



**INVITATION TO BID
ASBESTOS ABATEMENT AND DEMOLITION
805 E. POWDERHORN DR.**

BID NUMBER 15-041

Pre-Bid Conference
January 6, 2015; 10:00 a.m.
City of Sandy Springs
Flying Pig Conference Room
7840 Roswell Road Suite 500
Sandy Springs, Georgia 30350

Bid due date: January 14, 2015; 2:00 p.m.

Questions must be directed in writing to:
City of Sandy Springs, Purchasing Agent, Lynn Taylor,
via e-mail to:
[*etaylor@sandyspringsga.gov*](mailto:etaylor@sandyspringsga.gov)

Deadline for questions from prospective contractors
is January 7, 2015; 5:00 p.m.
Questions received after this date and time may not be answered.

The Pre-Disaster Mitigation (PDM) Program provides funding to States and communities for cost-effective hazard mitigation activities that complement a comprehensive mitigation program, and reduce injuries, loss of life, and damage and destruction of property. The PDM Program was authorized by Section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 USC, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA).

DEFINITIONS

SSPWD: Sandy Springs Public Works Department

GDOT: Georgia Department of Transportation

ENGINEER: The Sandy Springs Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

CONTRACT DOCUMENTS: Contract Agreement, General Conditions,
Special Provisions, Technical Specifications,
Drawings and Plans, Bidding Documents

CITY OF SANDY SPRINGS

INVITATION TO BID #15-041 ASBESTOS ABATEMENT AND DEMOLITION 805 E. POWDERHORN DRIVE

The City of Sandy Springs is accepting sealed bids from qualified firms, **meaning a Prequalified Contractor listed by the Georgia Department of Transportation, Office of Contract Administration**, for the **ITB #15-041 ASBESTOS ABATEMENT AND DEMOLITION 805 E. POWDERHORN DRIVE**, for the **Public Works Department**. The contractor must self-perform tasks constituting a minimum of fifty-one percent (51%) of the value of the contract.

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein. A Pre-Bid Conference will be held on **January 6, 2015; 10:00 a.m.** at the City of Sandy Springs City Hall Flying Pig Conference Room. Deadline for questions from prospective contractors is 5:00 p.m., January 7, 2015. Questions received after this date and time may not be answered.

Sealed bids will be received no later than **January 14, 2015; 2:00 p.m.** in the City of Sandy Springs Purchasing Office, 7840 Roswell Road, Bldg. 500, Sandy Springs, Georgia 30350 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Office **will not** be accepted.

Bids shall be presented in a sealed opaque envelope with the bid number and name **ITB #15-041 ASBESTOS ABATEMENT AND DEMOLITION 805 E. POWDERHORN DRIVE** clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. **One (1) original and three (3) identical copies should be submitted along with a CD containing a scanned copy of the bid in PDF format.** Bids will not be accepted verbally or by fax or email. Bid packages are available on the City of Sandy Springs website, purchasing page <http://www.sandyspringsga.org/business/doing-business-with-the-city/bidding-opportunities> and also may be downloaded from the DOAS website (www.doas.georgia.gov). All questions should be forwarded in writing to Lynn Taylor at etaylor@sandyspringsga.gov. Please refer to **ITB #15-041 ASBESTOS ABATEMENT AND DEMOLITION 805 E. POWDERHORN DRIVE** when requesting information.

Due to the Federal funding of this project, the Contractor agrees to ensure to the fullest extent possible that at least 13.7% Minority Business Enterprise (MBE) and 7% Women Business Enterprises (WBE) of federal funds for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black college and universities.

The Pre-Disaster Mitigation (PDM) Program provides funding to States and communities for cost-effective hazard mitigation activities that complement a comprehensive mitigation program, and reduce injuries, loss of life, and damage and destruction of property. The PDM Program was authorized by Section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 USC, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA).

The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is thirty (30) calendar days from the date of the "Notice to Proceed." Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

BID FORM
(Bidder to sign and return)

**TO: PURCHASING MANAGER
CITY OF SANDY SPRINGS
SANDY SPRINGS, GEORGIA 30350**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

ITB #15-041 ASBESTOS ABATEMENT AND DEMOLITION 805 E. POWDERHORN DRIVE

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within **thirty (30)** calendar days from the initial Notice to Proceed.

The Bidder will be required to sign a "Notice of Intent" (NOI) as the "operator" prior to beginning construction. The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMP's) throughout the term of the project. Upon completion and prior to final payment the Bidder will be required to sign a "Notice of Termination (NOT) upon final approval by COSS.

Attached hereto is an executed Bid Bond (bond only: certified checks or other forms are not acceptable).
_____ in the amount of _____ Dollars (\$ Five Percent of Amount Bid).

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory

contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sandy Springs as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:
Signed, sealed, and dated this _____ day of _____

Bidder _____
Company Name

Seal

Bidder Mailing Address:

By: _____

Title: _____

By: _____

Title: _____

BIDDING INSTRUCTIONS

The following items should be returned with the bid documents.

One (1) original and three (3) identical copies should be submitted along with a CD containing a scanned copy of the bid in PDF format.

- City Bid Schedule and City Bid Form
- Bid Bond*
- Applicable Compliance Specifications Sheets
- Applicable Addenda Acknowledgement
- Affidavit Verifying Status for City Public Benefit Application*
- Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)*
- Qualifications Signature and Certification
- Corporate Certificate*
- List of Subcontractors*
- CD containing scanned copy of bid in PDF format

***These pages can be found in the Appendices' section of the Sample Contract.**

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Sandy Springs. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services 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 damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Email Address _____

Print/Type Company Name Here _____



**SAMPLE
CONTRACT AGREEMENT**

For

**ASBESTOS ABATEMENT AND DEMOLITION
805 E. POWDERHORN DRIVE
("Project")**

Between

**CITY OF SANDY SPRINGS, GEORGIA
("City")**

and

("Contractor")

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CONTRACT AGREEMENT

This Agreement is made by and between the City of Sandy Springs, a political subdivision of the State of Georgia (hereinafter referred to as the City) and *contractor name*, (hereinafter referred to as the Contractor) under seal for construction of the **ASBESTOS ABATEMENT AND DEMOLITION 805 E. POWDERHORN DRIVE** (hereinafter referred to as the Project);

WHEREAS, the Contractor desires to enter into this Agreement for construction of the Project and has represented to the City that it is qualified, experienced to provide such services necessary for construction of the Project (the City requires that the Contractor and to comply with all federal, state and local legal requirements imposed on the Project as the result of federal funding and the City has relied on such representation);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Contractor and the City as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, General Conditions, Special Provisions, the Technical Specifications, the Drawings and Plans, Bidding Documents, all Change Orders and Field Orders issued hereafter, the base bid made by the Contractor in response to the City's Invitation to Bid No. 15-041 (the "Bid"), and any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form a part of this Contract.

1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project.

1.4 Subletting, Assignment, or Transfer

1.4.1 It is understood by the parties to this Agreement that the Work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the City.

1.4.2 The City reserves the right to review all subcontracts prepared in connection with the Agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with Subcontractor cost estimates for the City's review and written concurrence in advance of their execution.

1.4.3 All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this

Agreement.

1.5 No Privity with Others

1.5.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.6 Intent and Interpretation

1.6.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price, as hereinafter defined.

1.6.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.6.4 The words include, includes, or including, as used in this Contract, shall be deemed to be followed by the phrase, without limitation.

1.6.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.6.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the shop drawings and the product data and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the City of the Contract Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING THE DOCUMENTS FOR THE PROJECT, INCLUDING THE DRAWINGS AND SPECIFICATIONS FOR THE PROJECT.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.6.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.7 Ownership of Contract Documents

1.7.1 The Contractor may be provided, have access to or become aware of the City's Confidential Information

including the City's strategic plans, employee data, customer data and other technical and business information of the City (collectively referred to as the "Confidential Information"). The term Confidential Information includes the deliverables as well as all information generated by the Contractor that contains, references or is derived from the Confidential Information and the Services including, without limitation, the Contractor's summaries, analysis, extracts, working papers and notes relating to the Services and the Deliverables (referred to as the "Working Papers"). The Contractor agrees not to disclose the Confidential Information to third parties without the prior written approval of the City and not to make use of the Confidential Information other than as needed to perform the Services. The Contractor further agrees that it will only disclose the Confidential Information to its personnel on a need-to-know basis solely for the performance of the Services and will protect the Confidential Information with the same degree of care that the Contractor uses to protect its own confidential information, but no less than reasonable care or as the various laws may require or impose.

All Confidential Information as well as other documents, data and information provided to the Contractor by the City is and will remain the property of the City to the extent that it was the property of the City at the time it was provided to the Contractor.

All Confidential Information shall be returned to the City by the Contractor within five (5) business days of the completion of the Services under this Contract. The Contractor will keep no copies of the Confidential Information except that the Contractor may retain one copy of the Working Papers as required by law, regulation, professional standards or reasonable business practice. If requested by the City, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof (except for one copy of the Working Papers) have been delivered to the City or destroyed.

The Contract Documents, and each of them, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.8 Hierarchy of Contract Documents

1.8.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract Agreement and General and the specifications, the requirements of the Contract Agreement shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the City in writing by the Contractor.

ARTICLE II

THE WORK

2.1 Contractor Responsibility

2.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 “Work” Defined

2.2.1 The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described in Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein.

2.3 Review of Work

2.3.1 Authorized representatives of the City, GDOT, and affected federal agencies may at all reasonable times review and inspect the activities and data collected under the terms of the Contract and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the City.

2.4 Workday and Restrictions, Suspension and Interruption

2.4.1 Normal workday for the Work shall be from 8:00 A.M. to 5:00 P.M. and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request on a case-by-case basis. The City may restrict work hours in certain locations or at certain times of the day. No work will be allowed on national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine appropriate for the convenience of the City. The time for completion of the Work shall be extended by the number of days the Work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

2.5 Work to be performed by the Prime Contract

2.5.1 Tasks constituting of at least fifty-one percent (51%) of the value of this contract must be performed directly by the prime contractor and shall not be sub-contracted to other firms.

2.5.2 The contractor shall identify which tasks shall be self-performed.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than thirty (30) calendar days, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

3.1.2 The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of

unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 Substantial Completion shall mean that stage in the progression of the Work when the City deems the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The total contract amount for the Project (the "Contract Price") shall be as set forth in the bid schedule ("Bid Schedule") attached hereto as EXHIBIT B, BID SCHEDULE and incorporated herein. Payment to the Contractor pursuant to the Bid Schedule is full payment for the complete scope of services. The Contract Price shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Bid Schedule

5.1.1 The Contractor shall invoice and be paid pursuant to the Bid Schedule contained in the Contract Documents.

5.2 Payment Procedure

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 Based upon the Contractor's invoices for payment submitted to the City, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 5th day of each month after commencement of the Work, the Contractor shall submit an invoice for Work satisfactorily completed as evaluated by an inspector representing the City pursuant to the Bid Schedule. The invoice shall be in such form and manner, and with such supporting data and content, as the

City may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated into the Work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by the City) for subsequent incorporation into the Work, less the total amount of previous payments received from the City. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the City, that the City has title to such materials and equipment and shall include proof of required insurance. Such invoice shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Work, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the invoice and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the invoice and is as required by this Contract. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following receipt of each invoice. The amount of each partial payment shall be the amount approved for payment less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The City shall not be precluded from the exercise of any of its rights as set forth in Paragraph 5.3 herein below; PROVIDED, HOWEVER, that when fifty (50) percent of the Contract value, including Change Orders and other additions to the Contract value, provided for by the Contract Documents is due, and the manner of completion of the Contract Work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City, and with the approval of the Contractor, the retainage of any Subcontractor may be released separately as the Subcontractor completes its Work. If, however, after discontinuing the retention, the City determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the City, the Contractor and Subcontractors shall be entitled to resume withholding retainage accordingly. The rights of the City set forth herein to retainage are in addition to all of the other rights and remedies of the City set forth in this Agreement.

5.2.4 The Contractor warrants that upon submittal of an invoice, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, unlikely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;

- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Substantial Completion

5.4.1 When the Contractor believes that the Work is substantially complete, the Contractor shall so notify the City. If the City deems the work is substantially complete, the City shall make a preliminary final inspection of the Project and shall submit to the Contractor a list of items to be completed or corrected (the "Punch List"). The Contractor shall complete all items on the Punch List within twenty-one (21) calendar days from the date of issuance of the Punch List by the City. If the Contractor is already in liquidated damages, as herein provided, prior to beginning the Punch List, then liquidated damages will be postponed for the twenty-one (21) calendar days. Once the twenty-one (21) calendar days expire, then liquidated damages will continue to accrue. In any case, once the twenty-one (21) calendar days expire after the Punch List is submitted to the Contractor, then liquidated damages will be assessed.

5.5 Completion and Final Payment

5.5.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Contractor is entitled to the remainder of the unpaid Contract Price as hereinafter provided in Subparagraph 5.5.3. Guarantees required by the Contract shall commence on the date of final completion of the Work.

5.5.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the City, the Contractor shall pay the City the sum of \$ 500.00 (as stipulated in GDOT Standard Specifications 108.08) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be delayed without excuse, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.5.2 The Contractor shall not be entitled to final payment unless and until it submits to the City all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City; consent of Surety, if any,

to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 Upon a determination by an inspector representing the City that the Work is complete in full accordance with this Contract, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the City for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

The City shall make final payment of all sums due the Contractor within thirty (30) days of final completion of the Project as determined by an inspector representing the City.

5.5.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI

THE CITY

6.1 City Responsibility

6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 City's Right to Carry Out Work

6.3.1 If the City determines to order the Contractor to stop the Work under the provisions of Paragraph 6.2, the City shall provide notice to the Contractor and the Contractor's surety under the performance bond that they have seven (7) days to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected and provide the City with a plan to remedy the cause of such Work stoppage. If the Contractor and the surety fail within seven (7) days of such Work stoppage to provide such assurance, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the remedies necessary to eliminate or correct the cause of such Work stoppage. Upon proceeding to perform or cause to be performed any corrective actions, the City shall provide notice to the Contractor and the surety of action being taken by the City. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor and the surety shall be responsible for paying the difference to the City.

ARTICLE VII

THE CONTRACTOR

7.1 Duties with Respect to Documents

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.6.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop drawings, product data or samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 Manner of Performance

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 Supervision

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Compliance

7.4.1 The Contractor's performance of the Work shall comply with all federal and state legal requirements imposed on GDOT including specifically, but not limited to, the provisions governing GDOT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; GDOT's Rules and Regulations Governing the Prequalification of Prospective Bidders, Chapter 672-5; and GDOT's Standard Specifications, Construction of Transportation Systems (current edition), and Special Provisions modifying them, except as noted in the General Conditions to the Contract including in the Contract Documents. The Contractor shall require all subcontracts for construction of the Project to incorporate the requirements of this Subparagraph.

