYABLE NOW I (b). $_____ (NOT TO BE LESS THAN $25 OR MORE THAN $1,000)

Finally, Enter The Check Number For The Fee Payment You Are Submitting, Or Explain WHY The Fee Is Not Being Submitted And WHEN And By WHOM It Will Be Sent

CHECK NUMBER _____FOR THE AMOUNT SHOWN IN THE TOTAL FEES DUE COLUMN (S) ABOVE HAS BEEN SENT: ☐ YES
IF NOT, WHY NOT? _____

SECTION 7 - WASTE TRANSPORTER, DISP. L SITE, AND BUILDING OWNER INFORMATION
CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL ☐

WASTE TRANSPORTER

WASTE TRANSPORTER NAME **Cardinal Rolloff** | TRANSPORTER CONTACT PERSON: **Tiny**

TRANSPORTER'S MAILING ADDRESS: **P.O. BOX 56**

CITY: **TYRONE** | STATE: **GA** | ZIP: **30209** | PHONE: **770-306-6512** | FAX:

DISPOSAL SITE

DISPOSAL SITE NAME: **Safeguard Landfill – Branch 59** | DISPOSAL SITE COUNTY: **GWINNETT**

DISPOSAL SITE STREET ADDRESS: **6895 Roosevelt Hwy**

CITY: **Fairburn** | STATE: **GA** | ZIP: **30213** | PHONE: **770-969-0084** | FAX: **UNKNOWN**

PROJECT OWNER

PROJECT OWNER'S NAME: **West Plan Investors** | OWNER'S REPRESENTATIVE: **Bill Finn**

OWNER'S STREET ADDRESS: **55 Marietta Street**

OWNER'S MAILING ADDRESS (if different): **SAME**

CITY: **Atlanta** | STATE: **GA** | ZIP: **30303** | PHONE: **404-222-0050** | FAX: **404-222-0910**

SECTION 8 - WORK METHODS: METHOD OF DEMOLITION AND/OR RENOVATION ACTIVITY (DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED) CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL ☐

WET SPUD BAR AND/OR CHEMICAL AND/OR GLOVEBAG REMOVAL, CRITICAL BARRIERS, DECON UNITS, NEGATIVE AIR, VISUAL AND/OR PCM AND/OR TEM CLEARANCES, DOUBLE BAG IN 6-MIL POLY BAGS AND PLACE IN DUMPSTER FOR DISPOSAL. ALL METHODS AS APPLICABLE PER PROJECT.

SECTION 9 – ADDITIONAL PROJECT INFORMATION CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL ☐

WILL ASBESTOS REMAIN IN THE PROJECT AREA? ☒ NO ☐ YES ☐ UNKNOWN

EXPLAIN 'YES' OR 'UNKNOWN':

IF NO ASBESTOS IS PRESENT, WAS THIS PROJECT PREVIOUSLY ABATED? ☐ NO ☐ YES ☒ UNKNOWN

PRIOR ABATEMENT COMPANY: | YEAR ABATED:

THAT COMPANY CONTACT PERSON: | PHONE:

CERTIFICATION OF INFORMATION AND ACKNOWLEDGEMENT
CHECK IF SECTION IS BEING REVISED FROM A PREVIOUS SUBMITTAL ☐

I THE UNDERSIGNED CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF FEDERAL REGULATIONS (NESHAP/40 CFR PART 61 SUBPART M) WILL BE ON THE PROJECT SITE DURING DEMOLITION AND/OR RENOVATION ACTIVITIES DESCRIBED IN THE NOTIFICATION. EVIDENCE THAT THIS PERSON AND ALL OTHER PROJECT PERSONNEL HAVE ACCOMPLISHED THIS TRAINING WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS AND ANYTIME REGULATED ACTIVITIES ARE BEING CONDUCTED ON SITE. I FURTHERMORE UNDERSTAND THAT I AM RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED WITHIN THIS NOTIFICATION SUBMITTAL, AND FOR PROMPT SUBMITTAL OF ALL REVISIONS, SUPPORTING DOCUMENTS, AND PROJECT FEES.

PRINTED NAME OF AGENT/DESIGNEE: **Jennifer Feldhaeusser for DAVID SEVER**

SIGNATURE OF AGENT/DESIGNEE: s/ Jennifer Feldhaeusser | DATE: **05/13/2013**

REPRESENTING: ☐ OWNER ☐ CONSULTING FIRM ☐ OTHER TRADE CONTRACTOR OTHER TRADE TYPE:

☒ GA ABATEMENT CONTRACTOR | COMPANY CERTIFICATE # RN021 1 | EXPIRATION DATE: 03/03/2014

- **ALWAYS REFER TO THE INSTRUCTIONS WHEN IN DOUBT ABOUT PROPER COMPLETION OF ANY SECTION**
- **NEVER LEAVE BLANK SPACES – INSERT 'N/A' OR 'UNKNOWN' FOR ANY BLANK WHERE YOU DO NOT HAVE THE INFORMATION REQUESTED**
- **ALWAYS PRINT RESPONSES NEATLY AND LEGIBLY**
- **ALWAYS KEEP A COPY OF THIS FORM FOR YOUR RECORDS, AND PROVIDE COPIES TO ALL OTHER INVOLVED PARTIES**
- **DO NOT FAX THE ENTIRE NOTIFICATION WHEN SUBMITTING ADVANCE NOTIFICATIONS – USE THE FIRST PAGE ONLY OF THIS FORM. SUBMIT THE ENTIRE FORM VIA MAIL TO THE LOCKBOX FOR FEE PROJECTS OR TO THE EPD OFFICES FOR COURTESY & DEMOLITION NOTIFICATIONS**
- **EPD NO LONGER ACCEPTS 'FAX ONLY DOCUMENTS' – DO NOT FAX THE ENTIRE PROJECT NOTIFICATION – SUBMIT THE ENTIRE FORM VIA MAIL.**
- **NEVER SUBMIT PROJECTS WHERE FEES ARE DUE WITHOUT ATTACHING THE REQUIRED FEE CHECK OR MONEY ORDER**
- **NOTIFICATIONS WITH FEES MUST BE MAILED TO THE EPD ASBESTOS FEES POST OFFICE ADDRESS. NOTIFICATIONS WITHOUT FEES MAY BE MAILED DIRECTLY TO THE EPD OFFICES.**
- **DO NOT SUBMIT 'TWO-SIDED' PHOTO COPIES**

IT IS YOUR RESPONSIBILITY TO SUBMIT THIS FORM ACCURATELY COMPLETED AND ACCOMPANIED BY ALL APPLICABLE FEES. EFFECTIVE IMMEDIATELY, YOU WILL BE ISSUED A NOTICE OF DEFICIENCY FOR THE FIRST FAILURE TO SUBMIT A COMPLETE & ACCURATE FORM AND ALL APPLICABLE FEES, A NOTICE OF VIOLATION ON THE SECOND FAILURE, AND WILL BE REQUIRED TO ATTEND AN ENFORCEMENT CONFERENCE ON THE THIRD FAILURE. BEGINNING JULY 31, 2006, PROJECT NOTIFICATIONS SUBMITTED ON ANY FORM OTHER THAN THIS ONE FORMS WILL BE RETURNED AND YOU WILL BE REQUIRED TO RESUBMIT THE NOTIFICATION ON THE CORRECT FORM

DPC General Contractors, Inc. · 2066 Weems Road, Tucker, Georgia 30084 · 404/373-0561 FAX 404/373-7720

Date 3 / 13 /2013

CERTIFICATE OF WORKER'S RELEASE

Asbestos abatement for **ALL PROJECTS** performed by **DPC General Contractors, Inc.**, while I am employed with them.

A. In consideration of my employment by **DPC General Contractors, Inc.** in connection with the removal and disposal of asbestos, other work in asbestos contaminated work areas, and in consideration of the sum of ONE and No/100 ($1.00) dollars and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows.

1. I acknowledge and understand that I have been or will be employed in connection with the removal of, disposal of, or other treatment of asbestos, or other work in asbestos contaminated work areas, and I acknowledge that I have been advised of, in my native language, and I understand the dangers inherent in handling asbestos and breathing asbestos dust, including, but not limited to, THE FACT THAT ASBESTOS CAN CAUSE ASBESTOSIS AND IS A KNOWN CARCNOGEN AND CAN, THEREFORE, CAUSE VARIOUS TYPES OF CANCER.

2. I acknowledge and understand that ANY CONTACT WITH ASBESTOS, WHETHER IT CAN BE SEEN OR NOT, MAY CAUSE ASBESTOSIS AND VARIOUS FORMS OF CANCER, WHICH MAY NOT SHOW UP FOR MANY YEARS, and I covenant and agree faithfully to take all precautions required of me.

3. I knowingly assume all risks in connection with potential exposure to asbestos, and I do hereby, for myself and my heirs at law, release and forever discharge Owner, Owner's Representatives, Architect, Independent Testing Laboratory or Engineers employed by the Owner, Owner's Representative, Architect and all of their Directors, Officers, Employees, Nominees, Personnel Representatives, Affiliates, Successors and Assigns from and against any and all liability whatsoever, at common law or otherwise, except any rights which the undersigned may have under the provisions of the applicable workmen compensation laws. Except as specifically set forth herein I hereby waive and relinquish any and all claims of every nature which I now have or may have or claim to have which are in any way directly or indirectly, related to exposure to asbestos and asbestos containing materials.

4. I hereby warrant and represent that I have not been disabled, laid off or compensated in damages or otherwise because of the disease of asbestos or any form of cancer.

CERTIFICATE OF INVOLVEMENT IN MEDICAL SURVEILLANCE PROGRAM

I hereby certify that I am actively involved in the employee medical surveillance program of **DPC General Contractors, Inc.** in conformity with US Department of Labor, Occupational Safety and Health Administration, Title 29 CFR Park 1926.58

By my signature below, I acknowledge receipt of the following documents pertaining to my physical examination:

1. Physician's Written Opinion Form
2. Physical Examination Record
3. Roentgen graphic Interpretation
4. Asbestos Initial Medical Questionnaire
5. Spiro meter Data Record

RESPIRATOR TRAINING PROGRAM ACKNOWLEDGEMENT

I hereby certify that I have been trained in the use, care and inspection of the respirator(s) and I have had the opportunity to wear and fit-test the respirator(s) I may use. I acknowledge my understanding of the following terms:

1. Explanation of the ramification of misuse
2. Discussion of why engineering controls cannot be used and instead of respiratory equipment
3. Why the particular respirator was selected
4. Limitation of the selected respirator
5. Maintenance of the respirator
6. Recognizing and handling emergency situation
7. Inspecting the respirator
8. Use of air purifying and air-supplied respiratory equipment
9. Purpose of medical evaluation
10. Proper fit-testing techniques

Thaddeus Coppla
Signature

Thaddeus Coppla
Print/Type Name

XXX-XX- 0797
Social Security Number

Jennifer M. Feldhaeuser
Notary Public/Commission Expires:

JENNIFER M FELDHAEUSER
NOTARY PUBLIC
GWINNETT COUNTY
MY COMMISSION EXPIRES
GEORGIA

APPENDIX IV

WASTE INDUSTRIES

No. 1065395

Job# 16915

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

If waste is asbestos waste, complete Sections I, II, III, and IV. If waste is NOT asbestos waste, complete only Sections I, II, and III.

Section I. GENERATOR (Generator complete all of Section I.)

a. Generator Name: GRC General Contractors

b. Address: 2065 Weems Rd
Tucker, GA 30084

c. Phone No.: (404) 373-0561

d. Generating Location: 1332 Metropolitan Parkway SW

e. Address: 1332 Metropolitan Parkway SW
Atlanta, GA 30310 County: Fulton

f. Phone No.: 770-614-0469

If Owner of the generating facility differs from the generator, complete d, e, f:

g. Owner's Name: Oscar David Sever

h. Owner's Phone No.: Patrick Bond

i. WI WASTE CODE: 99 | 30427 | PT-1127

j. Description of Waste: ASBESTOS FRIABLE - NONFRIABLE
Sealemaster NOTIFY HILL

k. Quantity | Units | Containers No. | Type

TYPE	
DM	- METAL DRUM
DP	- PLASTIC DRUM
B	- BAG
BA	- 6 MIL. PLASTIC BAG or WRAP
T	- TRUCK
O	- OTHER

UNITS	
P	- POUNDS
Y	- YARDS
M3	- CUBIC METERS
Y3	- CUBIC YARDS
O	- OTHER

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CRF Part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; **AND, If the waste is a treatment residue of a previously restricted hazardous waste** subject to the Land Disposal Restrictions, I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR Part 268 and is no longer a hazardous waste as defined by 40 CFR Part 261.

Generator Authorized Agent Name: Jennifer Hitchcock | Signature | Shipment Date

Section II. TRANSPORTER (Generator complete a-d; Transporter I complete e-g; Transporter II complete h-n)

TRANSPORTER I

a. Name: Cardinal Rolloff
PO Box 56, Tyrone GA 30290

b. Address:

c. Driver Name/Title: (770) 306-8812 PRINT / TYPE

d. Phone No.: e. Truck No.:

f. Vehicle License No./State:

Acknowledgement of Receipt of Materials.

g. Driver Signature | Shipment Date

TRANSPORTER II

h. Name:

i. Address:

j. Driver Name/Title: PRINT / TYPE

k. Phone No.: l. Truck No.:

m. Vehicle License No./State:

Acknowledgement of Receipt of Materials.

n. Driver Signature | Shipment Date

Section III. DESTINATION (Generator complete a-d; Destination site complete e-f)

a. Site Name: Safeguard Landfill - Branch 56
6895 Roosevelt Hwy, Fairburn, GA 30213

b. Physical Address:

c. Phone Number: (770) 969-0084

d. Mailing Address: 6895 Roosevelt Hwy, Fairburn, GA 30213

e. Discrepancy Indication Space:

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

f. Name of Authorized Agent | Signature | Receipt Date

Section IV. CUSTOMER

a. Name: Cardinal Rolloff

b. Address: PO Box 56, Tyrone GA 30290

c. Name/Title: Tina

d. Phone Number: (770) 306-8812

e. Mobile:

f. Customer Number: 30427

Section V. ASBESTOS (Generator complete a-d, f,g; Operator* complete e)

a. Operator's* Name:

b. Operator's* Phone No.:

c. Operator's* Address:

d. Special Handling Instructions and additional information:

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

e. Operator's Name & Title: Print / Type | Operator's* Signature | Date

f. Name and Address of Responsible Agency: SPD - Asbestos Unit 424d International Pkwy, Atlanta GA 30320

g. ☐ Friable; ☐ Non-friable; ☐ Both _____% friable _____% nonfriable

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.

0231-720B (1/04)

GENERATOR RETAIN

APPENDIX V

THADDEUS CARLTON
EMPLOYEE DOCUMENTATION

Asbestos Consulting & Training Systems

39879.4113CERT/S

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

Processed By:

Seagull

To Authenticate Certificate:
www.seagulltraining.com
1-800-966-9933

This is to Certify that

Thaddeus Carlton, II

XXX-XX-0797

2869 Porter Dr , Lawrenceville,GA

has successfully completed an English

Asbestos Contractor/Supervisor Course

4-Mar-13 TO 8-Mar-13

Individual above has completed the requsite training for accreditation under TSCA Title II

Meets state requirements of 326 IAC (IDEM), UT (6.0 core) and FL49-0001020/CN-0006270.

NDAAC Provider #451 Trainer(s): Jim Stump

Training Address: 5891 New Peachtree RD Suite 122, Atlanta, GA, 30340

Attended and Satisfactorily Completed Exam with a Passing Score of 70% or Better on: 8-Mar-13

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2615), I CERTIFY THAT THIS TRAINING COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF TITLE IIA OF THE TOXIC SUBSTANCES CONTROL ACT, 40 CFR PART 745 OR 763, AND ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL REQUIREMENTS, AS AMENDED.

James F. Stump, Course Sponsor

Certificate Number..... 156408

Course Number GE1310

This Certificate Expires:

OSHA TRAINING: 8-Mar-14

03/08/14

8-Mar-14

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LITHO. IN U.S.A.

Concentra Medical Centers (GA)
6475 Jimmy Carter Blvd #200 NORCROSS, GA 30071
Phone: (770) 242-7744 Fax: (770) 368-0164

PLHCP[1] WRITTEN STATEMENT for RESPIRATORS (EMPLOYEE)

Service Date: 03/12/2013

Employee Name: Carlton, Thaddeus A.

Employee SSN: XXX-XX-0797

Address:
2869 Porter Dr.

LAWRENCEVILLE GA 30044

Employer: DPC General Contractors

You were evaluated in this office of your medical status related to your physical capability to wear a respirator. (Check ✓ one that applies)

- ☑ There were no abnormal findings that would hamper your ability to perform your job duties while wearing a respirator.
- ☐ The abnormal findings listed below were not related to wearing a respirator but should be reported to your personal physician for further evaluation.

Based upon the results of this evaluation it is my opinion that you: (Check ✓ ALL that apply)

- ☑ ARE qualified to wear a respirator.
- ☐ Have the following restrictions concerning respirator usage: _____
- ☐ ARE NOT qualified to wear a respirator.
- ☐ Require further testing by your private physician who must submit a written report of his/her findings to **Concentra Medical Centers (GA)** so that a final decision on your ability to wear a respirator can be made.
- ☐ Must wear Special prescription eye-wear needed to accommodate respirator.
- ☐ Must use an Eye glass conversion kit.
- ☐ May need to shave Facial hair to assure tight seal on certain face masks.
- ☐ Need to stop smoking.

(Check ✓ ALL that apply)

- ☑ The above individual HAS been examined for respirator fitness in accordance with 29 CFR 1910.134. This limited evaluation is specific to respirator use only. Employees should be instructed to report any difficulties in using respirators or change of any physical status to their supervisor or physician. This evaluation included the Respiratory Questionnaire outlined in 29 CFR 1910.134.
- ☐ The above individual HAS NOT been examined by me for respirator fitness. The employee's medical evaluation consisted of a review of OSHA's Medical Evaluation Questionnaire in Appendix C Part A Section 2. In accordance with 29 CFR 1910.134, this limited evaluation is specific to respirator use only. Employees should be instructed to report any difficulties in using respirators or change of any physical status to their supervisor or physician. This evaluation included the Respiratory Questionnaire outlined in 29 CFR 1910.134.
- ☑ In accordance with specific OSHA requirements, I have informed the above named individual of the results of this evaluation and of any medical conditions resulting from exposures that may require further explanation or treatment. Where applicable, the above named individual has been informed of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos, lead and/or other chemical exposure(s).

Respirators must be properly selected based on the containment and concentration levels to which the worker will be exposed. Failure to follow the use and fitting instruction and warnings for proper use contained on the respirator packaging and/or failure to wear the respirator during all times of exposure can reduce the respirator's effectiveness and result in sickness or death. Wearer must be trained in the proper care of any respirator.Refer to product literature and packaging for specific information regarding fit, use and/or limitations.

PLHCP Signature

Employee's Signature

PLHCP Name (printed)

3-12-14
Expiration Date

[1]Physician or other Licensed Healthcare Professional

To be maintained in the employee's file with a copy to the employee

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

RESPIRATOR FIT TEST CERTIFICATION / CERTIFICACION DE PRUEBA DE ATAQUE DE RESPIRADOR

THIS IS TO CERTIFY THAT Thaddeus Carlton HAS BEEN FITTED AND TRAINED IN THE USE, LIMITATIONS, AND MAINTENANCE OF THE SURVIVAIR BRAND RESPIRATOR MSHA-NIOSH APPROVAL #TC21C-244. IN COMPLIANCE WITH OSHA/MSHA REGULATIONS USING THE IRRITANT SMOKE QUALITATIVE PROTOCOL.

ESTO DEBERA CERTIFICAR que ESE _____ se HA QUEDADO Y HA SIDO ENTRENADO EN EL USO, EN las LIMITACIONES, Y EN la CONSERVACION DEL de MSHA-NIOSH de RESPIRADOR de MARCA de SURVIVAIR #TC21C-244 APROBACION. EN CONFORMIDAD CON las REGULACIONES de OSHA/MSHA que UTILIZA LA SUSTANCIA IRRITANTE FUMA PROTOCOLO CUALITATIVO.

3/13/13
Date / Fecha

Fred Culleton
Director, Training & Safety /
El Director de la del Entrenando & la Seguridad

EMPLOYEE'S ACKNOWLEDGMENT / RECONOCIMIENTO DE EMPLEADO

I HEREBY ACKNOWLEDGE HAVING RECEIVED THIS RESPIRATOR TRAINING WHILE AND EMPLOYEE OF:

Yo POR LA PRESENTE RECONOZCO RECIBI ESTE RESPIRADOR que ENTRENA MIENTRAS Y el EMPLEADO DE:

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

Thaddeus Carlton
Employee Signature / Firma de Empleado

DAVID CRUZ
EMPLOYEE DOCUMENTATION

Occupational Safety & Environmental Education, Inc.

2000 Clearview Ave. Ste. 117 Doraville, Georgia 30340

To verified this certificate call: 404-732-6327

CERTIFICATE *of* TRAINING

This certifies that

DAVID CRUZ GALEANO

XXX-XX-1687

3515 Plasantdale Rd. #229 Atlanta, GA 30340

has attended and successfully completed the

ASBESTOS CONTRACTOR SUPERVISOR REFRESHER

Asbestos Hazard Emergency Response Act mandatory initial 1 day course and has passed an examination in that course with a minimum score of 70%. Training was in accordance with

40 CFR Part 763 (AHERA).

The above student received the requisite training for asbestos accreditation under

Title II of the Toxic Substances Control Act

May, 18 2013 to May, 18 2013 *Exam date:* May, 18 2013

EXPIRATION DATE: May, 18 2014

COURSE NO. EASR13813

CERTIFICATE NO. 1861DACR1687

AZAEL CARCAMO
COURSE INSTRUCTOR

AZAEL CARCAMO
COURSE DIRECTOR

Training Address: 2000 Clearview Ave. Ste. 117 Doraville, Georgia 30340

Concentra Medical Centers (GA)

6475 Jimmy Carter Blvd #200 NORCROSS, GA 30071
Phone: (770) 242-7744 Fax: (770) 368-0164

PLHCP[1] WRITTEN STATEMENT for RESPIRATORS (EMPLOYEE)

Service Date: 03/12/2013

Employee Name: Cruz, David G.

Employee SSN: XXX-XX-1687

Address:
3515 Pleasantdale Rd
229
ATLANTA GA 30340

Employer: DPC General Contractors

You were evaluated in this office of your medical status related to your physical capability to wear a respirator. (Check ✓ one that applies)

- ☑ There were no abnormal findings that would hamper your ability to perform your job duties while wearing a respirator.
- ☐ The abnormal findings listed below were not related to wearing a respirator but should be reported to your personal physician for further evaluation.

Based upon the results of this evaluation it is my opinion that you: (Check ✓ ALL that apply)

- ☑ ARE qualified to wear a respirator.
- ☐ Have the following restrictions concerning respirator usage: _____
- ☐ ARE NOT qualified to wear a respirator.
- ☐ Require further testing by your private physician who must submit a written report of his/her findings to **Concentra Medical Centers (GA)** so that a final decision on your ability to wear a respirator can be made.
- ☐ Must wear Special prescription eye-wear needed to accommodate respirator.
- ☐ Must use an Eye glass conversion kit.
- ☐ May need to shave Facial hair to assure tight seal on certain face masks.
- ☐ Need to stop smoking.