7.4.2 The Contractor shall comply with the provisions of Federal Form-1273, attached hereto as EXHIBIT C, REQUIRED CONTRACT PROVISIONS – FEDERAL AID CONSTRUCTION CONTRACTS, and incorporated herein. The Contractor further agrees to require compliance with and physical incorporation of the provisions of Federal Form-1273 into all subcontracts for construction of the Project.

7.4.3 The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT D, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

7.4.4 The Contractor shall comply with the provisions of Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (43 CFR 14895) and shall physically include the provisions of Executive Order 11246 in each subcontract in excess of \$10,000. A copy of Executive Order 11246 (43 CFR 14895) is attached to this Agreement as EXHIBIT E, STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 CFR 14895), and incorporated herein.

7.4.5 The Contractor shall certify that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, in the form attached hereto as EXHIBIT F, CERTIFICATION OF SPONSOR - DRUG-FREE WORKPLACE, and

incorporated herein.

7.4.6 The Contractor shall subcontract the total amount of Project funds to Disadvantaged Business Enterprise (“DBE”), as defined and provided for under the Federal Rules and Regulations 49 CFR 23 and 26, and as outlined in EXHIBIT G, DBE REQUIREMENTS, attached hereto and incorporated herein.

7.4.7 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (“ADA”), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791, and regulations and amendments thereto.

7.4.8 The Contractor shall provide to the City in the form attached hereto as EXHIBIT H, CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, a certification regarding debarment, suspension, ineligibility and voluntary exclusion in compliance with Executive Order 12549 and 49 CFR 29, according to instructions attached to the certification form. As a part of the Exhibit H certification, the Contractor agrees to include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” as provided by GDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions, and shall cause the lower tier participant or Subcontractor to submit the certification attached hereto as EXHIBIT I, LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, according to the instructions attached to the certification form.

7.4.9 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a), as prescribed by 23 U.S.C. 113 for federal aid highway projects, except roadways classified as local roads or rural minor collectors.

7.4.10 The Contractor shall comply with and shall require its Subcontractors to comply with Section 25-9-1, et seq. of the Georgia Code Annotated, “Georgia Utility Facility Protection Act”, CALL BEFORE YOU DIG 1-800-282-7411.

7.4.11 The Contractor shall comply with and shall cause its Subcontractors to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

7.4.12 The Contractor shall comply with and shall cause its Subcontractors to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor Regulations (29 CFR, Part 3).

7.4.13 The Contractor shall execute a certification and shall cause all Subcontractors to execute a certification in the form of EXHIBIT J, CERTIFICATION OF CONTRACTOR – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, attached hereto and incorporated herein. Pursuant to the certification, Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” accessed at <http://www.dol.state.ga.us>.

7.4.14 The Contractor acknowledges and agrees that the failure to complete appropriate certifications or the submission of a false certification as required herein shall result in the termination of this Agreement as provided in Article XII herein.

7.5 Warranty

7.5.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Unless otherwise specified in this Contract, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's rights under any warranty or guarantee. The Contractor shall remedy all defects in the Work and pay for damage to the Work and/or to other City property resulting from defective Work, which shall appear within a minimum period of one (1) year from the date of acceptance of the Work under this Contract, unless a longer period is specified. The one (1) year warranty period shall begin after any repairs are performed, if needed.

7.6 Permits, Inspections, Fees and Licenses

Except as otherwise provided herein, the Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.7 Supervision

7.7.1 The Contractor shall employ and maintain at the Project Site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the Project Site and shall be authorized to receive and accept any and all communications from the City.

7.8 Schedules

7.8.1 The Contractor shall submit to the City on a weekly basis a Schedule of Work to be performed for the next two (2) weeks. The Schedule of Work must be delivered to the City each Thursday no later than 12:00 noon. The Contractor's Schedule of Work shall be prepared in such form, with such detail, and supported by such data as the City may require. The City reserves the right to prohibit Work on any section of the Project not included in the weekly Schedule of Work. The Schedule of Work must accurately represent the intended Work and cannot be vague or broad, such as listing all Work in the Contract. The violation of this provision by the Contractor shall constitute a material breach of this Contract. **THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME.** Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.9 Contract to be maintained at Project Site

The Contractor shall continuously maintain at the Project Site, for the benefit of the City, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the Project Site for the City the approved shop drawings, product data, samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.10 Shop Drawings, Product Data and Samples

7.10.1 Shop drawings, product data, samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.10.2 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have been approved by the City. Approval by the City, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.11 Cleaning the Project Site and the Project

7.11.1 The Contractor shall keep the Project Site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the Project Site and the Project and remove all waste, together with all of the Contractor's property from the Project Site.

7.12 Access to Work

7.12.1 Access to the Work shall be given to the City, GDOT and any affected federal agency requiring access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.13 Indemnity

7.13.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and GDOT, their boards, officials, directors, officers, employees, representatives, agents, and volunteers from and against all liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.13.2 In claims against any person or entity indemnified under this Paragraph 7.13 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13.3 The Contractor shall ensure that the provisions of this Paragraph 7.13 are included in all contracts and subcontracts for the performance of Work under this Agreement.

7.14 Means, Methods, Techniques, Sequences, Procedures and Safety

7.14.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the Work required by the Contract Documents. The Contractor shall confine its apparatus, material and the operations of its workers to limits/requirements indicated by law, ordinances, permits, codes and any restrictions of the City, and shall not unreasonably encumber the premises with its materials or supplies.

The Contractor shall adequately protect its own property from damage, will protect the City'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 injury or damage. The Contractor shall take all precautions for the safety of employees, and shall comply with all applicable provisions of Federal, State and local safety laws, building codes and any restrictions of the City to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

The Contractor shall erect and properly maintain at all times as required by the conditions, service and work, all necessary safeguards for the protection of its employees, the Contractor's employees, and the public, and shall post signs warning against potential hazards.

7.15 Separate Contracts

7.15.1 The City reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the City and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the City or other contractors.

7.16 Maintenance of Contract Cost Records

7.16.1 The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its Bid and shall make such material available at all reasonable times during the period of the Contract, and for three (3) years from the date of final payment under the Contract, for inspection by GDOT and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Subparagraph shall be included in any agreement it may make with any Subcontractor, assignee, or transferee.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Claims by the Contractor

8.1.1 All Contractor claims shall be initiated by written notice and claim to the City. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.1.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.1 shall be reflected by a Change Order executed by the City and the Contractor.

8.1.3 **Claims for Concealed and Unknown Conditions** -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating

to such concealed or unknown condition.

8.1.4 Claims for Additional Costs -- If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.1.4.1 In connection with any claim by the Contractor against the City for completion in excess of the Contract Price, any liability of the City shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.1.5 Claims for Additional Time -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.1.6 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated

8.1.6.1 Pursuant to the provisions of Subparagraph 8.1.5 of the Contract Agreement, the Contract Time may be extended upon written notice and claim of the Contractor to the City as set forth in such Subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

Furthermore, in addition to the notice requirements set forth in the aforesaid Subparagraph 8.1.5, the Contractor agrees that it shall provide written notice to the City on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the City is a condition precedent to the submission of any claim for an extension of time as provided by Subparagraph 8.1.5. Furthermore, as required by Subparagraph 8.1.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the City may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of Subparagraph 8.1.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

9.2.3 All subcontracts shall comply with the requirements of Paragraph 7.4 above.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order.

10.3.2 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City, be uncovered for the City's inspection. If such Work strictly conforms with the provisions of this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with the provisions of this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the City as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for services and expenses made necessary thereby, if any.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and final completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 City May Accept Defective or Nonconforming Work

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the

defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the City, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the City

12.2.1 For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

- (a) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The City and the Contractor may agree to the compensation, if any, due to the Contractor

hereunder.

- (c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Contractor and the surety, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may proceed to carry out the remedies necessary to finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Insurance Requirements

13.1.1 Prior to beginning Work on the Project, the Contractor shall procure and maintain for the duration of this Contract, and for one (1) years thereafter, at its sole cost and expense such insurance as will fully protect it

and the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for the Contractor's professional liability (errors and omissions) under this Contract, whether such services and work are performed by the Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated A X or greater. See EXHIBIT K, INSURANCE REQUIREMENTS attached hereto and incorporated herein.

13.1.2 All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

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

13.1.4 The Contractor shall provide to the City such additional information in respect of insurance provided by it as the City may reasonably request. The right of the City to review and comment on certificates of insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

13.1.5 The Contractor agrees to require its Subcontractors to obtain insurance complying with the requirements the requirements of the Contract Documents.

ARTICLE XIV

DISPUTES

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to Sandy Springs of the claim and the intent to initiate a civil action.

ARTICLE XV

INDEPENDENT CONTRACTOR

15.1 Relationship between Contractor and City

15.1.1 The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City. Inasmuch as the City and the Contractor are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee or agent of the Contractor to do so, without specific prior written authorization from the City, and then only for the limited purpose stated in such authorization.

15.1.2 The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the City without the express knowledge and prior written authorization of the City.

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

16.1 Warranty by Contractor

16.1.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of the City.

16.1.2 For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

ARTICLE XVII

MISCELLANEOUS

17.1 Governing Law

17.1.1 The Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

17.2 Successors and Assigns

17.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17.3 Surety Bonds

17.3.1 The Contractor shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City. Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570, as amended) and be authorized to do business in the State of Georgia. The date of the bond must not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the bond.

It is mutually agreed by the parties hereto that if at any time after execution of this Agreement and the surety bonds for its faithful performance, the City 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 its expense, within five (5) days after receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed 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 City.

17.4 Notices

If to the City:

John McDonough, City Manager
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

With copies to:

Wendell Willard, City Attorney
7840 Roswell Rd. Suite 330
Sandy Springs, Georgia 30350

If to Contractor:

Contractor Contact, Title
Address
City, State Zip

With copies to:

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
Assistant City Attorney

CONTRACTOR

Date of Execution

By: _____
Name:

(Typed or printed name)

Title

ATTEST:

By: _____
Secretary for Corporation

(SEAL)

Witness

Executed in originals of four (4).

**EXHIBIT A
TO CONTRACT AGREEMENT**

SCOPE OF SERVICES

- The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete demolition of 805 E. Powderhorn Dr. per Permitted Demolition Plans.
- Prior to asbestos abatement the contractor shall submit the required Georgia Project Notification Form for Asbestos Renovation (Project Notification Form) with the Georgia Environmental Protection Division (EPD). The Project Notification Form should be submitted to the EPD within five (5) days following the contractor's Notice to Proceed (NTP)

- Structures shall be completely demolished. The Demolition Contractor is required to remove the structure(s) per the demolition drawings issued by the City. The Demolition Contractor shall be responsible for demolition of the residential structure, regardless of the construction of the structure (crawl space, slab or basement), and all other structures including the driveway, sidewalks, deck and garage in their entirety. No portion of a structure shall remain in any location of the parcel or remainder of the parcel. The Demolition Contractor is responsible for mobilization of all equipment and personnel to and from the job site. The Demolition Contractor shall haul and dispose of all demolition debris. The site shall be left clear of existing trash or debris as well as any debris generated by demolition efforts. Any structures that are to remain at the site will be clearly marked on the demolition drawings. Only improvements located on the demolition drawings should be demolished.
- Grading and earthwork required for this job should be limited to the areas specified on the included demolition plans. Erosion control measures should be installed prior to beginning grading. All earthen slopes shall not be greater than a 2 to 1 maximum slope. The contractor shall establish positive drainage on all sites upon completion.
- Prior to demolition, the Demolition Contractor is responsible for the following:
 - The sewer connection should be covered with wire mesh and filled with cement completely sealing off all sewers.
 - The septic tank should be abandoned per guidelines (if applicable).
 - Silt fencing should be installed per demolition drawings.
 - A rodent letter should be submitted to the City.
 - Pick up permits and permitted plans.
 - Schedule a preconstruction meeting with the City for the project.
- Following demolition, the Demolition Contractor is responsible for the following:
 - Seed and Straw of the parcel per demolition drawings and contract
 - Once seed is established, removal of erosion control measures.
 - Submittal of a Certificate of Completion to the City, detailing the timeline of the Demolition from start to finish.
- **References:** "Limited Asbestos Survey", Phase 1 ESA, and Demolition Plan are provided for the Property.
- Unless otherwise directed, all work and related permitting performed shall be in accordance with the Contract and all applicable rules and regulations. In the event that any suspect asbestos-containing materials are uncovered, the Contractor shall suspend activity as outlined in the Contract and immediately notify the City. The City or its representatives shall make the final determination regarding the presence of asbestos-containing materials.
- The Contractor shall provide a draft schedule outlining major activities and deliverables with their bid.
- There is no City furnished equipment to be used or installed by the Contractor.

- All fill shall be compacted in accordance with GDOT specifications and provide compaction test reports to the city.
- When all work is finished and all other contractual obligations have been satisfied the Contractor shall provide a “Certificate of Completion”.

The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Sandy Springs ASBESTOS ABATEMENT AND DEMOLITION 805 E. POWDERHORN DRIVE as per the attached plans.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

**EXHIBIT B
TO CONTRACT AGREEMENT
BID SCHEDULE**

PRICE FOR ASBESTOS ABATEMENT:

PRICE FOR DEMOLITION AND REMOVAL OF IMPROVEMENTS:

(To include removal of all block, concrete, wood, metal, asphalt, etc.)

PRICE FOR GRADING, EROSION CONTROL MEASURES, STABILIZATION OF SITE:

TOTAL BID PRICE:

TOTAL BID PRICE IN WORDS:

Total bid price shall include all costs. Compensation not to exceed negotiated compensation for services rendered to and accepted by the City of Sandy Springs.

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

EMAIL ADDRESS _____

PRINT / TYPE NAME _____

**EXHIBIT C
TO CONTRACT AGREEMENT**

**REQUIRED CONTRACT PROVISIONS
FEDERAL AID CONSTRUCTION CONTRACTS**

1. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
2. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

**EXHIBIT D
TO CONTRACT AGREEMENT**

**NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
 - (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT E
TO CONTRACT AGREEMENT**

**STANDARD FEDERAL EQUAL OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246) (43 CFR 14895)**

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegated authority;
 - c. “Employer Identification Number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract

resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative action's to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially

those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing the notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- g. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- h. Direct its recruitment efforts, both oral and written, to minority, female and community organization, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- i. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- j. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- k. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- l. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- m. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- n. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - o. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation, which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
-
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g.,

mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance, or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**EXHIBIT F
TO CONTRACT AGREEMENT**

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE
(Bidder to sign and return)**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

**EXHIBIT G
TO CONTRACT AGREEMENT**

DBE REQUIREMENTS

The Contractor agrees to ensure to the fullest extent possible that at least 13.7% Minority Business Enterprise (MBE) and 7% Women Business Enterprises (WBE) of federal funds for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black college and universities.

The Contractor agrees to include in its bid documents this 13.7% and 7% "Fair Share" percentage.

To evaluate compliance with the "Fair Share" policy, the Contractor agrees to comply with the following six affirmative steps as appropriate:

- 1) Including qualified minority and women's businesses on solicitation lists;
- 2) Assuring that minority and women's businesses are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority and women's businesses;
- 4) Establishing delivery schedules, where the requirements of the work permit, which will encourage the participation by minority and women's businesses;
- 5) Using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
- 6) Requiring each party to a sub agreement to take the affirmative steps outlined in paragraphs 1 through 6 of this section.

**EXHIBIT H
TO CONTRACT AGREEMENT**

**CONTRACTOR
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
AND INSTRUCTIONS**

I hereby certify that I am the and duly authorized representative of the firm of _____
_____, whose
address is _____

_____, and I
certify that I have read and understand the attached instructions and that to the best of my knowledge and
belief the firm and its representatives:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____
(Seal)

INSTRUCTIONS

Instructions for Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ---Lower-Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out in Exhibit H.
2. The certification on Exhibit H, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Department or Agency may pursue available remedies, including suspension and/or debarment.

**EXHIBIT I
TO CONTRACT AGREEMENT**

**LOWER TIER
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
AND INSTRUCTIONS**

I hereby certify that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____
(Seal)

INSTRUCTIONS

Instructions for Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ---Lower-Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out in Exhibit I.
2. The certification on Exhibit I, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred,

ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Department or Agency may pursue available remedies, including suspension and/or debarment.

**EXHIBIT J
TO CONTRACT AGREEMENT**

**CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor’s compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

_____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

_____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

_____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT K

TO CONTRACT AGREEMENT

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (d) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

- (e) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (f) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building-500, Sandy Springs, Georgia 30350.

EXHIBIT L
SPECIAL PROVISIONS
(Not applicable to this project.)

**EXHIBIT M
TO CONTRACT AGREEMENT**

**NOTICE TO CONTRACTORS
COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS
(Bidder to sign and return)**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, _____, and I further certify that:

- (1) The provisions of Section 46-3-30 of the Official Code of Georgia Annotated, relating to the “High Voltage Safety Act” will be complied with in full; and
- (2) The provisions of OSHA 29CFR1910.333(c) relating to work near high voltage power lines; and
- (3) The provisions of Part 4 of the National Electrical Safety Code.
- (3) The Contractor shall be required to ensure that each subcontractor hired is in compliance with the provisions listed above.

CONTRACTOR:

Date: _____

Signature: _____
Title: _____

APPENDICES

1. AFFIDAVITS
 - Affidavit Verifying Status for City Public Benefit Application
 - Contractor Affidavit Under O.C.G.A. §13-10-91(b)(1)
2. CORPORATE CERTIFICATE
3. BONDS
4. LIST OF SUBCONTRACTORS
5. CERTIFICATE OF QUALIFICATION GEORGIA DEPARTMENT OF TRANSPORTATION

**Affidavit Verifying Status
for City Public Benefit Application
(Bidder to sign and return)**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
(Bidder to sign and return)

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 on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title)_____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of ___Georgia_____.

This _____ day of _____, 2012.

(Seal)

(Signature)

BID BOND
(BID BOND TO BE RETURNED WITH BID)

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor)_____

(Address of Contractor) at

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Sandy Springs Georgia

7840 Roswell Rd., Bldg.-500, Sandy Springs, Georgia 30350

herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs, Georgia, a proposal for furnishing materials, labor and equipment for:

ASBESTOS ABATEMENT AND DEMOLITION
805 E. POWDERHORN DRIVE

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Sandy Springs, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Sandy Springs, Georgia, and 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 City of Sandy Springs, Georgia, upon

demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

(Principal)

BY: _____

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs, Georgia
7840 Roswell Rd., Bldg.-500, Sandy Springs, Ga. 30350

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for:

**ASBESTOS ABATEMENT AND DEMOLITION
805 E. POWDERHORN DRIVE**

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and

agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed hereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. § 36-91-1 et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST BY:

Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia
7840 Roswell Rd., Bldg.-500, Sandy Springs, Georgia 30350

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of _____ Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract hereto attached, with the Obligee, dated _____ for:

**ASBESTOS ABATEMENT AND DEMOLITION
805 E. POWDERHORN DRIVE**

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and

agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(Principal)

BY: _____

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

MAINTENANCE BOND

CITY OF SANDY SPRINGS, GEORGIA

PROJECT NO:

FULTON COUNTY, GEORGIA

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS

That we, _____ as Principal, and
_____ as Surety, are held and firmly bound unto the
CITY OF SANDY SPRINGS, GEORGIA, as Obligee in the sum of 1/3 of the contract bid for
the payment of which said Principal and Surety bind themselves, their heirs, administrators,
executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Sandy Springs for
ASBESTOS ABATEMENT AND DEMOLITION
805 E. POWDERHORN DRIVE

and said work has now been completed and the Obligee desires a maintenance bond guarantee
said streets and improvements for a period of one (1) year beginning _____ and
ending _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal shall fully indemnify and save harmless the City of Sandy Springs from any and all
loss, costs, expenses or damages, for any repairs or replacements required because of defective
workmanship or materials in said construction, then this obligation shall be null and void;
otherwise to be and remain in full force and effect as to any such claim arising within one (1)
year from the completion of said construction as set forth in said agreement.

Signed, sealed and dated this _____ day of _____, 20 _____

Witness:

(Principal)

(Name of Surety. Company)

(Attorney-in-fact)

LIST OF SUBCONTRACTORS
(Bidder to complete and return)

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors:

Company Name: _____

PHASE I ENVIRONMENTAL SITE ASSESSMENT
805 E. POWDERHORN ROAD
SANDY SPRINGS, FULTON COUNTY, GEORGIA
Project No. 1-14-579A

Prepared for:



City of Sandy Springs
7840 Roswell Road, Suite 500
Sandy Springs, Georgia 30350

Prepared by:



Maxis Engineering, LLC
501 Hickory Ridge Trail, Ste 110
Woodstock, GA 30188

November 2014

November 3, 2014

7840 Roswell Road,
Suite 500
Sandy Springs, Georgia 30350

Attention: Mr. Adam Lyon

Subject: **PHASE I ENVIRONMENTAL SITE ASSESSMENT**
805 E. Powderhorn Road
Sandy Springs, Fulton County, Georgia
Project No. 1-14-579A

Dear Mr. Lyon:

Maxis Engineering, LLC (Maxis) has completed a Phase I Environmental Site Assessment (ESA) for the above-referenced properties. The Phase I ESA was conducted in general accordance with ASTM E-1527-13. The purpose of the ESA was to identify recognized environmental conditions (RECs) in connection with the properties. Please feel free to call us should you have any questions regarding this report.

Maxis appreciates the opportunity to be of service to you. Should you have any questions regarding this proposal, please call us at (770) 694-6178.

Sincerely,
Maxis Engineering, LLC



Rebecca K. Donnelly
Project Manager



Michael T. Fant, P.E., P.G.
Principal



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EXECUTIVE SUMMARY

Maxis Engineering, LLC (Maxis) has performed a Phase I Environmental Site Assessment (ESA) of the subject property located at 805 E. Powderhorn Road in Sandy Springs, Fulton County, Georgia. 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 information provided in the appendices.

The subject property consists of approximately 0.71 acres and is developed with an approximately 1,700 square feet (sq ft), one story, brick-sided residential structure on a basement. The subject property is located in an area developed with residential properties.

Historical review and interview information indicates the subject property was part of a larger tract of farmland prior to 1938, and the residential structure was built in 1958. Historical use appears to have been as residential.

The subject property was not identified in the environmental records database report. Additionally, no off-site listings were identified within the ASTM standard search radii.

This assessment has revealed no evidence of recognized environmental conditions (RECs) in connection with the subject property.

1.0 INTRODUCTION

Maxis has conducted a Phase I ESA on the subject property in general accordance with the American Society for Testing and Materials (ASTM) E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

1.1 Purpose

The purpose of this Phase I ESA was to identify, to the extent feasible pursuant to the processes described herein, RECs in connection with the subject property.

ASTM defines a REC as the presence or likely presence of any hazardous substances or petroleum products in, on or at the property due to release to the environment; under conditions indicative of a release to the environment or under conditions that pose a material threat of a future release. The term does not include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of enforcement action if brought to the attention of appropriate governmental agencies.

ASTM defines a controlled recognized environmental condition (CREC) resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).

ASTM defines an historical recognized environmental condition (HREC) as a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).

A list of environmental related acronyms is provided in **Appendix I**.

1.2 Scope of Work

Our approach to performing this ESA consisted of four major tasks in accordance with the ASTM Standard Practice E1527-13.

First Task: A review of reasonably ascertainable public records for the subject property and the immediate vicinity was conducted. This review was performed to characterize environmental features and to identify past and present land use

activities, on or in the vicinity of the subject property, which may indicate a potential for RECs. The review of the public records included:

1. Examination of federal, state, tribal and local public records for the site and immediate vicinity.
2. Examination of one or more of the following resources: aerial photographs, fire insurance maps, municipal records, land use records, street directories and topographic maps of the site and vicinity for evidence indicating past uses that might have involved hazardous materials or petroleum products.
3. Examination of land title records back to 1940, or first developed use as well as a copy of the current deed, if the documents were provided to Maxis.

Second Task: A site reconnaissance was performed in an effort to identify signs of present or past environmental concerns on or adjacent to the subject property. This reconnaissance was also performed to further assess items noted during our public record review. The site reconnaissance included the following activities:

1. A reconnaissance of the subject property and adjacent properties. Portions of the subject property were viewed and a walk-through of accessible areas of the interior of on-site structures.
2. Portions of the subject property were photographed to document the current use(s), as well as conditions such as unusually discolored soil, stressed vegetation, or other significant features associated with the subject property.

Third Task: Interviews of accessible past and present subject property owners, operators and occupants as well as with appropriate local officials were conducted to consider any local knowledge of hazardous substances or petroleum products on the subject property or on adjacent properties.

Fourth Task: The collected data were evaluated and this report was prepared. Unless specifically authorized as an addition to the Phase I ESA work scope, the assessment did not include any assessment of environmental conditions not specifically included in the ASTM E 1527-13 standard such as the assessment of business risk issues; wetlands; asbestos-containing materials; lead-based paint; lead in drinking water; mold, fungi or bacteria in on-site buildings; regulatory compliance; cultural/historic risks; industrial hygiene; health/safety; ecological resources; endangered species; soil and groundwater sampling, indoor air quality (including vapor intrusion); radon or high voltage power lines. Maxis could provide any of these additional services upon request.



1.3 Assumptions

Any assumptions made about the apparent flow of shallow groundwater are based on area topography as depicted on the topographic map included in this report and surface features observed during the site reconnaissance. Within the scope of this investigation, no subsurface data was obtained to determine the actual groundwater flow direction or hydraulic gradient beneath the subject property. Local factors, such as underground structures, seasonal fluctuations, soil and bedrock geology, water supply wells, utility lines, and other features may influence the actual direction of groundwater flow at and near the subject property. Perennial surface waters (creeks, streams, rivers, etc.) are assumed to act as a discharge point for groundwater flow.

1.4 Limiting Conditions or Exceptions

The Phase I ESA was conducted in general accordance with ASTM E 1527-13. The findings of this report are representative of conditions encountered at the subject property on the date of the field reconnaissance, and may not represent conditions at a later date. The review of public records was limited to that information which was available at the time this report was prepared. Interviews with past owners, local and state government authorities were limited to those people we were able to contact during the preparation of this report.

1.5 Reliance

The resulting report is provided for the sole use of the City of Sandy Springs. Use of this report by any third parties will be at such party's sole risk except when granted in writing by Maxis. Any such authorized use or reliance by third parties will be subject to the same contractual agreement, under which the work was conducted for our client.

2.0 SITE DESCRIPTION

2.1 Site Location

The subject property is located at 805 E. Powderhorn Road in Sandy Springs, Fulton County, Georgia. A Site Location Map is presented as **Figure 1**.

2.2 Site and Vicinity Characteristics

The subject property consists of approximately 0.71 acres located approximately 220 feet east of the intersection of Powderhorn Road and E. Powderhorn Road in Sandy Springs, Georgia. The subject property is located in an area developed with residential properties.

2.3 Description of Property Improvements

The subject property is developed with an approximately 1,700 sq ft one story, brick-sided residential structure on a basement.

2.4 Current Use of Property

The subject property is currently developed with a residential structure. Site photographs are included in **Appendix II**.

2.5 Current Use of Adjoining Properties

The current uses of the adjoining properties were identified to the extent that they were visually observed from the Property during field reconnaissance, or were identified in interviews or in the records review. Descriptions of the adjacent properties are outlined as follows:

- **North-** Adjoining property, across E. Powderhorn Road, is a residential structure.
- **West-** Adjoining property to the west is a residential structure.
- **East-** Adjoining property to the east is a residential structure
- **South-** Adjoining properties to the south are residential structures.

3.0 USER PROVIDED INFORMATION

In order to qualify for one of the *Landowner Liability Protections (LLPs)* offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the “*Brownfields Amendments*”), the *user* should provide the following types of information (if available) to the *environmental professional*. Failure to provide this information could result in a determination that “*all appropriate inquiry*” is not complete.

3.1 User Questionnaire

A User Questionnaire was completed by Mr. Cecil McLendon, Assistant City Attorney with the City of Sandy Springs. Information reported is described in the following paragraphs and incorporated into other parts of this report as appropriate. A copy of the User Questionnaire is included in **Appendix III**.

3.2 Title Records

No title information was provided to Maxis by the User for the subject property.

3.3 Environmental Liens or Activity and Use Limitations

The User did not report environmental liens currently recorded against or relating to the property. In addition, the User did not report any activity or use limitations currently recorded against or relating to the property.

3.4 Specialized Knowledge

The User did not report any specialized knowledge or experience that is material to RECs in connection with the subject property.

3.5 Commonly Known or Reasonably Ascertainable Information

The User did not report any commonly known or *reasonably ascertainable* information within the local community about the property that is material to RECs in connection with the property.

3.6 Valuation Reduction for Environmental Issues

The User did not report a significantly lower purchase price or valuation for the subject property due to environmental reasons or conditions.