(Check ✓ ALL that apply)

- ☑ The above individual HAS been examined for respirator fitness in accordance with 29 CFR 1910.134. This limited evaluation is specific to respirator use only. Employees should be instructed to report any difficulties in using respirators or change of any physical status to their supervisor or physician. This evaluation included the Respiratory Questionnaire outlined in 29 CFR 1910.134.
- ☐ The above individual HAS NOT been examined by me for respirator fitness. The employee's medical evaluation consisted of a review of OSHA's Medical Evaluation Questionnaire in Appendix C Part A Section 2. In accordance with 29 CFR 1910.134, this limited evaluation is specific to respirator use only. Employees should be instructed to report any difficulties in using respirators or change of any physical status to their supervisor or physician. This evaluation included the Respiratory Questionnaire outlined in 29 CFR 1910.134.
- ☑ In accordance with specific OSHA requirements, I have informed the above named individual of the results of this evaluation and of any medical conditions resulting from exposures that may require further explanation or treatment. Where applicable, the above named individual has been informed of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos, lead and/or other chemical exposure(s).

Respirators must be properly selected based on the containment and concentration levels to which the worker will be exposed. Failure to follow the use and fitting instruction and warnings for proper use contained on the respirator packaging and/or failure to wear the respirator during all times of exposure can reduce the respirator's effectiveness and result in sickness or death. Wearer must be trained in the proper care of any respirator.Refer to product literature and packaging for specific information regarding fit, use and/or limitations.

PLHCP Signature

Employee's Signature

PLHCP Name (printed)

3-12-14
Expiration Date

[1]Physician or other Licensed Healthcare Professional

To be maintained in the employee's file with a copy to the employee

DPC General Contractors, Inc. · 2066 Weems Road, Tucker, Georgia 30084 · 404/373-0561 FAX 404/373-7720

Date 12/15/2013

CERTIFICATE OF WORKER'S RELEASE

Asbestos abatement for **ALL PROJECTS** performed by **DPC General Contractors, Inc.**, while I am employed with them.

A. In consideration of my employment by **DPC General Contractors, Inc.** in connection with the removal and disposal of asbestos, other work in asbestos contaminated work areas, and in consideration of the sum of ONE and No/100 ($1.00) dollars and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows.

1. I acknowledge and understand that I have been or will be employed in connection with the removal of, disposal of, or other treatment of asbestos, or other work in asbestos contaminated work areas, and I acknowledge that I have been advised of, in my native language, and I understand the dangers inherent in handling asbestos and breathing asbestos dust, including, but not limited to, THE FACT THAT ASBESTOS CAN CAUSE ASBESTOSIS AND IS A KNOWN CARCNOGEN AND CAN, THEREFORE, CAUSE VARIOUS TYPES OF CANCER.

2. I acknowledge and understand that ANY CONTACT WITH ASBESTOS, WHETHER IT CAN BE SEEN OR NOT, MAY CAUSE ASBESTOSIS AND VARIOUS FORMS OF CANCER, WHICH MAY NOT SHOW UP FOR MANY YEARS, and I covenant and agree faithfully to take all precautions required of me.

3. I knowingly assume all risks in connection with potential exposure to asbestos, and I do hereby, for myself and my heirs at law, release and forever discharge Owner, Owner's Representatives, Architect, Independent Testing Laboratory or Engineers employed by the Owner, Owner's Representative, Architect and all of their Directors, Officers, Employees, Nominees, Personnel Representatives, Affiliates, Successors and Assigns from and against any and all liability whatsoever, at common law or otherwise, except any rights which the undersigned may have under the provisions of the applicable workmen compensation laws. Except as specifically set forth herein I hereby waive and relinquish any and all claims of every nature which I now have or may have or claim to have which are in any way directly or indirectly, related to exposure to asbestos and asbestos containing materials.

4. I hereby warrant and represent that I have not been disabled, laid off or compensated in damages or otherwise because of the disease of asbestos or any form of cancer.

CERTIFICATE OF INVOLVEMENT IN MEDICAL SURVEILLANCE PROGRAM

I hereby certify that I am actively involved in the employee medical surveillance program of **DPC General Contractors, Inc.** in conformity with US Department of Labor, Occupational Safety and Health Administration, Title 29 CFR Park 1926.58

By my signature below, I acknowledge receipt of the following documents pertaining to my physical examination:

1. Physician's Written Opinion Form
2. Physical Examination Record
3. Roentgen graphic Interpretation
4. Asbestos Initial Medical Questionnaire
5. Spiro meter Data Record

RESPIRATOR TRAINING PROGRAM ACKNOWLEDGEMENT

I hereby certify that I have been trained in the use, care and inspection of the respirator(s) and I have had the opportunity to wear and fit-test the respirator(s) I may use. I acknowledge my understanding of the following terms:

1. Explanation of the ramification of misuse
2. Discussion of why engineering controls cannot be used and instead of respiratory equipment
3. Why the particular respirator was selected
4. Limitation of the selected respirator
5. Maintenance of the respirator
6. Recognizing and handling emergency situation
7. Inspecting the respirator
8. Use of air purifying and air-supplied respiratory equipment
9. Purpose of medical evaluation
10. Proper fit-testing techniques

Signature

Print Type Name

XXX-XX-1687

Social Security Number

Notary Public/Commission Expires

JENNIFER M FELDMAESSER
MY COMMISSION EXPIRES
NOTARY PUBLIC
APRIL 2014
COUNTY, GEORGIA

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

RESPIRATOR FIT TEST CERTIFICATION / CERTIFICACION DE PRUEBA DE ATAQUE DE RESPIRADOR

THIS IS TO CERTIFY THAT David Cruz HAS BEEN FITTED AND TRAINED IN THE USE, LIMITATIONS, AND MAINTENANCE OF THE SURVIVAIR BRAND RESPIRATOR MSHA-NIOSH APPROVAL #TC21C-244. IN COMPLIANCE WITH OSHA/MSHA REGULATIONS USING THE IRRITANT SMOKE QUALITATIVE PROTOCOL.

ESTO DEBERA CERTIFICAR que ESE _____ se HA QUEDADO Y HA SIDO ENTRENADO EN EL USO, EN las LIMITACIONES, Y EN la CONSERVACION DEL de MSHA-NIOSH de RESPIRADOR de MARCA de SURVIVAIR #TC21C-244 APROBACION. EN CONFORMIDAD CON las REGULACIONES de OSHA/MSHA que UTILIZA LA SUSTANCIA IRRITANTE FUMA PROTOCOLO CUALITATIVO.

12/15/12
Date / Fecha

Fred Culleton
Director, Training & Safety /
El Director de la del Entrenando & la Seguridad

EMPLOYEE'S ACKNOWLEDGMENT / RECONOCIMIENTO DE EMPLEADO

I HEREBY ACKNOWLEDGE HAVING RECEIVED THIS RESPIRATOR TRAINING WHILE AND EMPLOYEE OF:

Yo POR LA PRESENTE RECONOZCO RECIBI ESTE RESPIRADOR que ENTRENA MIENTRAS Y el EMPLEADO DE:

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

Employee Signature / Firma de Empleado

JUAN ZAPATA
EMPLOYEE DOCUMENTATION

Occupational Safety & Environmental Education, Inc.

2000 Clearview Ave. Ste. 213 Doraville, Georgia 30340

To verified this certificate call: 404-732-6327

CERTIFICATE *of* TRAINING

This certifies that

JUAN ZAPATA

XXX-XX-3501

5252 Ernest Barret Pwy #105 Marietta, GA 30064

has attended and successfully completed the

ASBESTOS CONTRACTOR SUPERVISOR REFRESHER

Asbestos Hazard Emergency Response Act mandatory initial 1 day course and has passed an examination in that course with a minimum score of 70%. Training was in accordance with

40 CFR Part 763 (AHERA).

The above student received the requisite training for asbestos accreditation under

Title II of the Toxic Substances Control Act

July, 14 2012 to July, 14 2012 *Exam date:* July, 14 2012

EXPIRATION DATE: July, 14 2013

COURSE NO. EASR19612

CERTIFICATE NO. 1241JUZA3501

AZAEL CARCAMO
COURSE INSTRUCTOR

AZAEL CARCAMO
COURSE DIRECTOR

Training Address: 2000 Clearview Ave. Ste. 213 Doraville, Georgia 30340

oncentra Medical Centers (GA)
220 N Cobb Pkwy MARIETTA, GA 30062
Phone: (770) 424-7125 Fax: (770) 424-7127

PLHCP[1] WRITTEN STATEMENT for RESPIRATORS (EMPLOYEE)

Service Date: 07/13/2012

Employee Name:
Zapata, Juan

Employee SSN: XXX-XX-3501

Address:
5252 Ernest Barrett Pkwy
#105
MARIETTA GA 30064

Employer: DPC General Contractors

You were evaluated in this office of your medical status related to your physical capability to wear a respirator. (Check ✓ one that applies)

- ☐ There were no abnormal findings that would hamper your ability to perform your job duties while wearing a respirator.
- ☐ The abnormal findings listed below were not related to wearing a respirator but should be reported to your personal physician for further evaluation.

_____

_____

Based upon the results of this evaluation it is my opinion that you: (Check ✓ ALL that apply)

- ☐ ARE qualified to wear a respirator.
- ☐ Have the following restrictions concerning respirator usage: _____
- ☐ ARE NOT qualified to wear a respirator.
- ☐ Require further testing by your private physician who must submit a written report of his/her findings to Concentra Medical Centers (GA) so that a final decision on your ability to wear a respirator can be made.
- ☐ Must wear Special prescription eye-wear needed to accommodate respirator.
- ☐ Must use an Eye glass conversion kit.
- ☐ May need to shave Facial hair to assure tight seal on certain face masks.
- ☐ Need to stop smoking.

(Check ✓ ALL that apply)

- ☑ The above individual HAS been examined for respirator fitness in accordance with 29 CFR 1910.134. This limited evaluation is specific to respirator use only. Employees should be instructed to report any difficulties in using respirators or change of any physical status to their supervisor or physician. This evaluation included the Respiratory Questionnaire outlined in 29 CFR 1910.134.
- ☐ The above individual HAS NOT been examined by me for respirator fitness. The employee's medical evaluation consisted of a review of OSHA's Medical Evaluation Guidelines in Appendix C Part A Section 2. In accordance with 29 CFR 1910.134, this limited evaluation is specific to respirator use only. Employees should be instructed to report any difficulties in using respirators or change of any physical status to their supervisor or physician. This evaluation included the Respiratory Questionnaire outlined in 29 CFR 1910.134.
- ☑ In accordance with specific OSHA requirements, I have informed the above named individual of the results of this evaluation and of any medical conditions resulting from exposures that may require further explanation or treatment. Where applicable, the above named individual has been informed of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos, lead and/or other chemical exposure(s).

Respirator must be properly selected based on the containment and concentration levels to which the worker will be exposed. Failure to follow the use and fitting instruction and warnings for proper use contained on the respirator packaging and/or failure to wear the respirator during all times of exposure can reduce the respirator's effectiveness and result in sickness or death. Wearer must be trained in the proper care of any respirator. Refer to product literature and packaging for specific information regarding fit, use and/or limitations.

PLHCP Signature

Juan Zapata
Employee's Signature

Andrea Ferdi, NP
PLHCP Name (print)

7/13/13
Expiration Date

[1] Physician or Other Licensed Healthcare Professional

To be maintained in the employee's file with a copy to the employee

DPC General Contractors, Inc. · 2066 Weems Road, Tucker, Georgia 30084 · 404/373-0561 FAX 404/373-7720

Date 7/20/12

CERTIFICATE OF WORKER'S RELEASE

Asbestos abatement for **ALL PROJECTS** performed by **DPC General Contractors, Inc.**, while I am employed with them.