3.7 Owner, Property Manager and Occupant Information

Currently, the subject property is owned by the City of Sandy Springs. The subject property was vacant at the time of the field reconnaissance. According to the Fulton County Tax Assessor’s website, the subject property was previously owned by Robert and Susan Harkavy. Maxis attempted to interview Mr. and Mrs. Harkavy; however, they were unavailable for interview.



3.8 User's Reason for Performing the Phase I ESA

According to ASTM E 1527-13, either the User shall make known to the environmental professional the reason why the User wants to have the Phase I ESA performed or, if the User does not identify the purpose of the Phase I ESA, the environmental professional shall assume the purpose is to qualify for the Landowner Liability Protections under the Brownfields Amendments.

The User identified the reason for conducting this Phase I as due diligence for a potential property transaction.



4.0 RECORDS REVIEW

4.1 Environmental Record Sources

Maxis utilized Environmental Data Resources (EDR) to generate a compilation of Federal and State environmental database information from the environmental records of the United States Environmental Protection Agency (USEPA) and the Georgia Environmental Protection Division (EPD). The purpose of the EDR report was to identify environmental sites and activities of potential concern within an approximate minimum search distance from the subject property, as established by ASTM E 1527-13. The EDR environmental records report is included in **Appendix IV** and contains detailed information regarding the release date and search distance for each database researched.

Maxis evaluated Standard Federal and State databases, non-standard environmental databases, Tribal Records and EDR proprietary databases that were researched. The EDR report also includes a list of "orphan sites" which are not plottable by EDR due to inadequate, incorrect or incomplete geographic information. These sites were also reviewed and evaluated if determined to be located within the approximate search distance.

The subject property was not identified in the environmental records database report. Additionally, no off-site listings were identified within the ASTM standard search radii.

4.2 Additional Environmental Record Sources

No additional environmental record sources were reviewed.

4.3 Physical Setting Sources

The topography of the subject property and the surrounding area were reviewed from a portion of the U.S. Geologic Survey (USGS), 7.5 minute series, Topographic Maps, *Northeast Atlanta, Sandy Springs and Chamblee, GA* Quadrangles. A USGS Topographic Map is included as **Figure 2**.

The map shows the elevation of the subject property is approximately 840 feet above mean sea level. Topography at the site is generally flat and slopes slightly toward the south.

4.4 Historical Resources

The following standard historical sources were researched for completion of this report:

Record	Date/s	Source/Comments
Aerial Photographs	2010, 2009, 2007, 2006, 2005, 1993, 1988, 1981, 1978, 1972, 1968, 1966, 1955, 1949, and 1938	EDR, Google Earth Pro
Sanborn Fire Ins. Map	No Coverage/Unmapped	EDR

USGS 7.5 Minute Topographic Maps	1997/1995	USGS-EDR
----------------------------------	-----------	----------

4.4.1 Historical Use of the Subject Property

The following uses/occupants of the subject property were identified from the historical review, interviews, and/or other information obtained within the scope of this investigation:

Past Use of Subject Property	Year From	Year To
Residential	1958*	Present
Farmland	Prior to 1938	1958*

*Date shown on the Fulton County Tax Assessor's website as "year built."

4.4.2 Historical Use of Adjoining Properties

The following uses/occupants of the adjoining properties were identified to the extent that the information was revealed in the course of researching the subject property itself:

Use of Property (north of subject property, across E. Powderhorn Road)	Year From	Year To
Residential	1958*	Present
Farmland	Prior to 1938	1958*

*Date shown on the Fulton County Tax Assessor's website as "year built."

Use of Property (west of subject property)	Year From	Year To
Residential	1958*	Present
Farmland	Prior to 1938	1958*

*Date shown on the Fulton County Tax Assessor's website as "year built."

Use of Property (south of subject property)	Year From	Year To
Residential	1958*	Present
Farmland	Prior to 1938	1958*

*Date shown on the Fulton County Tax Assessor's website as "year built."

Use of Property (east of subject property)	Year From	Year To
Residential	1958*	Present
Farmland	Prior to 1938	1958*

* Date shown on the Fulton County Tax Assessor's website as "year built."

4.5 Data Failure

ASTM E 1527-13 defines a data failure as a failure to achieve the historical research objectives of AAI even after reviewing the *standard historical sources* that are *reasonably ascertainable* and likely to be useful. Specifically, the historical research objectives include identifying all obvious uses of the property from the present, back to the property's first developed use, or back to 1940, whichever is earlier.



Usage of the subject property was identified back to 1938, at which time it appears to be part of a larger tract of farmland. As such, a data failure was not encountered.

4.6 Data Gaps

ASTM E 1527-13 defines a data gap as a lack of or an inability to obtain information required by this practice despite *good faith* efforts by the *environmental professional* to gather such information. Data gaps may result from incompleteness in any of the activities required by this practice, including, but not limited to site reconnaissance, interviews, data failure, or lack of a User Questionnaire.

Maxis was unable to conduct an interview with the previous subject property owner; however, based on the historic use of the subject property as residential since 1958, this data gap does not affect our ability to render an opinion regarding the subject property.

Additional data gaps of significance affecting our ability to render an opinion regarding the subject property were not encountered within the scope of this investigation.

4.7 Prior Environmental Reports

The User did not provide prior environmental reports and such reports were not obtained from other sources.

5.0 SITE RECONNAISSANCE

Ms. Rebecca Donnelly of Maxis conducted the site reconnaissance on October 6, 2014, to visually observe the current uses of the subject property, adjoining properties and the surrounding area, as well as the geologic, hydraulic, and topographic features of the area.

5.1 Methodology and Limiting Conditions

The reconnaissance included walking the boundaries and portions of accessible interior areas of the subject property. The purpose of the site reconnaissance was to characterize features and environmental conditions at the subject property relevant to past or present activities related to the potential for deposition of hazardous substances or petroleum products. Conditions encountered on the date of this site reconnaissance may not represent conditions at a later date. Photographs of various areas of the subject property were taken to document existing site conditions. Copies of selected photographs are included in **Appendix II**. A recent aerial photograph is included as **Figure 3**.

5.2 Hazardous Substances and Petroleum Products

5.2.1 Hazardous/Petroleum Substances-Identified Uses

Hazardous substances and petroleum products in connection with identified uses indicating a REC were not observed at the subject property at the time of the site reconnaissance.

5.2.2 Hazardous/Petroleum Substances-Unidentified Uses

Hazardous substances or petroleum products not necessarily in connection with identified uses indicating a REC were not observed at the subject property at the time of the site reconnaissance.

5.3 Storage Tanks

5.3.1 Underground Storage Tanks (USTs)

Evidence indicating current or past use or presence of USTs at the subject property was not discovered within the scope of this investigation.

5.3.2 Aboveground Storage Tanks (ASTs)

Evidence indicating current or past use or presence of ASTs at the subject property was not discovered within the scope of this investigation.

5.4 Odors

Strong, pungent, or noxious odors were not observed during the site reconnaissance.

5.5 Pools of Liquid

Standing surface water or pools of liquid were not noted at the subject property.

5.6 Drums and Containers

Drums or other small containers indicating a *REC* were not observed during the site reconnaissance. In addition, such containers were not identified from interviews or records review.

5.7 Unidentified Substance Containers

Open or damaged containers housing unidentified substances suspected of being hazardous substances or petroleum products were not observed during the site reconnaissance.

5.8 Polychlorinated Biphenyls (PCBs)

Transformers suspected to contain PCBs were not observed on the subject property.

5.9 Heating and Cooling

Electric cooling and gas heating is utilized to condition air in the subject property building.

5.10 Stains or Corrosion

Staining or corrosion indicating a *REC* was not observed at the subject property at the time of the site reconnaissance.

5.11 Drains or Sumps

Floor drains or sumps were not observed at the subject property at the time of the site reconnaissance. In addition, such items were not identified from interviews or records review.

5.12 Pits, Ponds or Lagoons

Pits, ponds or lagoons were not observed at the subject property at the time of the site reconnaissance. In addition, such features were not identified from interviews or records review.

5.13 Stained Soil or Pavement

Areas of stained soil or pavement indicating a *REC* were not observed at the subject property at the time of the site reconnaissance.

5.14 Stressed Vegetation

Stressed vegetation indicating a *REC* was not observed at the subject property at the time of the site reconnaissance.

5.15 Solid Waste

Filled areas, graded areas, mounds, or depressions suggesting the on-site disposal of construction debris, demolition debris, or other solid waste disposal, were not observed at the subject property at the time of the site reconnaissance. In addition, such areas were not identified from interviews or records review.

5.16 Indications of Burial Activities

Indications of burial activities were not observed at the subject property at the time of the site reconnaissance. In addition, such activities were not identified from interviews or records review.

5.17 Waste Water

Waste water or other liquid (excluding storm water) or any discharge into a drain, ditch, underground injection system, or stream on or adjacent to the property was not identified. In addition, such conditions were not identified from interviews or records review.

5.18 Wells

Dry wells, irrigation wells, injection wells, or abandoned wells were not observed at the subject property at the time of the site reconnaissance. In addition, such wells were not identified from interviews or records review.

5.19 Septic Systems

Indications of on-site septic systems or cesspools were not observed at the subject property at the time of the site reconnaissance. In addition, such systems were not identified from interviews or records review.

5.20 Other Areas of Concern

No other areas of environmental concern were noted within the scope of this investigation.

5.21 Non-Scope Considerations

Non-scope considerations, as defined by ASTM E 1527-13, were not requested by the client.

6.0 INTERVIEWS

Maxis contacted individuals and local authorities that may have information concerning existing conditions, activities, and history of the subject property and off-site facilities. Brief summaries of the information from those contacted are presented in the following sections.

6.1 Interview(s) with Current or Past Owners

As previously discussed, the City of Sandy Springs is the current owner of the subject property. Mr. Cecil McLendon with the City of Sandy Springs filled out a User Questionnaire for the subject property and it is discussed in Section 3.1 through 3.6.

6.2 Interview(s) with On-Site Personnel or Occupants

The residential structure was vacant at the time of the site reconnaissance; therefore, no on-site personnel were interviewed.

6.3 Interview(s) with State or Local Government Officials

Maxis filed a written information request with the City of Sandy Springs Open Records Office, regarding the Property on October 16, 2014. According to Ms. Cheryl Walls, City of Sandy Springs Fire Inspector, there are no outstanding fire code violations and no incidents regarding past spills, hazmat responses or other matters of an environmentally sensitive nature for the subject property. In addition, there are no SARA Title III reports, hazardous materials storage tanks, environmental permits, or reported violations on file.

6.4 Interview(s) with Nearby Property Owners or Others

No additional interviews were conducted.

7.0 FINDINGS, OPINIONS AND CONCLUSIONS

7.1 Findings and Opinions

The following findings summarize known or suspected environmental conditions associated with the subject property.

No environmental findings were identified on the subject property or off-site.

7.2 Conclusions

We have performed this Phase I ESA in general conformance with the scope and limitations of ASTM Standard Practice E 1527-13.

This assessment has revealed no evidence of recognized environmental conditions (RECs) in connection with the subject property.

8.0 ADDITIONAL SERVICES

The clients' requested scope of services did not include additional services for the subject property.

9.0 REFERENCES

1. *Aerial Photograph*, <http://googleearth.com> website.
2. The EDR Radius Map Report, Aerial Photos & Sanborn Map Report, 805 E. Powderhorn Road, Georgia, Environmental Data Resources, Inc., October 2, 2014.
3. *Northeast Atlanta, Sandy Springs and Chamblee, GA, 7.5 Minute Series Topographic Maps*, U.S. Department of Interior, Geologic Survey, 1997 and 1995.

10.0 STATEMENT(S) OF ENVIRONMENTAL PROFESSIONAL(S)

I, Rebecca Donnelly, declare that, to the best of my knowledge, I meet the definition of Environmental Professional (EP) as defined in paragraph 312.10 of 40 CFR 312, and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Rebecca K Donnelly, Project Manager & EP
(As attested by signature on cover letter)

11.0 QUALIFICATION(S) OF ENVIRONMENTAL PROFESSIONAL(S)

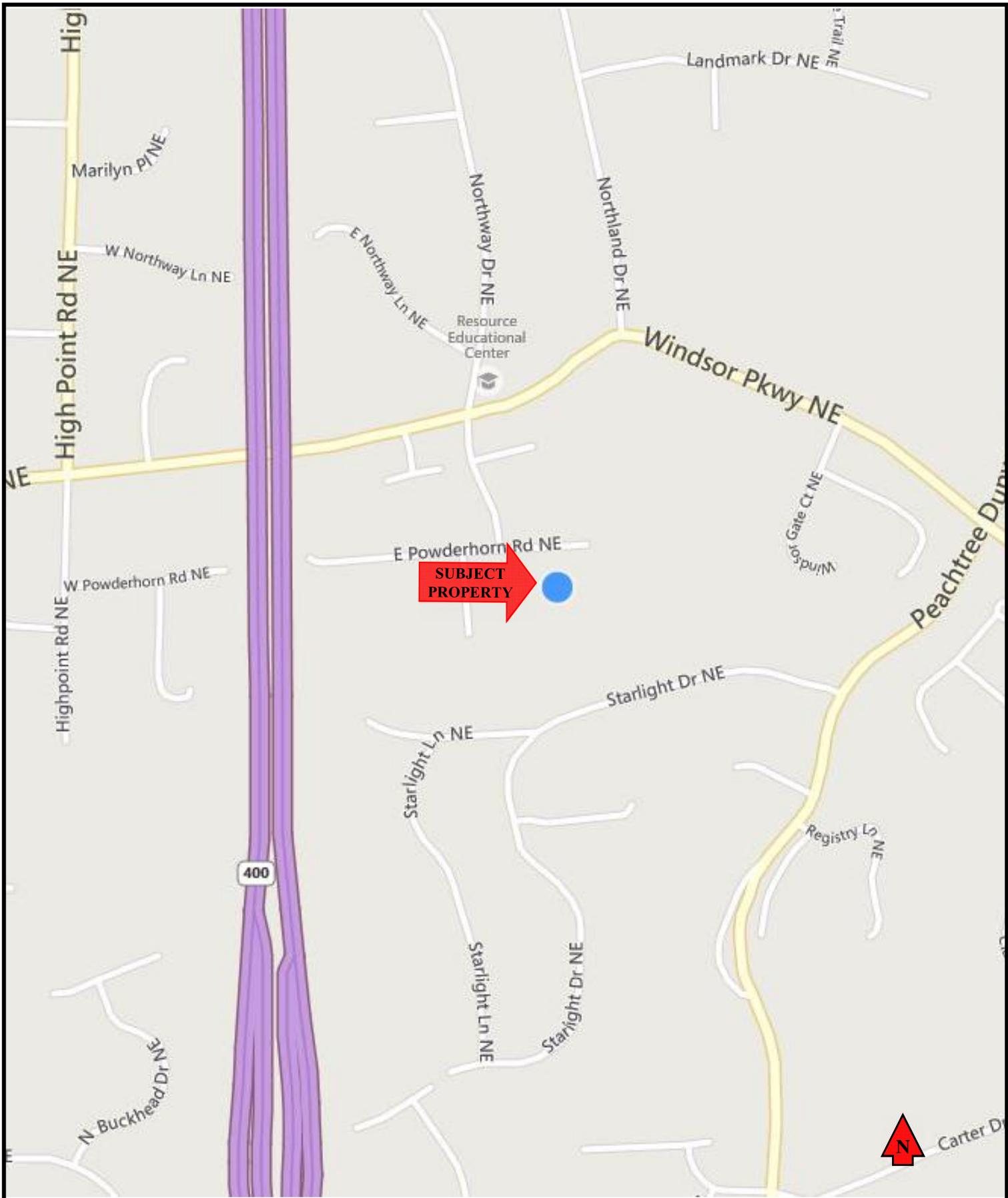
Maxis provides numerous environmental and engineering services, including due diligence and site assessment activities for real estate transactions.



Ms. Donnelly has over twelve years of experience conducting Phase I and II ESAs, soil and groundwater evaluations and remedial designs and implementation. He has attended multiple Phase I ESA seminars conducted by the American Society for Testing and Materials (ASTM) and has been designated by Maxis as an environmental professional (EP). Ms. Donnelly's resume is attached as **Appendix V**.



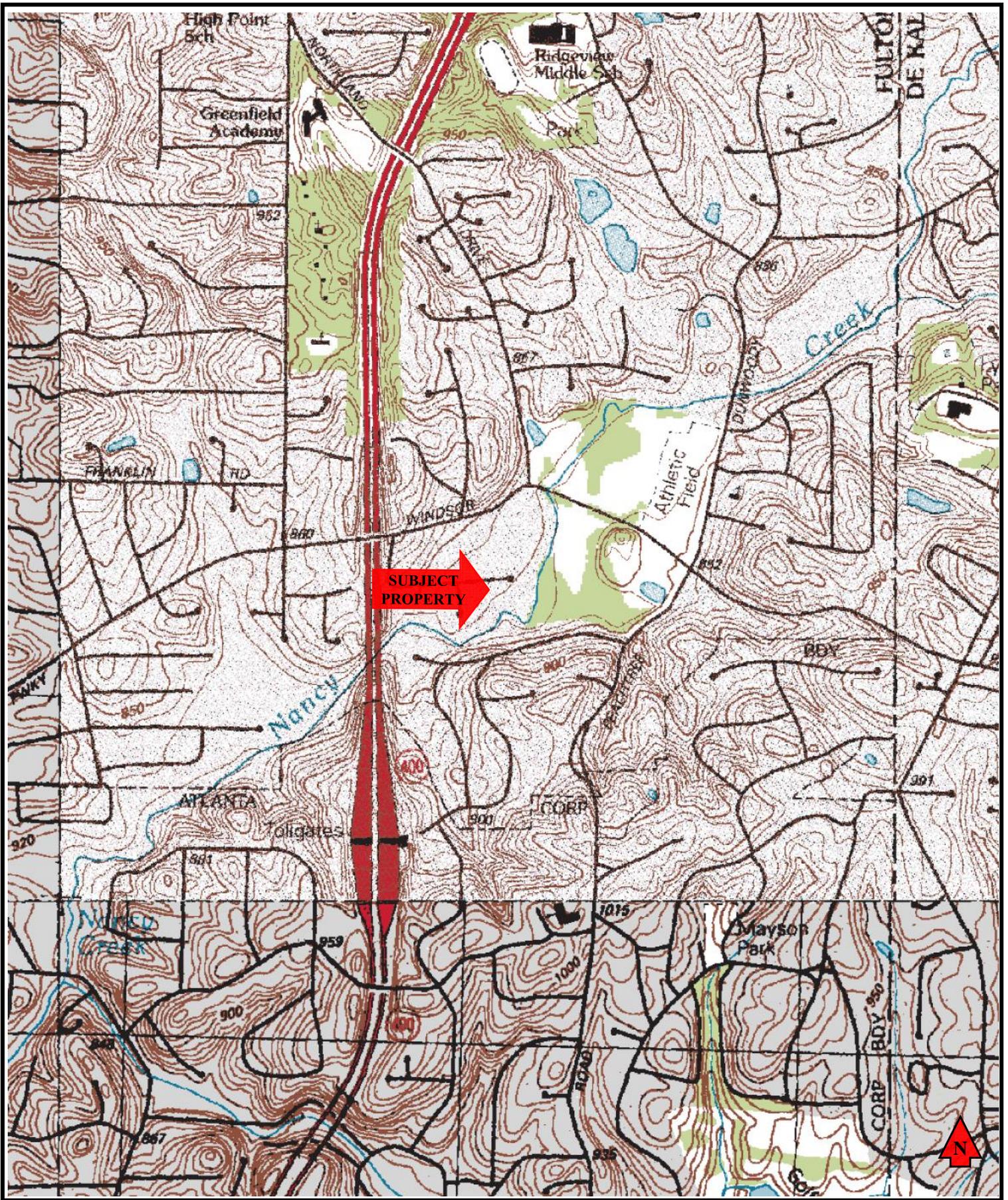
FIGURES



SITE LOCATION MAP

805 E. Powderhorn Road
Sandy Springs, Fulton County, Georgia

FIGURE NUMBER:	1
SOURCE:	Google Maps
JOB NUMBER:	1-14-579A
SCALE:	NA



USGS TOPOGRAPHIC MAP

805 E. Powderhorn Road
 Sandy Springs, Fulton County, Georgia

FIGURE NUMBER:	2
SOURCE:	USGS Quad, Sandy Springs/Chamblee, 1997/1995 Northeast Atlanta 1997
JOB NUMBER:	1-14-545A
SCALE:	1 in = 1,760 ft



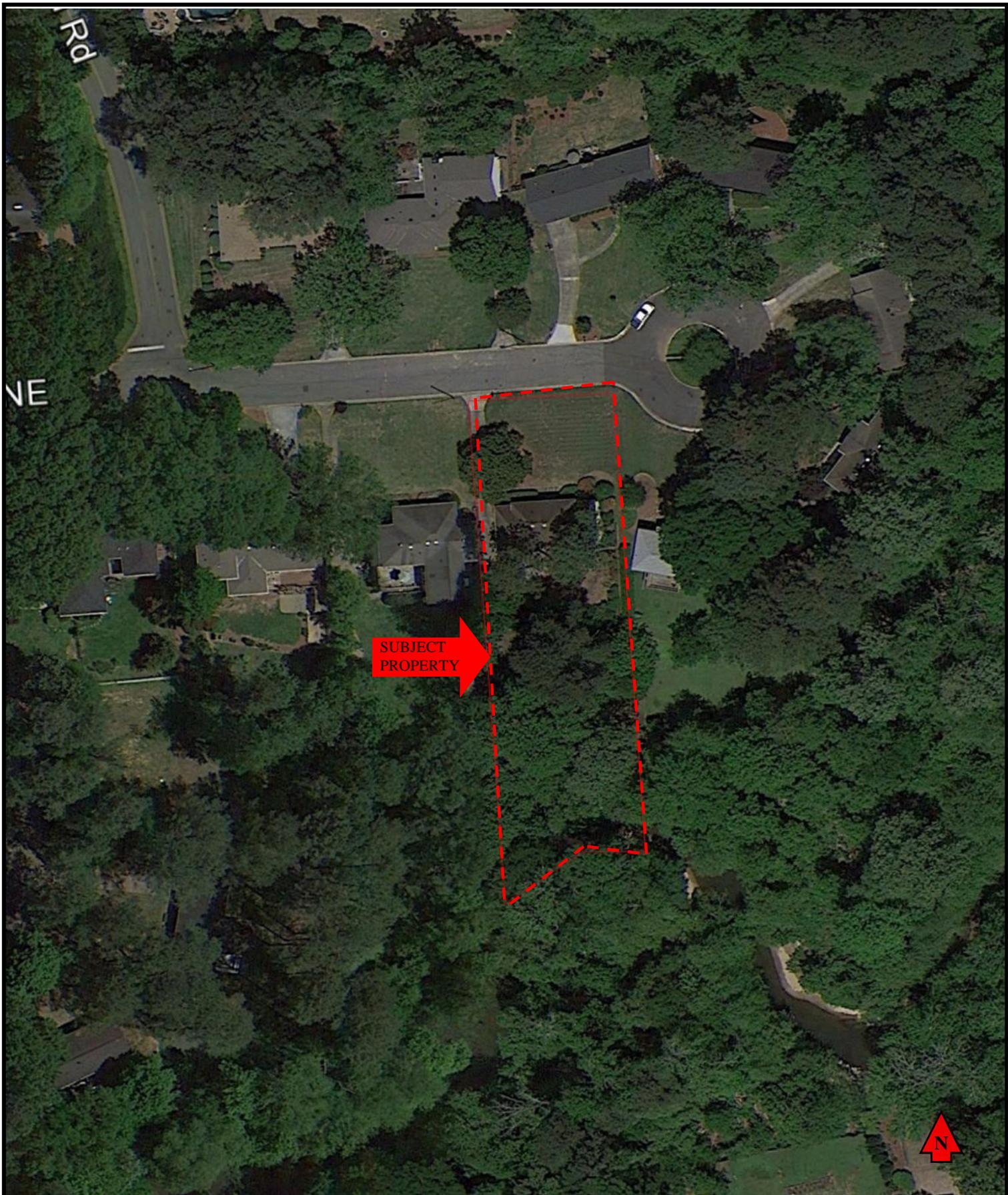


FIGURE NUMBER:	3
DRAWN BY:	RKD
PROJECT NUMBER:	1-14-578A
SCALE:	None

RECENT AERIAL PHOTOGRAPH

805 E. Powderhorn Road
Sandy Springs, Fulton County, GA





APPENDIX I

LIST OF ACRONYMS

List of Acronyms

AAI	All Appropriate Inquiry	MLTS	Material Licensing Tracking System
ACM	Asbestos-Containing Material	MOR	Monitoring Only Report
ACBM	Asbestos-Containing Building Material	MSL	Mean Sea Level
AIRS	Aerometric Information Retrieval System	MTBE	Methyl Tertiary Butyl Ether
AST	Aboveground Storage Tank	MW	Monitoring Well
ASTM	American Society for Testing of Materials	NFA	No Further Action
BDL	Below Detection Limit	NFAP	No Further Action Planned
bgs	Below Ground Surface	NAPL	Non-Aqueous Phase Liquid
BTEX	Benzene, Toluene, Ethylbenzene, Xylenes	NPL	National Priority List
CAP	Corrective Action Plan	NWI	National Wetland Inventory
CESQG	Conditionally Exempt SQG	O&M	Operation and Maintenance
CERCLIS	Comprehensive Environmental Response Compensation and Liability Information System	ORC	oxygen release compound
COCs	Contaminants of Concern	ORP	oxidation reduction potential
CORRACTS	Corrective Action Report	OW	observation well
CTS	Complaint Tracking System	OWS	oil water separator
CW	Compliance Well	PADS	PCB Activity Database System
DCA	Department of Community Affairs	PAH	polynuclear aromatic hydrocarbons
DNR	Department of Natural Resources	PID	photoionization detector
DPE	Dual-Phase Extraction	PMW	proposed monitoring well
DRO	Diesel Range Organics	ppb	parts per billion
EDR	Environmental Data Resources, Inc.	ppm	parts per million
EPA	Environmental Protection Agency	PVC	polyvinyl chloride
EPD	Environmental Protection Division	pVIC	Potential Vapor Intrusion Condition
ERNS	Emergency Response Notification System	RAATS	RCRA Administrative Action Tracking
ESA	Environmental Site Assessment	<RL	below reporting limits
FEMA	Federal Emergency Management Agency	RCRA	Resource Conservation Recovery Act
FFD	Fuel Fluorescence Detector	RCRIS	Resource Conservation Recovery Info.
FINDS	Facility Index System	RECs	recognized environmental conditions
FIRM	Flood Insurance Rate Map	ROD	Record of Decision
FTTS	TSCA Tracking System	ROW	Right of Way
GDOT	Georgia Department of Transportation	SARA	Superfund Amend. and Reauthorization
GHFA	Georgia Housing Finance Authority	SQG	Small Quantity Generator
GRO	Gasoline Range Organics	SVOCs	Semi-volatile organic compounds
HMIRS	Haz. Materials Information Reporting System	TFR	total fluid recovery
HUD	Housing and Urban Development	TMW	temporary monitoring well
HSI	Hazardous Site Inventory	TPH	Total Petroleum Hydrocarbons
HSRA	Hazardous Site Response Act	TRI	Toxic Release Inventory
HSRP	Hazardous Sites Response Program	TRIS	Toxic Chemical Release Inventory
ICIS	Integrated Compliance Information System	TSCA	Toxic Substance Control Act
LBP	Lead-Based Paint	TSDF	Treatment Storage and Disposal Facility
LQG	Large Quantity Generator	ug/L	Micrograms Per Liter
LUST	Leaking Underground Storage Tank	USGS	United States Geological Survey
MCL	Maximum Contaminant Levels	UST	Underground Storage Tank
MEME	Mobile, Enhanced, Multi-phase Extraction	USTMP	Underground Storage Tank Management
mg/kg	milligrams per kilogram	VOCs	Volatile Organic Compounds
mg/L	milligrams per liter	VIA	Vapor Intrusion Assessment
MINES	Mines Master Index File	VIC	Vapor Intrusion Condition



APPENDIX II

SITE PHOTOGRAPHS



Front of the residential structure



Back of the residential structure



Interior-living room (main floor)



Interior-kitchen (main floor)



Interior-bathroom (main floor)



Interior-master bedroom (main floor)



Interior-bedroom (main floor)



Interior- garage (basement level)



Interior – basement



View of back yard (looking south)



Looking down E. Powderhorn Rd. toward Powderhorn Rd.
(looking west)



Looking down E. Powderhorn Rd. (looking east)



APPENDIX III

USER/PROPERTY OWNER PROVIDED INFORMATION

PHASE I ENVIRONMENTAL SITE ASSESSMENT

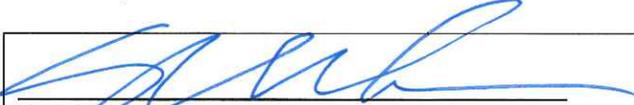
USER QUESTIONNAIRE

805 E. Powderhorn Road, Sandy Springs, Georgia

In order to qualify for *Landowner Liability Protections (LLPs)*, ASTM E1527-05 specifies that the ESA User must provide the following information, if available, to the Environmental Professional. Failure to provide this information could make the ESA incomplete and the User unable to qualify for *LLPs*.