A. In consideration of my employment by **DPC General Contractors, Inc.** in connection with the removal and disposal of asbestos, other work in asbestos contaminated work areas, and in consideration of the sum of ONE and No/100 ($1.00) dollars and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows.

1. I acknowledge and understand that I have been or will be employed in connection with the removal of, disposal of, or other treatment of asbestos, or other work in asbestos contaminated work areas, and I acknowledge that I have been advised of, in my native language, and I understand the dangers inherent in handling asbestos and breathing asbestos dust, including, but not limited to, THE FACT THAT ASBESTOS CAN CAUSE ASBESTOSIS AND IS A KNOWN CARCNOGEN AND CAN, THEREFORE, CAUSE VARIOUS TYPES OF CANCER.

2. I acknowledge and understand that ANY CONTACT WITH ASBESTOS, WHETHER IT CAN BE SEEN OR NOT, MAY CAUSE ASBESTOSIS AND VARIOUS FORMS OF CANCER, WHICH MAY NOT SHOW UP FOR MANY YEARS, and I covenant and agree faithfully to take all precautions required of me.

3. I knowingly assume all risks in connection with potential exposure to asbestos, and I do hereby, for myself and my heirs at law, release and forever discharge Owner, Owner's Representatives, Architect, Independent Testing Laboratory or Engineers employed by the Owner, Owner's Representative, Architect and all of their Directors, Officers, Employees, Nominees, Personnel Representatives, Affiliates, Successors and Assigns from and against any and all liability whatsoever, at common law or otherwise, except any rights which the undersigned may have under the provisions of the applicable workmen compensation laws. Except as specifically set forth herein I hereby waive and relinquish any and all claims of every nature which I now have or may have or claim to have which are in any way directly or indirectly, related to exposure to asbestos and asbestos containing materials.

4. I hereby warrant and represent that I have not been disabled, laid off or compensated in damages or otherwise because of the disease of asbestos or any form of cancer.

CERTIFICATE OF INVOLVEMENT IN MEDICAL SURVEILLANCE PROGRAM

I hereby certify that I am actively involved in the employee medical surveillance program of **DPC General Contractors, Inc.** in conformity with US Department of Labor, Occupational Safety and Health Administration, Title 29 CFR Park 1926.58

By my signature below, I acknowledge receipt of the following documents pertaining to my physical examination:

1. Physician's Written Opinion Form
2. Physical Examination Record
3. Roentgen graphic Interpretation
4. Asbestos Initial Medical Questionnaire
5. Spiro meter Data Record

RESPIRATOR TRAINING PROGRAM ACKNOWLEDGEMENT

I hereby certify that I have been trained in the use, care and inspection of the respirator(s) and I have had the opportunity to wear and fit-test the respirator(s) I may use. I acknowledge my understanding of the following terms:

1. Explanation of the ramification of misuse
2. Discussion of why engineering controls cannot be used and instead of respiratory equipment
3. Why the particular respirator was selected
4. Limitation of the selected respirator
5. Maintenance of the respirator
6. Recognizing and handling emergency situation
7. Inspecting the respirator
8. Use of air purifying and air-supplied respiratory equipment
9. Purpose of medical evaluation
10. Proper fit-testing techniques

Juan Zapata

Signature

Juan Zapata

Print Name

XXX-XX-3501

Social Security Number

Notary Public/Commission Expires: GEORGIA 2014

JENNIFER M FELDHAEUSSER NOTARY PUBLIC MY COMMISSION EXPIRES

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

RESPIRATOR FIT TEST CERTIFICATION / CERTIFICACION DE PRUEBA DE ATAQUE DE RESPIRADOR

THIS IS TO CERTIFY THAT ***Juan Zapata*** HAS BEEN FITTED AND TRAINED IN THE USE, LIMITATIONS, AND MAINTENANCE OF THE SURVIVAIR BRAND RESPIRATOR MSHA-NIOSH APPROVAL #TC21C-244. IN COMPLIANCE WITH OSHA/MSHA REGULATIONS USING THE IRRITANT SMOKE QUALITATIVE PROTOCOL.

*ESTO DEBERA CERTIFICAR que ESE **Juan Zapata** se HA QUEDADO Y HA SIDO ENTRENADO EN EL USO, EN las LIMITACIONES, Y EN la CONSERVACION DEL de MSHA-NIOSH de RESPIRADOR de MARCA de SURVIVAIR #TC21C-244 APROBACION. EN CONFORMIDAD CON las REGULACIONES de OSHA/MSHA que UTILIZA LA SUSTANCIA IRRITANTE FUMA PROTOCOLO CUALITATIVO.*

7/20/12
Date / Fecha

Fred Culleton
Director, Training & Safety /
El Director de la del Entrenando & la Seguridad

EMPLOYEE'S ACKNOWLEDGMENT / RECONOCIMIENTO DE EMPLEADO

I HEREBY ACKNOWLEDGE HAVING RECEIVED THIS RESPIRATOR TRAINING WHILE AND EMPLOYEE OF:

Yo POR LA PRESENTE RECONOZCO RECIBI ESTE RESPIRADOR que ENTRENA MIENTRAS Y el EMPLEADO DE:

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

Juan Zapata
Employee Signature / Firma de Empleado

FREDY HERNANDEZ
EMPLOYEE DOCUMENTATION

MSK Ambiental

39688.6487CERT/LWR

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

Processed By:

Seagull

To Authenticate Certificate:
www.seagulltraining.com
1-800-966-9933

This is to Certify that

Fredy Hernandez

XXX-XX-0409

3580 Pin Oak Cir. , Atlanta,GA

has successfully completed a Spanish

Asbestos Worker Refresher

20-Aug-12 TO 20-Aug-12

Complies with Sec. 206 TSCA 15 USC 2646 and FL49-0003092/CN-0006285.

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2615), I CERTIFY THAT THIS TRAINING COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF TITLE II OF THE TOXIC SUBSTANCES CONTROL ACT, 40 CFR PART 763, AND ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL REQUIREMENTS, AS AMENDED.

NDAAC Provider #1119 Trainer(s): Alberto G. Ania

TEST SCORE: 76 % Training Address: 5891 New Peachtree RD Suite 122, Atlanta, GA, 30340

Successful course completion based on exam score on: 20-Aug-12

James F. Stump, Course Sponsor

Certificate Number..... 154592

This Certificate Expires:

20-Aug-13 08/20/13

Course Number GS1234

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LITHO. IN U.S.A.

Concentra Medical Centers (GA)
6475 Jimmy Carter Blvd #200 NORCROSS, GA 30071
Phone: (770) 242-7744 Fax: (770) 368-0164

PLHCP[1] WRITTEN STATEMENT for RESPIRATORS (EMPLOYEE)

Service Date: 08/24/2011

Employee Name: Hernandez, Fredy

Employee SSN: XXX-XX-0409

Address:
3580 Pin Oak Cir

DORAVILLE GA 30340

Employer: DPC General Contractors

You were evaluated in this office of your medical status related to your physical capability to wear a respirator. (Check ✓ one that applies)

- ☑ There were no abnormal findings that would hamper your ability to perform your job duties while wearing a respirator.
- ☐ The abnormal findings listed below were not related to wearing a respirator but should be reported to your personal physician for further evaluation.

Based upon the results of this evaluation it is my opinion that you: (Check ✓ ALL that apply)

- ☑ ARE qualified to wear a respirator.
- ☐ Have the following restrictions concerning respirator usage: _____
- ☐ ARE NOT qualified to wear a respirator.
- ☐ Require further testing by your private physician who must submit a written report of his/her findings to **Concentra Medical Centers (GA)** so that a final decision on your ability to wear a respirator can be made.
- ☐ Must wear Special prescription eye-wear needed to accommodate respirator.
- ☐ Must use an Eye glass conversion kit.
- ☐ May need to shave Facial hair to assure tight seal on certain face masks.
- ☐ Need to stop smoking.

(Check ✓ ALL that apply)

- ☑ The above individual HAS been examined for respirator fitness in accordance with 29 CFR 1910.134. This limited evaluation is specific to respirator use only. Employees should be instructed to report any difficulties in using respirators or change of any physical status to their supervisor or physician. This evaluation included the Respiratory Questionnaire outlined in 29 CFR 1910.134.
- ☐ The above individual HAS NOT been examined by me for respirator fitness. The employee's medical evaluation consisted of a review of OSHA's Medical Evaluation Questionnaire in Appendix C Part A Section 2. In accordance with 29 CFR 1910.134, this limited evaluation is specific to respirator use only. Employees should be instructed to report any difficulties in using respirators or change of any physical status to their supervisor or physician. This evaluation included the Respiratory Questionnaire outlined in 29 CFR 1910.134.
- ☑ In accordance with specific OSHA requirements, I have informed the above named individual of the results of this evaluation and of any medical conditions resulting from exposures that may require further explanation or treatment. Where applicable, the above named individual has been informed of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos, lead and/or other chemical exposure(s).

Respirators must be properly selected based on the contaminant and concentration levels to which the worker will be exposed. Failure to follow the use and fitting instruction and warnings for proper use contained on the respirator packaging and/or failure to wear the respirator during all times of exposure can reduce the respirator's effectiveness and result in sickness or death. Wearer must be trained in the proper care of any respirator. Refer to product literature and packaging for specific information regarding fit, use and/or limitations.

PLHCP Signature

PLHCP Name (printed)

[1]Physician or other licensed Healthcare Professional

Fredy Hernandez
Employee's Signature

8/24/13
Expiration Date

To be maintained in the employee's file with a copy to the employee

DPC General Contractors, Inc. · 2066 Weems Road, Tucker, Georgia 30084 · 404/373-0561 FAX 404/373-7720

Date 2/ 1 /2013

CERTIFICATE OF WORKER'S RELEASE

Asbestos abatement for **ALL PROJECTS** performed by **DPC General Contractors, Inc.**, while I am employed with them.

A. In consideration of my employment by **DPC General Contractors, Inc.** in connection with the removal and disposal of asbestos, other work in asbestos contaminated work areas, and in consideration of the sum of ONE and No/100 ($1.00) dollars and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows.

1. I acknowledge and understand that I have been or will be employed in connection with the removal of, disposal of, or other treatment of asbestos, or other work in asbestos contaminated work areas, and I acknowledge that I have been advised of, in my native language, and I understand the dangers inherent in handling asbestos and breathing asbestos dust, including, but not limited to, THE FACT THAT ASBESTOS CAN CAUSE ASBESTOSIS AND IS A KNOWN CARCNOGEN AND CAN, THEREFORE, CAUSE VARIOUS TYPES OF CANCER.

2. I acknowledge and understand that ANY CONTACT WITH ASBESTOS, WHETHER IT CAN BE SEEN OR NOT, MAY CAUSE ASBESTOSIS AND VARIOUS FORMS OF CANCER, WHICH MAY NOT SHOW UP FOR MANY YEARS, and I covenant and agree faithfully to take all precautions required of me.

3. I knowingly assume all risks in connection with potential exposure to asbestos, and I do hereby, for myself and my heirs at law, release and forever discharge Owner, Owner's Representatives, Architect, Independent Testing Laboratory or Engineers employed by the Owner, Owner's Representative, Architect and all of their Directors, Officers, Employees, Nominees, Personnel Representatives, Affiliates, Successors and Assigns from and against any and all liability whatsoever, at common law or otherwise, except any rights which the undersigned may have under the provisions of the applicable workmen compensation laws. Except as specifically set forth herein I hereby waive and relinquish any and all claims of every nature which I now have or may have or claim to have which are in any way directly or indirectly, related to exposure to asbestos and asbestos containing materials.