1. Are you aware of any environmental clean-up liens against the property that are filed or recorded under federal, tribal, state or local laws? No
2. Are you aware of any Activity and Use Limitations (AUL's) such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, state or local laws? No
3. As the User of this ESA, do you have any specialized knowledge or experience related to the subject property or nearby properties? No
4. Does the purchase/sales price assigned to this property reasonably reflect the fair market value of the property? Yes or No (circle one); If not, is the lower purchase/sales price attributable to known or suspected environmental contamination?
5. Are you aware of information about the property that would be helpful in identifying conditions indicative of contaminant releases, such as: a) past use of the property; b) presence of specific chemicals (past or present); c) spills or chemical releases at the property; or d) environmental cleanups that have taken place at the property? older structure.
6. As the User/Landowner of this Phase I ESA and based on your knowledge and experience of the property, are there any obvious indicators that point to the presence or likely presence of contamination on the property? older structure.

In addition, certain other information should be provided, although not necessarily to qualify for *LLPs*, including: contact information for past and current property owners, operators and occupants; the reason for performing this ESA; and documentation showing the property address, location and boundaries.

 Signature	<u>10-22-14</u> Date
 Printed Name	





APPENDIX IV

ELECTRONIC DATABASE REPORT AND REFERENCE

805 E. Powderhorn Road

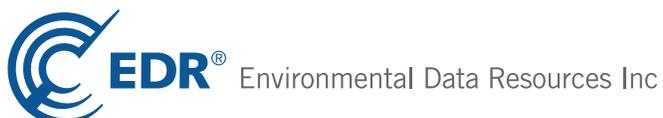
805 E Powderhorn Road

Atlanta, GA 30342

Inquiry Number: 4094073.2s

October 02, 2014

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Physical Setting Source Summary	A-2
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Physical Setting Source Records Searched	PSGR-1

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

805 E POWDERHORN ROAD
ATLANTA, GA 30342

COORDINATES

Latitude (North): 33.8834000 - 33° 53' 0.24"
Longitude (West): 84.3608000 - 84° 21' 38.88"
Universal Transverse Mercator: Zone 16
UTM X (Meters): 744095.3
UTM Y (Meters): 3752169.2
Elevation: 838 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 33084-H3 CHAMBLEE, GA
Most Recent Revision: 1995

South Map: 33084-G3 NORTHEAST ATLANTA, GA
Most Recent Revision: 1997

West Map: 33084-H4 SANDY SPRINGS, GA
Most Recent Revision: 1997

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20100811, 20100905
Source: USDA

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

EXECUTIVE SUMMARY

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List
Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System
FEDERAL FACILITY..... Federal Facility Site Information listing

Federal CERCLIS NFRAP site List

CERC-NFRAP..... CERCLIS No Further Remedial Action Planned

Federal RCRA CORRACTS facilities list

CORRACTS..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG..... RCRA - Large Quantity Generators
RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

US ENG CONTROLS..... Engineering Controls Sites List
US INST CONTROL..... Sites with Institutional Controls
LUCIS..... Land Use Control Information System

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent CERCLIS

SHWS..... Hazardous Site Inventory

EXECUTIVE SUMMARY

GA NON-HSI..... Non-Hazardous Site Inventory

State and tribal landfill and/or solid waste disposal site lists

SWF/LF..... Solid Waste Disposal Facilities

State and tribal leaking storage tank lists

LUST..... List of Leaking Underground Storage Tanks

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

UST..... Underground Storage Tank Database

AST..... Above Ground Storage Tanks

INDIAN UST..... Underground Storage Tanks on Indian Land

FEMA UST..... Underground Storage Tank Listing

State and tribal institutional control / engineering control registries

AUL..... Uniform Environmental Covenants

INST CONTROL..... Public Record List

State and tribal voluntary cleanup sites

VCP..... Voluntary Cleanup Program site

INDIAN VCP..... Voluntary Cleanup Priority Listing

State and tribal Brownfields sites

BROWNFIELDS..... Brownfields Public Record List

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

ODI..... Open Dump Inventory

DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations

SWRCY..... Recycling Center Listing

HIST LF..... Historical Landfills

INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands

Local Lists of Hazardous waste / Contaminated Sites

US CDL..... Clandestine Drug Labs

DEL SHWS..... Delisted Hazardous Site Inventory Listing

US HIST CDL..... National Clandestine Laboratory Register

Local Land Records

LIENS 2..... CERCLA Lien Information

EXECUTIVE SUMMARY

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System
SPILLS..... Spills Information
SPILLS 90..... SPILLS 90 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR..... RCRA - Non Generators / No Longer Regulated
DOT OPS..... Incident and Accident Data
DOD..... Department of Defense Sites
FUDS..... Formerly Used Defense Sites
CONSENT..... Superfund (CERCLA) Consent Decrees
ROD..... Records Of Decision
UMTRA..... Uranium Mill Tailings Sites
US MINES..... Mines Master Index File
TRIS..... Toxic Chemical Release Inventory System
TSCA..... Toxic Substances Control Act
FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing
SSTS..... Section 7 Tracking Systems
ICIS..... Integrated Compliance Information System
PADS..... PCB Activity Database System
MLTS..... Material Licensing Tracking System
RADINFO..... Radiation Information Database
FINDS..... Facility Index System/Facility Registry System
RAATS..... RCRA Administrative Action Tracking System
RMP..... Risk Management Plans
NPDES..... NPDES Wastewater Permit List
DRYCLEANERS..... Drycleaner Database
AIRS..... Permitted Facility and Emissions Listing
TIER 2..... Tier 2 Data Listing
INDIAN RESERV..... Indian Reservations
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing
COAL ASH..... Coal Ash Disposal Site Listing
PRP..... Potentially Responsible Parties
US AIRS..... Aerometric Information Retrieval System Facility Subsystem
EPA WATCH LIST..... EPA WATCH LIST
PCB TRANSFORMER..... PCB Transformer Registration Database
COAL ASH DOE..... Steam-Electric Plant Operation Data
COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List
Financial Assurance..... Financial Assurance Information Listing
2020 COR ACTION..... 2020 Corrective Action Program List
LEAD SMELTERS..... Lead Smelter Sites
US FIN ASSUR..... Financial Assurance Information

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP..... EDR Proprietary Manufactured Gas Plants
EDR US Hist Auto Stat..... EDR Exclusive Historic Gas Stations

EXECUTIVE SUMMARY

EDR US Hist Cleaners..... EDR Exclusive Historic Dry Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LUST..... Recovered Government Archive Leaking Underground Storage Tank
RGA LF..... Recovered Government Archive Solid Waste Facilities List
RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were not identified.

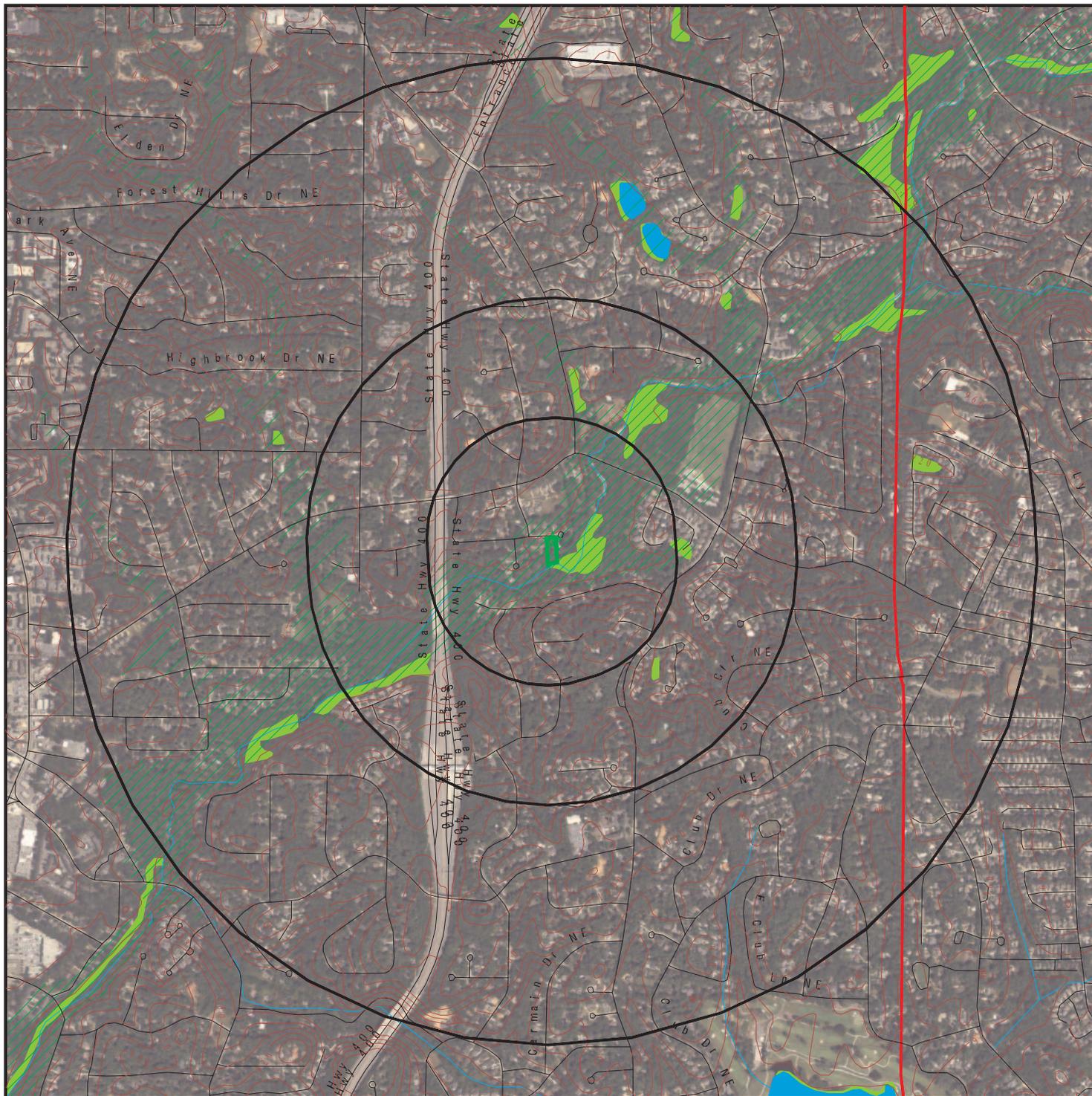
Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 20 records.

<u>Site Name</u>	<u>Database(s)</u>
DELTA AIR LINES INC	RCRA-TSDF, CORRACTS, RCRA-LQG, US ENG CONTROLS, US FIN ASSUR
SHELL STATION (FORMER)	LUST, UST, Financial Assurance
CROSSROADS VILLAGE PROPERTY	BROWNFIELDS
3130 AND 3150 PIEDMONT ROAD	BROWNFIELDS
PROPOSED LOWE'S HOME IMPROVEMENT W	BROWNFIELDS
TANYARD CREEK PAINT SPILL	CERCLIS
FULTON INDUSTRIAL TANK ROLLOVER	CERCLIS
LAKEWOOD BATTERY	CERCLIS, ICIS, FINDS, GA NON-HSI
BROCK CONSTRUCTION COMPANY INERT L	SWF/LF
D.C. WOODLEY AND ASSOC., INC. INER	SWF/LF
JOHN WIELAND HOMES INERT LANDFILL	SWF/LF
D.C. WOODLEY AND ASSOC., INC. INER	SWF/LF
JOHN WIELAND HOMES, INC. INERT LAN	SWF/LF
BROCK CONSTRUCTION COMPANY, INC.	SWF/LF
BROCK CONSTRUCTION COMPANY, INC.	SWF/LF
HEDGEWOOD PROPERTIES 12225 STEVENS	SWF/LF
S & E FROZEN FOODS	SPILLS
CONSTRUCTION SITE/ E & S PROBLEM	SPILLS
ATLANTA - CASCADE ROAD LANDFILL	GA NON-HSI
GRESHAM ROAD CONVENIENCE STORE	GA NON-HSI

OVERVIEW MAP - 4094073.2S



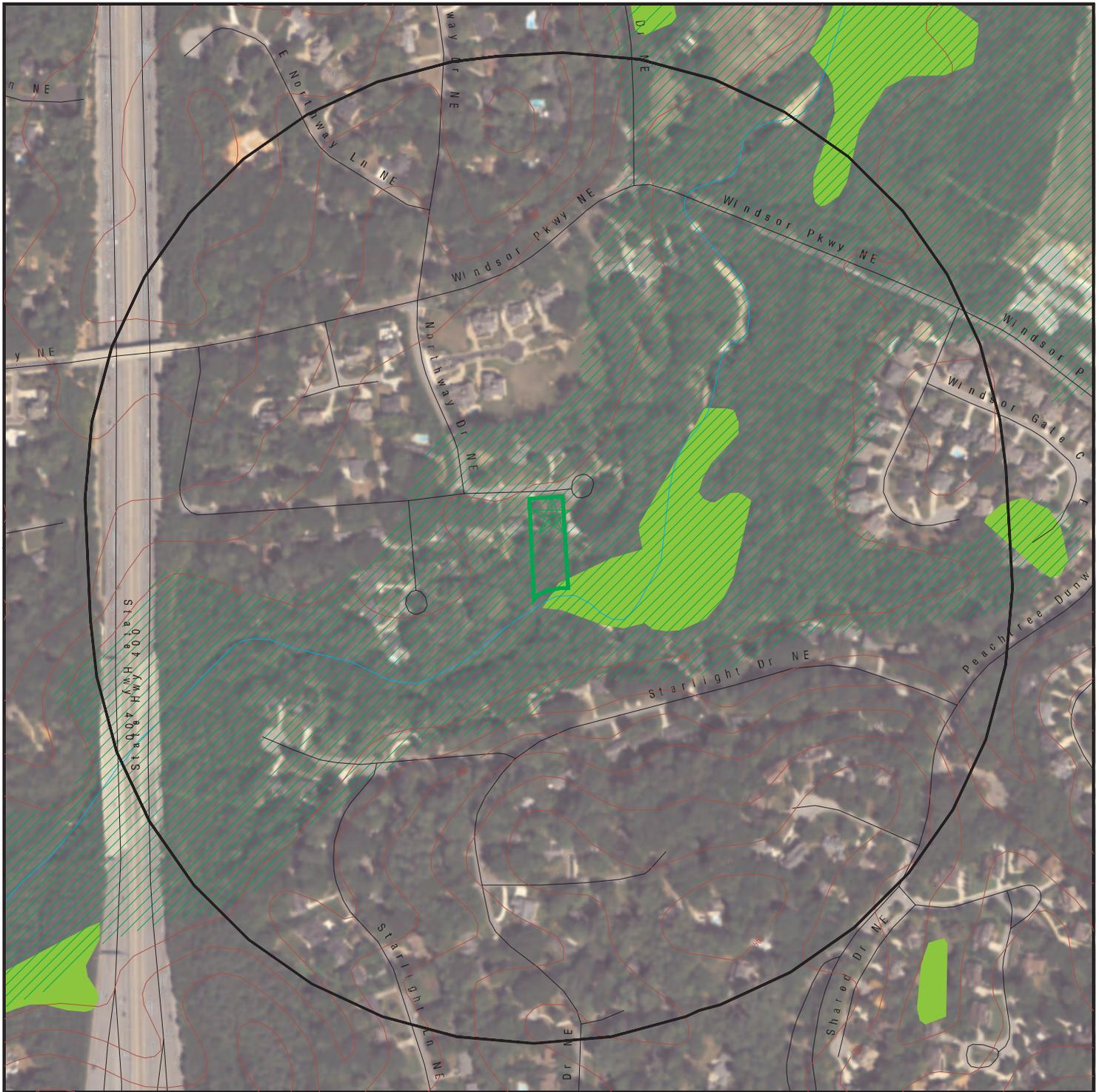
-  Target Property
-  Sites at elevations higher than or equal to the target property
-  Sites at elevations lower than the target property
-  Manufactured Gas Plants
-  National Priority List Sites
-  Dept. Defense Sites
-  Indian Reservations BIA
-  County Boundary
-  Oil & Gas pipelines from USGS
-  100-year flood zone
-  500-year flood zone
-  National Wetland Inventory