4. I hereby warrant and represent that I have not been disabled, laid off or compensated in damages or otherwise because of the disease of asbestos or any form of cancer.

CERTIFICATE OF INVOLVEMENT IN MEDICAL SURVEILLANCE PROGRAM

I hereby certify that I am actively involved in the employee medical surveillance program of **DPC General Contractors, Inc.** in conformity with US Department of Labor, Occupational Safety and Health Administration, Title 29 CFR Park 1926.58

By my signature below, I acknowledge receipt of the following documents pertaining to my physical examination:

1. Physician's Written Opinion Form
2. Physical Examination Record
3. Roentgen graphic Interpretation
4. Asbestos Initial Medical Questionnaire
5. Spiro meter Data Record

RESPIRATOR TRAINING PROGRAM ACKNOWLEDGEMENT

I hereby certify that I have been trained in the use, care and inspection of the respirator(s) and I have had the opportunity to wear and fit-test the respirator(s) I may use. I acknowledge my understanding of the following terms:

1. Explanation of the ramification of misuse
2. Discussion of why engineering controls cannot be used and instead of respiratory equipment
3. Why the particular respirator was selected
4. Limitation of the selected respirator
5. Maintenance of the respirator
6. Recognizing and handling emergency situation
7. Inspecting the respirator
8. Use of air purifying and air-supplied respiratory equipment
9. Purpose of medical evaluation
10. Proper fit-testing techniques

JENNIFER M FELDHAEUSSER
MY COMMISSION EXPIRES
NOTARY PUBLIC
APRIL 9, 2014
GWINNETT COUNTY, GEORGIA

Fredy Hernandez
Signature

Fredy Hernandez
Print/Type Name

XXX-XX- 0409
Social Security Number

Jennifer M. Feldhaeusser
Notary Public/Commission Expires:

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

RESPIRATOR FIT TEST CERTIFICATION / CERTIFICACION DE PRUEBA DE ATAQUE DE RESPIRADOR

THIS IS TO CERTIFY THAT Fredy Hernandez HAS BEEN FITTED AND TRAINED IN THE USE, LIMITATIONS, AND MAINTENANCE OF THE SURVIVAIR BRAND RESPIRATOR MSHA-NIOSH APPROVAL #TC21C-244. IN COMPLIANCE WITH OSHA/MSHA REGULATIONS USING THE IRRITANT SMOKE QUALITATIVE PROTOCOL.

ESTO DEBERA CERTIFICAR que ESE _____ se HA QUEDADO Y HA SIDO ENTRENADO EN EL USO, EN las LIMITACIONES, Y EN la CONSERVACION DEL de MSHA-NIOSH de RESPIRADOR de MARCA de SURVIVAIR #TC21C-244 APROBACION. EN CONFORMIDAD CON las REGULACIONES de OSHA/MSHA que UTILIZA LA SUSTANCIA IRRITANTE FUMA PROTOCOLO CUALITATIVO.

2/1/13
Date / Fecha

Fred Culleton
Director, Training & Safety /
El Director de la del Entrenando & la Seguridad

EMPLOYEE'S ACKNOWLEDGMENT / RECONOCIMIENTO DE EMPLEADO

I HEREBY ACKNOWLEDGE HAVING RECEIVED THIS RESPIRATOR TRAINING WHILE AND EMPLOYEE OF:

Yo POR LA PRESENTE RECONOZCO RECIBI ESTE RESPIRADOR que ENTRENA MIENTRAS Y el EMPLEADO DE:

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

Fredy Hernandez
Employee/Signature / Firma de Empleado

PATRICIA MALDONADO
EMPLOYEE DOCUMENTATION

MSK Ambiental

39630.5416CERT/LWR

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

Processed By:

Seagull

To Authenticate Certificate:
www.seagulltraining.com
1-800-966-9933

This is to Certify that

Johana P. Maldonado

XXX-XX-9770

3580 Pin Oak Cir. , Atlanta,GA

has successfully completed a Spanish

Asbestos Worker Refresher

30-Jun-12 TO 30-Jun-12

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2615), I CERTIFY THAT THIS TRAINING COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF TITLE IV OF THE TOXIC SUBSTANCES CONTROL ACT, 40 CFR PART 745 OR 763, AND ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL REQUIREMENTS, AS AMENDED.

Complies with Sec. 206 TSCA 15 USC 2646 and FL49-0003092/CN-0006285.

NDAAC Provider #1119 Trainer(s): Alberto G. Ania

Training Address: 5891 New Peachtree RD Suite 122, Atlanta, GA, 30340

Successful course completion based on exam score on: 30-Jun-12

James F. Stump, Course Sponsor

Certificate Number..... 153949

This Certificate Expires:

30-Jun-13 06/30/13

Course Number GS1226

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LITHO. IN U.S.A.

DPC General Contractors, Inc. · 2066 Weems Road, Tucker, Georgia 30084 · 404/373-0561 FAX 404/373-7720

Date 1 / 9 /2013

CERTIFICATE OF WORKER'S RELEASE

Asbestos abatement for **ALL PROJECTS** performed by **DPC General Contractors, Inc.**, while I am employed with them.

A. In consideration of my employment by **DPC General Contractors, Inc.** in connection with the removal and disposal of asbestos, other work in asbestos contaminated work areas, and in consideration of the sum of ONE and No/100 ($1.00) dollars and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows.

1. I acknowledge and understand that I have been or will be employed in connection with the removal of, disposal of, or other treatment of asbestos, or other work in asbestos contaminated work areas, and I acknowledge that I have been advised of, in my native language, and I understand the dangers inherent in handling asbestos and breathing asbestos dust, including, but not limited to, THE FACT THAT ASBESTOS CAN CAUSE ASBESTOSIS AND IS A KNOWN CARCNOGEN AND CAN, THEREFORE, CAUSE VARIOUS TYPES OF CANCER.

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3. I knowingly assume all risks in connection with potential exposure to asbestos, and I do hereby, for myself and my heirs at law, release and forever discharge Owner, Owner's Representatives, Architect, Independent Testing Laboratory or Engineers employed by the Owner, Owner's Representative, Architect and all of their Directors, Officers, Employees, Nominees, Personnel Representatives, Affiliates, Successors and Assigns from and against any and all liability whatsoever, at common law or otherwise, except any rights which the undersigned may have under the provisions of the applicable workmen compensation laws. Except as specifically set forth herein I hereby waive and relinquish any and all claims of every nature which I now have or may have or claim to have which are in any way directly or indirectly, related to exposure to asbestos and asbestos containing materials.

4. I hereby warrant and represent that I have not been disabled, laid off or compensated in damages or otherwise because of the disease of asbestos or any form of cancer.

CERTIFICATE OF INVOLVEMENT IN MEDICAL SURVEILLANCE PROGRAM

I hereby certify that I am actively involved in the employee medical surveillance program of **DPC General Contractors, Inc.** in conformity with US Department of Labor, Occupational Safety and Health Administration, Title 29 CFR Park 1926.58

By my signature below, I acknowledge receipt of the following documents pertaining to my physical examination:

1. Physician's Written Opinion Form
2. Physical Examination Record
3. Roentgen graphic Interpretation
4. Asbestos Initial Medical Questionnaire
5. Spiro meter Data Record

RESPIRATOR TRAINING PROGRAM ACKNOWLEDGEMENT

I hereby certify that I have been trained in the use, care and inspection of the respirator(s) and I have had the opportunity to wear and fit-test the respirator(s) I may use. I acknowledge my understanding of the following terms:

1. Explanation of the ramification of misuse
2. Discussion of why engineering controls cannot be used and instead of respiratory equipment
3. Why the particular respirator was selected
4. Limitation of the selected respirator
5. Maintenance of the respirator
6. Recognizing and handling emergency situation
7. Inspecting the respirator
8. Use of air purifying and air-supplied respiratory equipment
9. Purpose of medical evaluation
10. Proper fit-testing techniques

Patricia Maldonado

Signature

Patricia Maldonado

Print/Type Name

XXX-XX-9770

Social Security Number

Notary Public/Commission Expires:

GWINNETT COUNTY GEORGIA NOTARY PUBLIC JENNIFER FREEDMAN MY COMMISSION EXPIRES APRIL 5, 2014

Concentra Medical Centers (GA)
109 Minus Ave Ste C10 GARDEN CITY, GA 31408
Phone: (912) 966-5445 Fax: (912) 966-5955

Service Date: 04/16/2013

Medical Surveillance - Asbestos

Patient: Maldonado, Patricia
SSN: XXX-XX-9770
DOB: 02/27/1972
Gender: F
Marital Status: S
Address: 3580 Pin Oak Circle
ATLANTA, GA 30390
Home Phone: (404) 993-9388
Work Phone: **Ext.:**

Job Title:
Employer: DPC General Contractors Inc
Address: 2066 Weems Rd
TUCKER, GA 30084
Job Contact: Jennifer Feldhaeusser
Role: Primary Contact
Phone: (404) 373-0561 **Ext.:**
Fax:

Race: ASIAN BLACK HISPANIC INDIAN WHITE OTHER

The above individual was seen on 04/16/2013 in accordance with: ____29 CFR 1926.1101.
____40 CFR 763.121.

The following was performed:

- [x] Completion and review of the standardized medical questionnaire and work history with special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems per Appendix D in 1926.1101.
- [ ] Review of the employer's description of: this employee's duties as they relate to the employee's exposure, the employee's representative or anticipated exposure level, and personal protection equipment to be utilized by the employee.
- [ ] Review of information from previous medical examinations if available.
- [x] A physical examination with emphasis upon the pulmonary, cardiovascular, and gastrointestinal systems.
- [ ] A pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV 1) in accordance with NIOSH and ATS standards.
- [ ] A chest roentgenogram, posterior-anterior, 14x17 inches (or current film on file) with interpretation in accordance with 29 CFR 1926.1101. (M)(2)(ii)(C).
- [ ] NOTE: According to 29 CFR 1926.1101 (M)(2)(ii)(C), it is up to the discretion of the physician whether or not a chest X-ray is required.
- [x] The employee was informed by the physician of the results of the exam and of any medical conditions that may result from asbestos exposure including the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.

Unless otherwise noted below, this evaluation indicates that there are no detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, and there are no recommended limitations on the employee concerning the use of personal protective equipment or respirator.

Comments or limitations (if any): normal/healthy adult female

Provider Signature

4-16-13
Date

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DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

RESPIRATOR FIT TEST CERTIFICATION / CERTIFICACION DE PRUEBA DE ATAQUE DE RESPIRADOR

THIS IS TO CERTIFY THAT Patricia Maldonado HAS BEEN FITTED AND TRAINED IN THE USE, LIMITATIONS, AND MAINTENANCE OF THE SURVIVAIR BRAND RESPIRATOR MSHA-NIOSH APPROVAL #TC21C-244. IN COMPLIANCE WITH OSHA/MSHA REGULATIONS USING THE IRRITANT SMOKE QUALITATIVE PROTOCOL.

ESTO DEBERA CERTIFICAR que ESE _____ se HA QUEDADO Y HA SIDO ENTRENADO EN EL USO, EN las LIMITACIONES, Y EN la CONSERVACION DEL de MSHA-NIOSH de RESPIRADOR de MARCA de SURVIVAIR #TC21C-244 APROBACION. EN CONFORMIDAD CON las REGULACIONES de OSHA/MSHA que UTILIZA LA SUSTANCIA IRRITANTE FUMA PROTOCOLO CUALITATIVO.

5/21/2012
Date / Fecha

Fred Culleton
Director, Training & Safety /
El Director de la del Entrenando & la Seguridad

EMPLOYEE'S ACKNOWLEDGMENT / RECONOCIMIENTO DE EMPLEADO

I HEREBY ACKNOWLEDGE HAVING RECEIVED THIS RESPIRATOR TRAINING WHILE AND EMPLOYEE OF:

Yo POR LA PRESENTE RECONOZCO RECIBI ESTE RESPIRADOR que ENTRENA MIENTRAS Y el EMPLEADO DE:

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

Patricia Maldonado
Employee Signature / Firma de Empleado

ELDER REYES
EMPLOYEE DOCUMENTATION

MSK Ambiental

39843.5592CERT/LW

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

Processed By:

Seagull

To Authenticate Certificate:
www.seagulltraining.com
1-800-966-9933

This is to Certify that

Elder J. Reyes

XXX-XX-6123

2589 New Bedford Way NE #C , Atlanta,GA

has successfully completed a Spanish

Asbestos Worker Course

28-Jan-13 TO 31-Jan-13

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR TRANSMITTING FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. [illegible] AND 15 [illegible]), I [illegible] THAT THE TRAINING CO[illegible] WITH [illegible] APPLICABLE [illegible] OF TITLE [illegible] TOXIC [illegible]NCES [illegible] 40 CFR [illegible] 763, A[illegible] [illegible] APPLICA[illegible] FEDERAL, STATE, O[illegible] AS AMENDED.

Complies with Sec. 206 TSCA 15 USC 2646 and FL49-0003092/CN-0006284.

NDAAC Provider #1119 Trainer(s): Alberto G. Ania

Training Address: 5891 New Peachtree RD Suite 122, Atlanta, GA, 30340

Attended and Satisfactorily Completed Exam with a Passing Score of 70% or Better on: 31-Jan-13

James F. Stump, Course Sponsor

Certificate Number..... 155974

This Certificate Expires:

31-Jan-14 01/31/14

Course Number GS1305

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LITHO IN U.S.A.

DPC General Contractors, Inc. - 2066 Weems Road, Tucker, Georgia 30084 - 404/373-0561 FAX 404/373-7720

Date 4 / 2 /2013

CERTIFICATE OF WORKER'S RELEASE

Asbestos abatement for **ALL PROJECTS** performed by **DPC General Contractors, Inc.**, while I am employed with them.

A. In consideration of my employment by **DPC General Contractors, Inc.** in connection with the removal and disposal of asbestos, other work in asbestos contaminated work areas, and in consideration of the sum of ONE and No/100 ($1.00) dollars and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows.

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3. I knowingly assume all risks in connection with potential exposure to asbestos, and I do hereby, for myself and my heirs at law, release and forever discharge Owner, Owner's Representatives, Architect, Independent Testing Laboratory or Engineers employed by the Owner, Owner's Representative, Architect and all of their Directors, Officers, Employees, Nominees, Personnel Representatives, Affiliates, Successors and Assigns from and against any and all liability whatsoever, at common law or otherwise, except any rights which the undersigned may have under the provisions of the applicable workmen compensation laws. Except as specifically set forth herein I hereby waive and relinquish any and all claims of every nature which I now have or may have or claim to have which are in any way directly or indirectly, related to exposure to asbestos and asbestos containing materials.

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CERTIFICATE OF INVOLVEMENT IN MEDICAL SURVEILLANCE PROGRAM

I hereby certify that I am actively involved in the employee medical surveillance program of **DPC General Contractors, Inc.** in conformity with US Department of Labor, Occupational Safety and Health Administration, Title 29 CFR Park 1926.58

By my signature below, I acknowledge receipt of the following documents pertaining to my physical examination:

1. Physician's Written Opinion Form
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RESPIRATOR TRAINING PROGRAM ACKNOWLEDGEMENT

I hereby certify that I have been trained in the use, care and inspection of the respirator(s) and I have had the opportunity to wear and fit-test the respirator(s) I may use. I acknowledge my understanding of the following terms:

1. Explanation of the ramification of misuse
2. Discussion of why engineering controls cannot be used and instead of respiratory equipment
3. Why the particular respirator was selected
4. Limitation of the selected respirator
5. Maintenance of the respirator
6. Recognizing and handling emergency situation
7. Inspecting the respirator
8. Use of air purifying and air-supplied respiratory equipment
9. Purpose of medical evaluation
10. Proper fit-testing techniques

JENNIFER M FELDHAEUSSER NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 5, 2014

Signature

Elder Reyes
Print/Type Name

XXX-XX-6123
Social Security Number

Jennifer M. Feldhaeusser
Notary Public/Commission Expires:

Healthworx

Your Health is Our Business

PHYSICIANS WRITTEN OPINION

The below individual has been cleared according to the following:

☑ Asbestos Standard 29CFR 1910.1001

☐ HAZWOPER Standard 29 CFR 1910.120 and 1926.65

☑ Respiratory Protection Standard 29 CFR 1910.134 and 1926.103

☐ Silica Standard 29 CFR 1910.1000

Elder Reyes	XXX-XX- 6123	2 / 25 / 2013
Employee	SSN	Date

1. In my medical opinion the employee has a detected medical condition(s) that would place the employee at an increased risk of material health impairment from exposure to work in hazardous waste operations or from respirator use.

   ☑NO ☐YES, employee has the following conditions_____

2. Are there any recommended limitations on the employee or upon the use of personal protective equipment such as clothing or respirators?

   ☑NO ☐YES, employee has the following limitations_____

3. I have informed the employee of the results of the medical examination and of any medical conditions resulting from asbestos exposure that require further explanation or treatment

4. I have informed the above named individual of the results of his/her medical evaluation.

5. The results of the medical examination and any applicable tests are available to the employee upon his/her request.

Signed _____ 2/25/2013

Louise Sheffield, MD, MPH — Date

6825 Jimmy Carter Blvd, Suite 1100, Norcross, GA 30071 Phone: 404-855-3300 Fax: 404-855-4331
www.eHealthworx.com

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

RESPIRATOR FIT TEST CERTIFICATION / CERTIFICACION DE PRUEBA DE ATAQUE DE RESPIRADOR

THIS IS TO CERTIFY THAT Elder Reyes HAS BEEN FITTED AND TRAINED IN THE USE, LIMITATIONS, AND MAINTENANCE OF THE SURVIVAIR BRAND RESPIRATOR MSHA-NIOSH APPROVAL #TC21C-244. IN COMPLIANCE WITH OSHA/MSHA REGULATIONS USING THE IRRITANT SMOKE QUALITATIVE PROTOCOL.

ESTO DEBERA CERTIFICAR que ESE _____ se HA QUEDADO Y HA SIDO ENTRENADO EN EL USO, EN las LIMITACIONES, Y EN la CONSERVACION DEL de MSHA-NIOSH de RESPIRADOR de MARCA de SURVIVAIR #TC21C-244 APROBACION. EN CONFORMIDAD CON las REGULACIONES de OSHA/MSHA que UTILIZA LA SUSTANCIA IRRITANTE FUMA PROTOCOLO CUALITATIVO.

4/2/13
Date / Fecha

Fred Culleton
Director, Training & Safety /
El Director de la del Entrenando & la Seguridad

EMPLOYEE'S ACKNOWLEDGMENT / RECONOCIMIENTO DE EMPLEADO

I HEREBY ACKNOWLEDGE HAVING RECEIVED THIS RESPIRATOR TRAINING WHILE AND EMPLOYEE OF:

Yo POR LA PRESENTE RECONOZCO RECIBI ESTE RESPIRADOR que ENTRENA MIENTRAS Y el EMPLEADO DE:

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

Employee Signature / Firma de Empleado

ANTHONI WRIGHT
EMPLOYEE DOCUMENTATION

Asbestos Consulting & Training Systems

39647.6907CERT/W

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 324-7208

Processed By:

Seagull

To Authenticate Certificate:
www.seagulltraining.com
1-800-966-9933

This is to Certify that

Anthoni S. Wright

XXX-XX-7652

5252 Ridge Forest Dr., Stone Montain,GA

has successfully completed an English

Asbestos Worker Course

16-Jul-12 TO 19-Jul-12

Individual above has completed the requsite training for accreditation under TSCA Title II

Meets state requirements of 326 IAC (IDEM) and FL49-0001020/CN-0006268.

NDAAC Provider #451 Trainer(s): Jim Stump

Training Address: 5891 New Peachtree RD Suite 122, Atlanta, GA, 30340

Successful course completion based on exam score on: 19-Jul-12

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2615), I CERTIFY THAT THIS TRAINING COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF TITLE IV OF THE TOXIC SUBSTANCES CONTROL ACT, 40 CFR PART 745 OR 763, AND ALL OTHER APPLICABLE FEDERAL, STATE OR LOCAL PROVISIONS, AS AMENDED.

James F. Stump, Course Sponsor

Certificate Number..... 154116

This Certificate Expires:

19-Jul-13 07/19/13

Course Number GE1229

© GOES 442
All Rights Reserved

LITHO. IN U.S.A.

DPC General Contractors, Inc. · 2066 Weems Road, Tucker, Georgia 30084 · 404/373-0561 FAX 404/373-7720

Date 8 / 1 /2012

CERTIFICATE OF WORKER'S RELEASE

Asbestos abatement for **ALL PROJECTS** performed by **DPC General Contractors, Inc.**, while I am employed with them.

A. In consideration of my employment by **DPC General Contractors, Inc.** in connection with the removal and disposal of asbestos, other work in asbestos contaminated work areas, and in consideration of the sum of ONE and No/100 ($1.00) dollars and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows.

1. I acknowledge and understand that I have been or will be employed in connection with the removal of, disposal of, or other treatment of asbestos, or other work in asbestos contaminated work areas, and I acknowledge that I have been advised of, in my native language, and I understand the dangers inherent in handling asbestos and breathing asbestos dust, including, but not limited to, THE FACT THAT ASBESTOS CAN CAUSE ASBESTOSIS AND IS A KNOWN CARCNOGEN AND CAN, THEREFORE, CAUSE VARIOUS TYPES OF CANCER.

2. I acknowledge and understand that ANY CONTACT WITH ASBESTOS, WHETHER IT CAN BE SEEN OR NOT, MAY CAUSE ASBESTOSIS AND VARIOUS FORMS OF CANCER, WHICH MAY NOT SHOW UP FOR MANY YEARS, and I covenant and agree faithfully to take all precautions required of me.

3. I knowingly assume all risks in connection with potential exposure to asbestos, and I do hereby, for myself and my heirs at law, release and forever discharge Owner, Owner's Representatives, Architect, Independent Testing Laboratory or Engineers employed by the Owner, Owner's Representative, Architect and all of their Directors, Officers, Employees, Nominees, Personnel Representatives, Affiliates, Successors and Assigns from and against any and all liability whatsoever, at common law or otherwise, except any rights which the undersigned may have under the provisions of the applicable workmen compensation laws. Except as specifically set forth herein I hereby waive and relinquish any and all claims of every nature which I now have or may have or claim to have which are in any way directly or indirectly, related to exposure to asbestos and asbestos containing materials.

4. I hereby warrant and represent that I have not been disabled, laid off or compensated in damages or otherwise because of the disease of asbestos or any form of cancer.