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

<p>SITE NAME: 805 E. Powderhorn Road ADDRESS: 805 E Powderhorn Road Atlanta GA 30342 LAT/LONG: 33.8834 / 84.3608</p>	<p>CLIENT: Maxis Engineering LLC CONTACT: Rebecca Donnelly INQUIRY #: 4094073.2s DATE: October 02, 2014 1:51 pm</p>
--	--

DETAIL MAP - 4094073.2S



-  Target Property
-  Sites at elevations higher than or equal to the target property
-  Sites at elevations lower than the target property
-  Manufactured Gas Plants
-  Sensitive Receptors
-  National Priority List Sites
-  Dept. Defense Sites

-  Indian Reservations BIA
-  Oil & Gas pipelines from USGS
-  100-year flood zone
-  500-year flood zone
-  National Wetland Inventory

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 805 E. Powderhorn Road
 ADDRESS: 805 E Powderhorn Road
 Atlanta GA 30342
 LAT/LONG: 33.8834 / 84.3608

CLIENT: Maxis Engineering LLC
 CONTACT: Rebecca Donnelly
 INQUIRY #: 4094073.2s
 DATE: October 02, 2014 1:52 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Federal NPL site list</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
<i>Federal Delisted NPL site list</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Federal CERCLIS list</i>								
CERCLIS	0.500		0	0	0	NR	NR	0
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
<i>Federal CERCLIS NFRAP site List</i>								
CERC-NFRAP	0.500		0	0	0	NR	NR	0
<i>Federal RCRA CORRACTS facilities list</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Federal RCRA non-CORRACTS TSD facilities list</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Federal RCRA generators list</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
LUCIS	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	TP		NR	NR	NR	NR	NR	0
<i>State- and tribal - equivalent CERCLIS</i>								
SHWS	1.000		0	0	0	0	NR	0
GA NON-HSI	1.000		0	0	0	0	NR	0
<i>State and tribal landfill and/or solid waste disposal site lists</i>								
SWF/LF	0.500		0	0	0	NR	NR	0
<i>State and tribal leaking storage tank lists</i>								
LUST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
<i>State and tribal registered storage tank lists</i>								
UST	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
<i>State and tribal institutional control / engineering control registries</i>								
AUL	0.500		0	0	0	NR	NR	0
INST CONTROL	0.500		0	0	0	NR	NR	0
<i>State and tribal voluntary cleanup sites</i>								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
<i>State and tribal Brownfields sites</i>								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
<i>Local Brownfield lists</i>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
SWRCY	0.500		0	0	0	NR	NR	0
HIST LF	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
US CDL	TP		NR	NR	NR	NR	NR	0
DEL SHWS	1.000		0	0	0	0	NR	0
US HIST CDL	TP		NR	NR	NR	NR	NR	0
<i>Local Land Records</i>								
LIENS 2	TP		NR	NR	NR	NR	NR	0
<i>Records of Emergency Release Reports</i>								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0
<i>Other Ascertainable Records</i>								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
DOD	1.000		0	0	0	0	NR	0
FUDS	1.000		0	0	0	0	NR	0
CONSENT	1.000		0	0	0	0	NR	0
ROD	1.000		0	0	0	0	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UMTRA	0.500		0	0	0	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
AIRS	TP		NR	NR	NR	NR	NR	0
TIER 2	TP		NR	NR	NR	NR	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
Financial Assurance	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
EDR US Hist Auto Stat	0.250		0	0	NR	NR	NR	0
EDR US Hist Cleaners	0.250		0	0	NR	NR	NR	0

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LUST	TP		NR	NR	NR	NR	NR	0
RGA LF	TP		NR	NR	NR	NR	NR	0
RGA HWS	TP		NR	NR	NR	NR	NR	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NO SITES FOUND

Count: 20 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
ATLANTA	1014914915	TANYARD CREEK PAINT SPILL	129 26TH STREET & 130 ARDMORE		CERCLIS
ATLANTA	S110840997	CROSSROADS VILLAGE PROPERTY	3927 3965 AND 3979 BUFORD HWY.		BROWNFIELDS
ATLANTA	S106780245	3130 AND 3150 PIEDMONT ROAD	3130 AND 3150 PIEDMONT RD.		BROWNFIELDS
ATLANTA	S103538531	S & E FROZEN FOODS	BEHIND A & B AT WEST MALL		SPILLS
ATLANTA	S107665846	BROCK CONSTRUCTION COMPANY INERT L	BROOKHAVEN VILLAGE PHASE II SU	*	SWF/LF
ATLANTA	S107150835	ATLANTA - CASCADE ROAD LANDFILL	CASCADE ROAD		GA NON-HSI
ATLANTA	1012209874	FULTON INDUSTRIAL TANK ROLLOVER	CORNER OF BANKHEAD HWY & FULTO		CERCLIS
ATLANTA	S107031930	PROPOSED LOWE'S HOME IMPROVEMENT W	GEORGIA HIGHWAY 85		BROWNFIELDS
ATLANTA	S107150739	GRESHAM ROAD CONVENIENCE STORE	GRESHAM ROAD		GA NON-HSI
ATLANTA	1014947723	DELTA AIR LINES INC	1775 M. H. JACKSON SERVICE ROA		RCRA-TSDF, CORRACTS, RCRA-LQI US ENG CONTROLS, US FIN ASSUR
ATLANTA	S107666092	D.C. WOODLEY AND ASSOC., INC. INER	2748 LOGAN CIRCLE	30319	SWF/LF
ATLANTA	S107666782	JOHN WIELAND HOMES INERT LANDFILL	LOT 28A REGENCY PARK S/D 340 R	*	SWF/LF
ATLANTA	S104548396	CONSTRUCTION SITE/ E & S PROBLEM	MIDTOWN @ 10TH & 11TH AVENUES		SPILLS
ATLANTA	1001126483	LAKEWOOD BATTERY	162 MILTON AVENUE	30301	CERCLIS, ICIS, FINDS, GA NON-HSI
ATLANTA	S107666093	D.C. WOODLEY AND ASSOC., INC. INER	OAKHILL PLACE LOT 7	30319	SWF/LF
ATLANTA	1006787395	SHELL STATION (FORMER)	3637 PEACHTREE ST	30319	LUST, UST, Financial Assurance
ATLANTA	S107667086	JOHN WIELAND HOMES, INC. INERT LAN	REGENCY PARK S/D LOT 38A 4420	*	SWF/LF
ATLANTA	S107665862	BROCK CONSTRUCTION COMPANY, INC.	SUMMERSET S/D LOTS 1&2	30319	SWF/LF
ATLANTA	S107665856	BROCK CONSTRUCTION COMPANY, INC.	SUMMERSET LANE, SUMMERSET S/D	30319	SWF/LF
FULTON COUNTY	S107666367	HEDGEWOOD PROPERTIES 12225 STEVENS	12225 STEVENS CREEK CT; LOT 18		SWF/LF

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: N/A
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 09/19/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 10/20/2014
	Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: N/A
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 09/19/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 10/20/2014
	Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991	Source: EPA
Date Data Arrived at EDR: 02/02/1994	Telephone: 202-564-4267
Date Made Active in Reports: 03/30/1994	Last EDR Contact: 08/15/2011
Number of Days to Update: 56	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal Delisted NPL site list

DELISTED NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: N/A
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 09/19/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 10/20/2014
	Data Release Frequency: Quarterly

Federal CERCLIS list

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: 703-412-9810
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 08/28/2014
Number of Days to Update: 94	Next Scheduled EDR Contact: 12/08/2014
	Data Release Frequency: Quarterly

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 04/01/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/08/2014	Telephone: 703-603-8704
Date Made Active in Reports: 08/22/2014	Last EDR Contact: 07/08/2014
Number of Days to Update: 45	Next Scheduled EDR Contact: 10/20/2014
	Data Release Frequency: Varies

Federal CERCLIS NFRAP site List

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: 703-412-9810
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 08/28/2014
Number of Days to Update: 94	Next Scheduled EDR Contact: 12/08/2014
	Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/10/2014
Date Data Arrived at EDR: 07/02/2014
Date Made Active in Reports: 09/18/2014
Number of Days to Update: 78

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 10/01/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 06/10/2014
Date Data Arrived at EDR: 07/02/2014
Date Made Active in Reports: 09/18/2014
Number of Days to Update: 78

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 10/01/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/10/2014
Date Data Arrived at EDR: 07/02/2014
Date Made Active in Reports: 09/18/2014
Number of Days to Update: 78

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 10/01/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 06/10/2014
Date Data Arrived at EDR: 07/02/2014
Date Made Active in Reports: 09/18/2014
Number of Days to Update: 78

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 10/01/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/10/2014
Date Data Arrived at EDR: 07/02/2014
Date Made Active in Reports: 09/18/2014
Number of Days to Update: 78

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 10/01/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal institutional controls / engineering controls registries

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 06/23/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/15/2014	Telephone: 703-603-0695
Date Made Active in Reports: 09/18/2014	Last EDR Contact: 09/08/2014
Number of Days to Update: 65	Next Scheduled EDR Contact: 12/22/2014
	Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 06/23/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/15/2014	Telephone: 703-603-0695
Date Made Active in Reports: 09/18/2014	Last EDR Contact: 09/08/2014
Number of Days to Update: 65	Next Scheduled EDR Contact: 12/22/2014
	Data Release Frequency: Varies

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/28/2014	Source: Department of the Navy
Date Data Arrived at EDR: 05/30/2014	Telephone: 843-820-7326
Date Made Active in Reports: 06/17/2014	Last EDR Contact: 08/14/2014
Number of Days to Update: 18	Next Scheduled EDR Contact: 12/01/2014
	Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 09/30/2013	Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 10/01/2013	Telephone: 202-267-2180
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 09/30/2014
Number of Days to Update: 66	Next Scheduled EDR Contact: 01/12/2015
	Data Release Frequency: Annually

State- and tribal - equivalent CERCLIS

SHWS: Hazardous Site Inventory

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 07/01/2014	Source: Department of Environmental Protection
Date Data Arrived at EDR: 07/11/2014	Telephone: 404-657-8600
Date Made Active in Reports: 08/01/2014	Last EDR Contact: 09/30/2014
Number of Days to Update: 21	Next Scheduled EDR Contact: 01/12/2015
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NON HSI: Non-Hazardous Site Inventory

This list was obtained by EDR in 1998 and contains property listings that have reported contamination of soil or groundwater under the Georgia Hazardous Site Response Act (HSRA). These sites were not placed on the Georgia Priority list (Hazardous Site Inventory or HSI) because their hazard evaluation scores did not exceed the threshold levels established for sites posing an imminent threat to health or the environment. Disclaimer provided by Rindt-McDuff Associates - the database information has been obtained from publicly available sources produced by other entities. While reasonable steps have been taken to insure the accuracy of the data, RMA does not guarantee the accuracy of the data. No claim is made for the actual existence of pollution at any site. This data does not constitute a legal opinion.