CERTIFICATE OF INVOLVEMENT IN MEDICAL SURVEILLANCE PROGRAM

I hereby certify that I am actively involved in the employee medical surveillance program of **DPC General Contractors, Inc.** in conformity with US Department of Labor, Occupational Safety and Health Administration, Title 29 CFR Park 1926.58

By my signature below, I acknowledge receipt of the following documents pertaining to my physical examination:

1. Physician's Written Opinion Form
2. Physical Examination Record
3. Roentgen graphic Interpretation
4. Asbestos Initial Medical Questionnaire
5. Spiro meter Data Record

RESPIRATOR TRAINING PROGRAM ACKNOWLEDGEMENT

I hereby certify that I have been trained in the use, care and inspection of the respirator(s) and I have had the opportunity to wear and fit-test the respirator(s) I may use. I acknowledge my understanding of the following terms:

1. Explanation of the ramification of misuse
2. Discussion of why engineering controls cannot be used and instead of respiratory equipment
3. Why the particular respirator was selected
4. Limitation of the selected respirator
5. Maintenance of the respirator
6. Recognizing and handling emergency situation
7. Inspecting the respirator
8. Use of air purifying and air-supplied respiratory equipment
9. Purpose of medical evaluation
10. Proper fit-testing techniques

Signature

Print/Type Name

XXX-XX- 7652

Social Security Number

Notary Public/Commission Expires

GEORGIA GWINNETT COUNTY NOTARY PUBLIC JENNIFER M. FELDHAUSER MY COMMISSION EXPIRES APRIL 5, 2014

PHYSICIAN WRITTEN OPINION
CLAIRMONT MEDICAL CLINIC
349 CLAIRMONT ROAD ATLANTA, GA 30319
404-477-1218

In accordance with the requirements of Section (1) (7) of the OSHA General Industry Asbestos Standard 29CRF 191.1001, and in accordance with the requirements of Section (M) (4) of the OSHA Construction Industry Asbestos Standard, 29DFR 1926.62, the examining physician/clinic does provide the worker with the written opinion containing the following:

THIS IS TO CERTIFY THAT ON THIS DATE JULY 19, 2012 AND IN

ACCORDANCE WITH THE OSHA Asbestos Standard 29CFR 1926.1101 AND OSHA LEAD STANDARD 29 CFR 1926.62

Social Security Number XXX-XX-7652

1. I have examine **Wright Anthoni**
is and base on my findings, have determine this individual ☑ may ☐ may not use a respiratory device while performing his/her require work and ☑ is ☐ is not capable of working in hot work environment, and close confined areas and/or high places.

2. The result on this examination ☐ have ☑ have not detected any medical condition which would place the worker at an increased risk of health impairment from exposure to asbestos.

3. The worker ☐ has ☑ has not history of occupational incident.
(Brief Details)

4. In accordance with OSHA requirements, I have informed the above named individual of the results on his/her medical examination and of any medical condition that may result from the exposure to asbestos.

5. The worker has been informed by me of the increases risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.
Worker uses tobacco products. ☑ Yes ☐ No

The complete medical examination report on the above named individual will be forwarded to your company pending final conclusion and interpretation of any medical data collected during the examination. (Issued two thousand twelve)

Examining Physician Signed Yohannes A Belachew Date JULY 19, 2012

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

RESPIRATOR FIT TEST CERTIFICATION / CERTIFICACION DE PRUEBA DE ATAQUE DE RESPIRADOR

THIS IS TO CERTIFY THAT Anthony Wright HAS BEEN FITTED AND TRAINED IN THE USE, LIMITATIONS, AND MAINTENANCE OF THE SURVIVAIR BRAND RESPIRATOR MSHA-NIOSH APPROVAL #TC21C-244. IN COMPLIANCE WITH OSHA/MSHA REGULATIONS USING THE IRRITANT SMOKE QUALITATIVE PROTOCOL.

ESTO DEBERA CERTIFICAR que ESE _____ se HA QUEDADO Y HA SIDO ENTRENADO EN EL USO, EN las LIMITACIONES, Y EN la CONSERVACION DEL de MSHA-NIOSH de RESPIRADOR de MARCA de SURVIVAIR #TC21C-244 APROBACION. EN CONFORMIDAD CON las REGULACIONES de OSHA/MSHA que UTILIZA LA SUSTANCIA IRRITANTE FUMA PROTOCOLO CUALITATIVO.

8/1/12
Date / Fecha

Fred Culleton
Director, Training & Safety /
El Director de la del Entrenando & la Seguridad

EMPLOYEE'S ACKNOWLEDGMENT / RECONOCIMIENTO DE EMPLEADO

I HEREBY ACKNOWLEDGE HAVING RECEIVED THIS RESPIRATOR TRAINING WHILE AND EMPLOYEE OF:

Yo POR LA PRESENTE RECONOZCO RECIBI ESTE RESPIRADOR que ENTRENA MIENTRAS Y el EMPLEADO DE:

DPC GENERAL CONTRACTORS, INC.
2066 Weems Road
Tucker, Georgia 30084

Anthony Wright
Employee Signature / Firma de Empleado

APPENDIX VI

Georgia Environmental Protection Division

License To Conduct Regulated Asbestos Activities in Georgia

Lead-Based Paint and Asbestos Program

Certification, Accreditation, Licensing Unit

F Allen Barnes, Director
4244 International Parkway, Suite 104
Atlanta, Georgia 30354

DPC General Contractors, Inc

Having satisfied the requirements of The Georgia Asbestos Safety Act, O.C.G.A. 12-12-1, et seq and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14, Is Hereby Licensed as an ASBESTOS CONTRACTOR To Remove and Encapsulate Friable Asbestos Containing Materials Within the State of Georgia. This Certificate May Be Subject To Revocation, Suspension, Modification Or Amendment By The Director For Cause Including Evidence Of Noncompliance; Or For Any Misrepresentation Made In The Application, Supporting Data Entered Therein Or Attached Thereto, Or Any Subsequent Submittals Or Supporting Data; Or Any Alterations Affecting The Ability To Perform Duties Properly.

Company Owner/President OSCAR DAVID SEVER

Company Mailing Address

2066 WEEMS RD.

TUCKER , Georgia 30084

Phone: 404-373-0561 *FAX* 404-373-7720 *E-Mail Address* jennifer@dpcgen.net

Company License Number RN031 1

Principal Agent's Name OSCAR SEVER

Agent's Date of Birth	*Agent's Height*	*Agent's Weight*
6/25/1946	5 *Ft.* 11 *In.*	170

Agent's Authorization Number 1506 1

The Company License and the Agent's Authorization are interconnected, and the issue and expiration dates run concurrently. The issue and expiration dates shown below apply to both the Company License and the Agent's Authorization. If the agent ceases his authorization to serve, a replacement agent must be submitted immediately for approval consideration.

ISSUE DATE	*EXPIRATION DATE*
3/ 3/2011	3/ 3/2014

Issued By: Digitally signed by Dana Hughes
DN: cn=Dana Hughes, o=Dept of Natural Resources, ou=Lead and Asbestos Program, email=dana.hughes@dnr.state.ga.us, c=US
Date: 2011.03.03 10:43:47 -05'00'

Phone:(404) 363-7026

Print Date *Thursday, March 03, 2011*

August 9, 2013

Fulton County
General Services Department
One Margaret Mitchell Square
6th Floor – Central Library
Atlanta, Georgia 30303

Attention: Mr. Hilary Ndulue

Reference: **REPORT OF ASBESTOS SAMPLING OF ROOF MATERIAL**
Proposed Stewart-Lakewood Library
1332 Metropolitan Parkway SW
Atlanta, Georgia 30310
S&ME Project No. 1804-12-360A

Dear Mr. Ndulue:

S&ME, Inc. (S&ME) is pleased to provide this letter report detailing the results of the asbestos bulk sampling of the roofing system associated with the vacant church building located at 1332 Metropolitan Parkway SW (Subject Property) in Atlanta, Georgia. This work was performed during an onsite meeting on June 18, 2013 between yourself and Mr. Patrick Baird of S&ME. The scope of services detailed in this report was performed in general accordance with S&ME Proposal No. AG4-12-256, dated September 18, 2012 and Change Order Proposal No. AG4-13-119A, dated August 5, 2013.

1. PROJECT BACKGROUND

S&ME originally completed an asbestos survey at the subject property as part of a Hazardous Materials Assessment project (S&ME Project # 1804-12-360, dated November 14, 2012) but was unable to access the roof during that survey. During our June 18, 2013 onsite meeting, roof access was available, and, at your request, S&ME conducted a limited asbestos survey on the roof system at the subject property. During the June 18, 2013 onsite meeting, S&ME was able to collect bulk asbestos samples of a portion of asphalt shingled roof (similar to the sanctuary roof) and the built-up roofing system of the 4-story church building. The built-up roofing system consisted of a silver roof paint coating, parapet flashing mastic, and a bituminous roofing material. *It should be noted that S&ME was unable to access the roofing system above the sanctuary, but it was assumed that the shingled roofing material located on an overhang of the 4-story building attached to the sanctuary building was constructed with the same material as the sanctuary.*

The purpose of this limited asbestos survey was to investigate the roofing system at the subject property for the presence of asbestos containing materials (ACMs) to facilitate the proposed

demolition of the onsite building. The identification of ACMs will aid in the prevention of occupational exposures and/or environmental releases of airborne asbestos during future demolition activities.

1.1 Limitations

The resulting report is provided for the use of Fulton County- General Services Department. Use of this report by any third parties will be at such party's sole risk except when granted under written permission by S&ME. Any such authorized use or reliance by third parties will be subject to the same Agreement, under which the work was conducted for Fulton County- General Services Department.

Significant destructive testing was not performed, therefore the possibility exists that suspect materials were not detected in inaccessible areas of the roof. It should be noted that samples were collected of visible materials and were collected down to the substrate. Some areas of the roof at the subject property were not accessed during the June 18, 2013 survey because they could not be reached safely at the time of the survey. If suspect materials are encountered during demolition activities or other destructive actions, S&ME recommends stopping work that may impact the additional suspect ACMs and sample the suspect material for asbestos content.

This service was performed exercising the ordinary skill and competence of consulting professionals in relevant disciplines in this region. The results presented in this report are indicative of conditions only during the time of the survey and of the specific areas referenced. The information provided in this survey report should not be used as a bidding document, and field conditions should be verified.

2. INVESTIGATIVE PROCEDURES AND FINDINGS

Roof access was made available during our June 18, 2013 onsite meeting; therefore, Mr. Patrick Baird conducted a limited asbestos survey of the roofing system on the 4-story church building attached to the sanctuary building. Mr. Baird is an accredited U.S. Environmental Protection Agency/Asbestos Schools Hazard Abatement Reauthorization Act (EPA/ASHARA) asbestos inspector (Certificate #13565).

A sampling strategy was developed to provide representative samples of accessible suspect ACMs on the roof of the 4-story church building at the subject property. Bulk samples were then extracted from suspect ACMs, recorded on a chain of custody record, and submitted to Analytical Environmental Services, Inc. (AES) in Atlanta, Georgia. The laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), which is administered by the National Institute of Standards and Technology.

The suspect materials were analyzed by trained microscopists using (polarized light microscopy) PLM techniques coupled with dispersion staining in accordance with EPA Test Method Title 40 Code of Federal Regulations, Chapter I (1-1-87 edition), Part 763, Subpart F-APPENDIX A. This method identifies asbestos mineral fibers based on six optical characteristics: morphology, birefringence, refractive index, extinction angle, sign of elongation and dispersion staining

colors. The laboratory analysis reports the specific type of asbestos identified (there are six asbestos minerals) and the percentage of asbestos present.

Eight bulk samples of suspect ACMs were collected and submitted for laboratory analysis by EPA Method 600/R-93/116. The EPA and Georgia Environmental Protection Division (EPD) define materials as asbestos containing if an asbestos content >1% is detected in a representative sample. Based on laboratory analysis of the bulk samples collected from the roof at the subject property, asbestos was detected in the following material:

- Silver paint coating – Located on entire built-up roofing system. Approximately 4,300 square feet (SF).
- Flashing Mastic – Located on Parapet Wall – Approximately 830 SF.

The laboratory analytical report and chain-of-custody record for the asbestos bulk samples collected are provided in **Appendix I**. A photographic log of the roofing system and associated ACMs has been provided in **Appendix II**. A copy of the inspector's EPA asbestos accreditation certificate has been provided in **Appendix III**.

3. CONCLUSIONS AND RECOMMENDATIONS

The June 18, 2013 limited asbestos survey of the roofing material conducted at 1332 Metropolitan Parkway SW, Atlanta, Georgia, identified ACMs per Georgia EPD and EPA regulations. The flashing mastic and silver paint coating identified as ACMs during this survey are usually categorized by the National Emission Standard for Hazardous Air Pollutants (NESHAP) as Category-I non-friable material; however, the silver paint coating can also be classified as regulated asbestos containing material (RACM), if the material will be removed or demolished in a way that causes the material to become friable.

S&ME recommends proper removal and disposal of the identified ACMs, by a Georgia EPD licensed asbestos contractor, prior to any destructive activities which may disturb the materials.

A copy of this report should be submitted to the Georgia EPD, along with a separate asbestos notification, 10 business days prior to any destructive actions. This report should also be provided to the contractor(s) to assist with compliance with applicable State and Federal regulations.

4. CLOSING

S&ME sincerely appreciates the opportunity to provide you with this asbestos bulk sampling service. If you have any questions regarding this project, please contact us at (770) 919-0969.

Sincerely,
S&ME, Inc.

Patrick Baird, P.G.
Project Manager

Eric Lowe, P.G.
Senior Reviewer

Attachments

APPENDIX I

ASBESTOS BULK SAMPLE LABORATORY ANALYSIS AND CHAIN-OF-CUSTODY RECORD

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

3785 Presidential Pkwy., Atlanta, GA 30340-3704

(770) 457-8177 / Toll Free (800) 972-4889 / Fax (770) 457-8188

CHAIN OF CUSTODY
BULK ASBESTOS ANALYSIS

1306H19

Client Name: S+ME, Inc.

Phone: (770) 919-0969

Address: 3380 Town Point Dr., Ste. 140

Fax: (770) 919-2560

City, State, Zip: Kennesaw, GA. 30144

Project Name: Metropolitan Pkwy.

Contact: Pat Baird

Project Number: 1804-12-360A

Sampler's Name: Pat Baird

Sampling Date: 6/18/13

	Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time	Comments	For AES Use Only
1	Roof-1	Built-up bituminous Roof	PLM	5 Day		
2	Roof-2	"				
3	Roof-3	silver parapet sealer				
4	Roof-4	"				
5	Roof-5	Flashing mastic				
6	Roof-6	"				
7	Roof-7	Asphalt Shingle Roof				
8	Roof-8	"				
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Relinquished by: Pat Baird — Date/Time: 6/18/13 0430

Received by: [illegible] — Date/Time: 6/19/13 1105

Relinquished by: [illegible] — Date/Time: 6/19/13 3:07

Received by: — Date/Time:

FOR LAB USE ONLY

Lab Recipient: [illegible] — Date/Time: 6/19/13 — Method of Shipment: Courr

13:07

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

AES

NVLAP

Lab Code 102082-0

25-Jun-13

Client Name:	**S&ME, Inc.**	AES Job Number:	**1306H19**
Project Name:	**Metropolitan Pkwy.**	Project Number:	**1804-12-360A**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
Roof-1 Layer: 1	1306H19 -001A	Built - Up Bitumenous Roof	5	ND	ND	ND	ND	ND	Silver paint
Roof-1 Layer: 2	1306H19 -001A	Built - Up Bitumenous Roof	ND	ND	ND	ND	ND	ND	Tar
Roof-1 Layer: 3	1306H19 -001A	Built - Up Bitumenous Roof	ND	ND	ND	ND	ND	ND	Tar
Roof-2 Layer: 1	1306H19 -002A	Built - Up Bitumenous Roof	5	ND	ND	ND	ND	ND	Silver paint
Roof-2 Layer: 2	1306H19 -002A	Built - Up Bitumenous Roof	ND	ND	ND	ND	ND	ND	Shingle
Roof-2 Layer: 3	1306H19 -002A	Built - Up Bitumenous Roof	3	ND	ND	ND	ND	ND	Silver paint

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES,Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

This report must not be reproduced except in full without written approval of Analytical Environmental Services, Inc.

Microanalyst: Vira Ruiz

QC Analyst: Yelena Khanina

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

25-Jun-13

Client Name:	**S&ME, Inc.**	AES Job Number:	**1306H19**
Project Name:	**Metropolitan Pkwy.**	Project Number:	**1804-12-360A**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
Roof-2 Layer: 4	1306H19 -002A	Built - Up Bitumenous Roof	ND	ND	ND	ND	ND	ND	Shingle
Roof-2 Layer: 5	1306H19 -002A	Built - Up Bitumenous Roof	ND	ND	ND	ND	ND	ND	Tar
Roof-2 Layer: 6	1306H19 -002A	Built - Up Bitumenous Roof	ND	ND	ND	ND	ND	ND	Felt
Roof-2 Layer: 7	1306H19 -002A	Built - Up Bitumenous Roof	5	ND	ND	ND	ND	ND	Silver paint
Roof-2 Layer: 8	1306H19 -002A	Built - Up Bitumenous Roof	ND	ND	ND	ND	ND	ND	Felt
Roof-2 Layer: 9	1306H19 -002A	Built - Up Bitumenous Roof	ND	ND	ND	ND	ND	ND	Tar

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES,Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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Microanalyst: Vira Ruiz

QC Analyst: Yelena Khanina

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

25-Jun-13

Client Name:	**S&ME, Inc.**	AES Job Number:	**1306H19**
Project Name:	**Metropolitan Pkwy.**	Project Number:	**1804-12-360A**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
Roof-2 Layer: 10	1306H19 -002A	Built - Up Bitumenous Roof	ND	ND	ND	ND	ND	ND	Felt
Roof-3 Layer: 1	1306H19 -003A	Silver Parapet Sealer	3	ND	ND	ND	ND	ND	Silver paint
Roof-3 Layer: 2	1306H19 -003A	Silver Parapet Sealer	ND	ND	ND	ND	ND	ND	Silver paint
Roof-4 Layer: 1	1306H19 -004A	Silver Parapet Sealer	3	ND	ND	ND	ND	ND	Silver paint
Roof-4 Layer: 2	1306H19 -004A	Silver Parapet Sealer	ND	ND	ND	ND	ND	ND	Silver paint
Roof-5 Layer: 1	1306H19 -005A	Flashing Mastic	5	ND	ND	ND	ND	ND	Tar

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES,Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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Microanalyst: Vira Ruiz

QC Analyst: Yelena Khanina

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

25-Jun-13

Client Name:	**S&ME, Inc.**	AES Job Number:	**1306H19**
Project Name:	**Metropolitan Pkwy.**	Project Number:	**1804-12-360A**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
Roof-6 Layer: 1	1306H19 -006A	Flashing Mastic	5	ND	ND	ND	ND	ND	Tar
Roof-6 Layer: 2	1306H19 -006A	Flashing Mastic	ND	ND	ND	ND	ND	ND	Tar
Roof-7 Layer: 1	1306H19 -007A	Asphalt Shingle Roof	ND	ND	ND	ND	ND	ND	Shingle
Roof-8 Layer: 1	1306H19 -008A	Asphalt Shingle Roof	ND	ND	ND	ND	ND	ND	Shingle

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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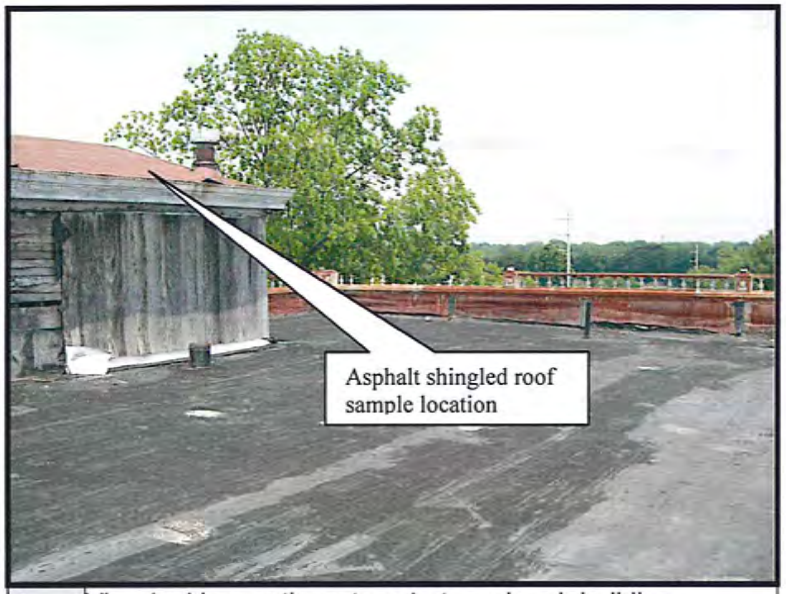
Microanalyst: Vira Ruiz

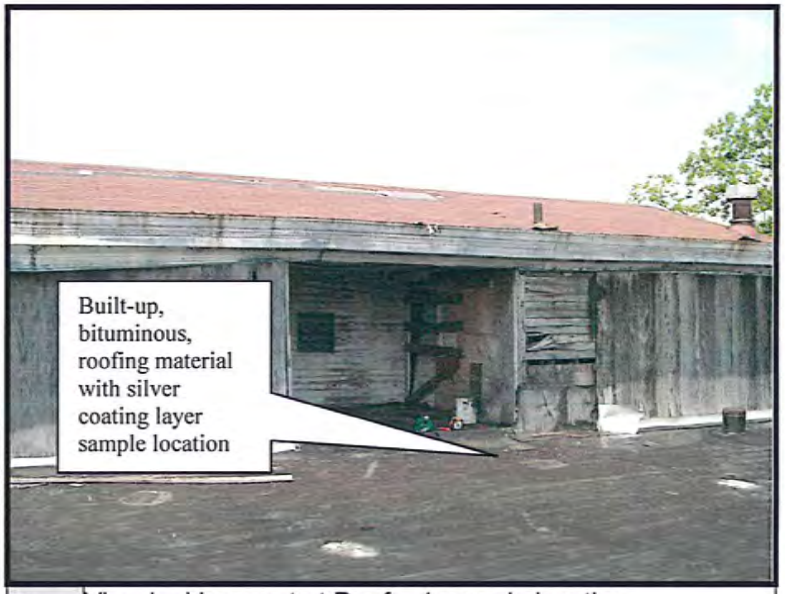
QC Analyst: Yelena Khanina

APPENDIX II

PHOTO LOG



1 View looking northwest on 4-story church building attached to sanctuary building.



2 View looking west at Roof – 1 sample location.

3 View looking West at the west parapet wall on 4-story church building.

4 View looking north at the north and east parapet walls on the 4-story church building.

S&ME	Proposed Stewart-Lakewood Library 1332 Metropolitan Parkway SW, Fulton Co., Georgia	S&ME Project #1804-12-360A	
		Taken by: PB	Date Taken: June 2013

APPENDIX III

INSPECTOR CERTIFICATIONS

The Environmental Institute

Patrick Baird

Social Security Number - XXX-XX-2955
S&ME, Inc. - 3380 Town Point Drive, Suite 140 - Kennesaw, Georgia 30144

Has completed coursework and satisfactorily passed an examination that meets all criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation

Asbestos in Buildings: Inspector Refresher

December 18, 2012
Course Date

13565
Certificate Number

December 18, 2012
Examination Date

December 17, 2013
Expiration Date

David W. Hogue - Principal Instructor / Training Manager

Rachel G. McCain - Exam Administrator

(Approved by the ABIH Certification Maintenance Committee for 1/2 CM point - Approval #11-577)

(Florida Provider Registration Number FL49-0001342 - Course #FL49-0002805)

TEI - 1841 West Oak Parkway, Suite F - Marietta, Georgia 30062 - (770) 427-3600 - www.tei-atl.com