Date of Government Version: 06/30/2014	Source: Rindt-McDuff Associates, Inc.
Date Data Arrived at EDR: 07/11/2014	Telephone: N/A
Date Made Active in Reports: 07/31/2014	Last EDR Contact: 04/15/2014
Number of Days to Update: 20	Next Scheduled EDR Contact: 07/28/2014
	Data Release Frequency: Annually

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Solid Waste Disposal Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 06/04/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 08/08/2014	Telephone: 404-362-2696
Date Made Active in Reports: 09/08/2014	Source: Center for GIS, Georgia Institute of Technology
Number of Days to Update: 31	Telephone: 404-385-0900
	Last EDR Contact: 08/08/2014
	Next Scheduled EDR Contact: 11/17/2014
	Data Release Frequency: Semi-Annually

State and tribal leaking storage tank lists

LUST: List of Leaking Underground Storage Tanks

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 07/02/2014	Source: Environmental Protection Division
Date Data Arrived at EDR: 07/08/2014	Telephone: 404-362-2687
Date Made Active in Reports: 08/19/2014	Last EDR Contact: 09/19/2014
Number of Days to Update: 42	Next Scheduled EDR Contact: 12/29/2014
	Data Release Frequency: Quarterly

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 07/30/2014	Source: EPA Region 4
Date Data Arrived at EDR: 08/12/2014	Telephone: 404-562-8677
Date Made Active in Reports: 08/22/2014	Last EDR Contact: 04/22/2014
Number of Days to Update: 10	Next Scheduled EDR Contact: 08/11/2014
	Data Release Frequency: Semi-Annually

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 05/20/2014	Source: EPA Region 10
Date Data Arrived at EDR: 06/10/2014	Telephone: 206-553-2857
Date Made Active in Reports: 08/22/2014	Last EDR Contact: 04/28/2014
Number of Days to Update: 73	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 03/01/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2013	Telephone: 415-972-3372
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 07/22/2014
Number of Days to Update: 42	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Quarterly

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 08/13/2014	Source: EPA Region 8
Date Data Arrived at EDR: 08/15/2014	Telephone: 303-312-6271
Date Made Active in Reports: 08/22/2014	Last EDR Contact: 07/22/2014
Number of Days to Update: 7	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Quarterly

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 05/14/2014	Source: EPA Region 6
Date Data Arrived at EDR: 05/15/2014	Telephone: 214-665-6597
Date Made Active in Reports: 07/15/2014	Last EDR Contact: 07/22/2014
Number of Days to Update: 61	Next Scheduled EDR Contact: 11/20/2014
	Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 08/04/2014	Source: EPA, Region 5
Date Data Arrived at EDR: 08/05/2014	Telephone: 312-886-7439
Date Made Active in Reports: 08/22/2014	Last EDR Contact: 04/28/2014
Number of Days to Update: 17	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 05/22/2014	Source: EPA Region 7
Date Data Arrived at EDR: 08/22/2014	Telephone: 913-551-7003
Date Made Active in Reports: 09/18/2014	Last EDR Contact: 04/28/2014
Number of Days to Update: 27	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 02/01/2013	Source: EPA Region 1
Date Data Arrived at EDR: 05/01/2013	Telephone: 617-918-1313
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 08/01/2014
Number of Days to Update: 184	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Varies

State and tribal registered storage tank lists

UST: Underground Storage Tank Database
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2013
Date Data Arrived at EDR: 09/13/2013
Date Made Active in Reports: 10/03/2013
Number of Days to Update: 20

Source: Environmental Protection Division
Telephone: 404-362-2687
Last EDR Contact: 09/19/2014
Next Scheduled EDR Contact: 12/29/2014
Data Release Frequency: Annually

AST: Above Ground Storage Tanks

A listing of LP gas tank site locations.

Date of Government Version: 06/04/2012
Date Data Arrived at EDR: 06/05/2012
Date Made Active in Reports: 06/14/2012
Number of Days to Update: 9

Source: Office of Insurance & Safety Fire Commissioner
Telephone: 404-656-5875
Last EDR Contact: 08/20/2014
Next Scheduled EDR Contact: 12/08/2014
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 05/20/2014
Date Data Arrived at EDR: 06/10/2014
Date Made Active in Reports: 08/15/2014
Number of Days to Update: 66

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/22/2014
Next Scheduled EDR Contact: 11/10/2014
Data Release Frequency: Quarterly

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 08/14/2014
Date Data Arrived at EDR: 08/15/2014
Date Made Active in Reports: 08/22/2014
Number of Days to Update: 7

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 07/22/2014
Next Scheduled EDR Contact: 11/10/2014
Data Release Frequency: Quarterly

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 08/20/2014
Date Data Arrived at EDR: 08/22/2014
Date Made Active in Reports: 09/18/2014
Number of Days to Update: 27

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 04/28/2014
Next Scheduled EDR Contact: 11/10/2014
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 07/25/2014
Date Data Arrived at EDR: 07/28/2014
Date Made Active in Reports: 08/22/2014
Number of Days to Update: 25

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 07/22/2014
Next Scheduled EDR Contact: 11/10/2014
Data Release Frequency: Semi-Annually

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/04/2014	Source: EPA Region 5
Date Data Arrived at EDR: 08/05/2014	Telephone: 312-886-6136
Date Made Active in Reports: 08/22/2014	Last EDR Contact: 04/28/2014
Number of Days to Update: 17	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 07/30/2014	Source: EPA Region 4
Date Data Arrived at EDR: 08/12/2014	Telephone: 404-562-9424
Date Made Active in Reports: 08/22/2014	Last EDR Contact: 04/22/2014
Number of Days to Update: 10	Next Scheduled EDR Contact: 08/11/2014
	Data Release Frequency: Semi-Annually

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 02/01/2013	Source: EPA, Region 1
Date Data Arrived at EDR: 05/01/2013	Telephone: 617-918-1313
Date Made Active in Reports: 01/27/2014	Last EDR Contact: 08/01/2014
Number of Days to Update: 271	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 08/13/2014	Source: EPA Region 8
Date Data Arrived at EDR: 08/15/2014	Telephone: 303-312-6137
Date Made Active in Reports: 08/22/2014	Last EDR Contact: 07/22/2014
Number of Days to Update: 7	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Quarterly

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010	Source: FEMA
Date Data Arrived at EDR: 02/16/2010	Telephone: 202-646-5797
Date Made Active in Reports: 04/12/2010	Last EDR Contact: 07/08/2014
Number of Days to Update: 55	Next Scheduled EDR Contact: 10/27/2014
	Data Release Frequency: Varies

State and tribal institutional control / engineering control registries

AUL: Uniform Environmental Covenants

A list of environmental covenants

Date of Government Version: 06/03/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 08/13/2014	Telephone: 404-657-8600
Date Made Active in Reports: 09/02/2014	Last EDR Contact: 08/13/2014
Number of Days to Update: 20	Next Scheduled EDR Contact: 11/24/2014
	Data Release Frequency: Varies

INST CONTROL: Public Record List

Sites on the Public Record Listing that have institutional controls or limitations on use are sites with Risk Reduction Standards of 3, 4, and 5.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/22/2014
Date Data Arrived at EDR: 07/03/2014
Date Made Active in Reports: 08/05/2014
Number of Days to Update: 33

Source: Department of Natural Resources
Telephone: 404-657-8600
Last EDR Contact: 08/15/2014
Next Scheduled EDR Contact: 11/24/2014
Data Release Frequency: Varies

State and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 05/30/2014
Date Data Arrived at EDR: 07/01/2014
Date Made Active in Reports: 08/15/2014
Number of Days to Update: 45

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 10/01/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Varies

VCP: Voluntary Cleanup Program site

Georgia's Voluntary Remediation Program Act was created to encourage voluntary investigation and remediation of contaminated properties.

Date of Government Version: 06/03/2014
Date Data Arrived at EDR: 06/06/2014
Date Made Active in Reports: 07/03/2014
Number of Days to Update: 27

Source: DNR
Telephone: 404-657-8600
Last EDR Contact: 09/02/2014
Next Scheduled EDR Contact: 12/15/2014
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Public Record List

The Brownfields Public Record lists properties where response actions under the Georgia Hazardous Site Reuse and Redevelopment Act are planned, ongoing or completed.

Date of Government Version: 04/22/2014
Date Data Arrived at EDR: 07/03/2014
Date Made Active in Reports: 07/29/2014
Number of Days to Update: 26

Source: Department of Natural Resources
Telephone: 404-657-8600
Last EDR Contact: 08/15/2014
Next Scheduled EDR Contact: 11/24/2014
Data Release Frequency: Varies

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 07/03/2014
Date Made Active in Reports: 07/28/2014
Number of Days to Update: 25

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 09/23/2014
Next Scheduled EDR Contact: 01/05/2015
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 07/25/2014
Next Scheduled EDR Contact: 11/10/2014
Data Release Frequency: No Update Planned

HIST LF: Historical Landfills

Landfills that were closed many years ago.

Date of Government Version: 01/15/2003
Date Data Arrived at EDR: 01/20/2004
Date Made Active in Reports: 02/06/2004
Number of Days to Update: 17

Source: Department of Natural Resources
Telephone: 404-362-2696
Last EDR Contact: 01/20/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

SWRCY: Recycling Center Listing

A listing of recycling facility locations.

Date of Government Version: 07/15/2014
Date Data Arrived at EDR: 07/16/2014
Date Made Active in Reports: 08/04/2014
Number of Days to Update: 19

Source: Department of Community Affairs
Telephone: 404-679-1598
Last EDR Contact: 07/11/2014
Next Scheduled EDR Contact: 10/27/2014
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 08/01/2014
Next Scheduled EDR Contact: 11/17/2014
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 05/28/2014
Date Data Arrived at EDR: 06/20/2014
Date Made Active in Reports: 07/15/2014
Number of Days to Update: 25

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 09/03/2014
Next Scheduled EDR Contact: 12/15/2014
Data Release Frequency: Quarterly

DEL SHWS: Delisted Hazardous Site Inventory Listing

A listing of sites delisted from the Hazardous Site Inventory.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 07/11/2014
Date Made Active in Reports: 08/01/2014
Number of Days to Update: 21

Source: Department of Natural Resources
Telephone: 404-657-8636
Last EDR Contact: 09/30/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Annually

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 05/28/2014
Date Data Arrived at EDR: 06/20/2014
Date Made Active in Reports: 07/15/2014
Number of Days to Update: 25

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 09/03/2014
Next Scheduled EDR Contact: 12/15/2014
Data Release Frequency: No Update Planned

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 02/18/2014
Date Data Arrived at EDR: 03/18/2014
Date Made Active in Reports: 04/24/2014
Number of Days to Update: 37

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 07/22/2014
Next Scheduled EDR Contact: 11/10/2014
Data Release Frequency: Varies

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 06/30/2014
Date Data Arrived at EDR: 07/01/2014
Date Made Active in Reports: 09/18/2014
Number of Days to Update: 79

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 10/01/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Annually

SPILLS: Spills Information

Oil or Hazardous Material Spills or Releases.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 07/01/2014
Date Made Active in Reports: 07/30/2014
Number of Days to Update: 29

Source: Department of Natural Resources
Telephone: 706-792-7744
Last EDR Contact: 09/29/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 10/04/2012	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 02/11/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 06/10/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/02/2014	Telephone: (404) 562-8651
Date Made Active in Reports: 09/18/2014	Last EDR Contact: 10/01/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 01/12/2015
	Data Release Frequency: Varies

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012	Source: Department of Transportation, Office of Pipeline Safety
Date Data Arrived at EDR: 08/07/2012	Telephone: 202-366-4595
Date Made Active in Reports: 09/18/2012	Last EDR Contact: 08/06/2014
Number of Days to Update: 42	Next Scheduled EDR Contact: 11/17/2014
	Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 11/10/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 07/18/2014
Number of Days to Update: 62	Next Scheduled EDR Contact: 10/27/2014
	Data Release Frequency: Semi-Annually

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 06/06/2014	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 09/10/2014	Telephone: 202-528-4285
Date Made Active in Reports: 09/18/2014	Last EDR Contact: 09/10/2014
Number of Days to Update: 8	Next Scheduled EDR Contact: 12/22/2014
	Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 01/24/2014
Date Made Active in Reports: 02/24/2014
Number of Days to Update: 31

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 09/30/2014
Next Scheduled EDR Contact: 01/12/2015
Data Release Frequency: Varies

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 11/25/2013
Date Data Arrived at EDR: 12/12/2013
Date Made Active in Reports: 02/24/2014
Number of Days to Update: 74

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 09/09/2014
Next Scheduled EDR Contact: 12/22/2014
Data Release Frequency: Annually

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010
Date Data Arrived at EDR: 10/07/2011
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 146

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 08/20/2014
Next Scheduled EDR Contact: 12/08/2014
Data Release Frequency: Varies

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 01/30/2014
Date Data Arrived at EDR: 03/05/2014
Date Made Active in Reports: 07/15/2014
Number of Days to Update: 132

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 09/04/2014
Next Scheduled EDR Contact: 12/15/2014
Data Release Frequency: Semi-Annually

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2011
Date Data Arrived at EDR: 07/31/2013
Date Made Active in Reports: 09/13/2013
Number of Days to Update: 44

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 08/29/2014
Next Scheduled EDR Contact: 12/08/2014
Data Release Frequency: Annually

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2006
Date Data Arrived at EDR: 09/29/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 64

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 09/26/2014
Next Scheduled EDR Contact: 01/05/2015
Data Release Frequency: Every 4 Years

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/19/2014
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/08/2014
	Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/19/2014
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/08/2014
	Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2007
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2008
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009	Source: EPA
Date Data Arrived at EDR: 12/10/2010	Telephone: 202-564-4203
Date Made Active in Reports: 02/25/2011	Last EDR Contact: 07/22/2014
Number of Days to Update: 77	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 05/06/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/16/2014	Telephone: 202-564-5088
Date Made Active in Reports: 06/17/2014	Last EDR Contact: 10/09/2014
Number of Days to Update: 32	Next Scheduled EDR Contact: 10/27/2014
	Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 06/01/2013	Source: EPA
Date Data Arrived at EDR: 07/17/2013	Telephone: 202-566-0500
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 07/18/2014
Number of Days to Update: 107	Next Scheduled EDR Contact: 10/27/2014
	Data Release Frequency: Annually

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/22/2013	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 08/02/2013	Telephone: 301-415-7169
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 09/08/2014
Number of Days to Update: 91	Next Scheduled EDR Contact: 12/22/2014
	Data Release Frequency: Quarterly

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/07/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/10/2014	Telephone: 202-343-9775
Date Made Active in Reports: 07/28/2014	Last EDR Contact: 07/10/2014
Number of Days to Update: 18	Next Scheduled EDR Contact: 10/20/2014
	Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 11/18/2013	Source: EPA
Date Data Arrived at EDR: 02/27/2014	Telephone: (404) 562-9900
Date Made Active in Reports: 03/12/2014	Last EDR Contact: 09/10/2014
Number of Days to Update: 13	Next Scheduled EDR Contact: 12/22/2014
	Data Release Frequency: Quarterly

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 05/23/2014
Date Made Active in Reports: 07/28/2014
Number of Days to Update: 66

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 07/22/2014
Next Scheduled EDR Contact: 11/10/2014
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2011
Date Data Arrived at EDR: 02/26/2013
Date Made Active in Reports: 04/19/2013
Number of Days to Update: 52

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 08/29/2014
Next Scheduled EDR Contact: 12/08/2014
Data Release Frequency: Biennially

NPDES: NPDES Wastewater Permit List

A listing of NPDES wastewater permits issued by the Watershed Protection Branch.

Date of Government Version: 01/27/2011
Date Data Arrived at EDR: 02/15/2011
Date Made Active in Reports: 02/23/2011
Number of Days to Update: 8

Source: Department of Natural Resources
Telephone: 404-362-2680
Last EDR Contact: 08/15/2014
Next Scheduled EDR Contact: 11/24/2014
Data Release Frequency: Varies

DRYCLEANERS: Drycleaner Database

A list of drycleaners in the state. The listing includes drycleaner facilities, that use perchloroethylene, that responded to the Notification of Compliance Status forms. It also includes those businesses that are pick-up stores only and do not conduct dry cleaning on site.

Date of Government Version: 08/11/2014
Date Data Arrived at EDR: 08/12/2014
Date Made Active in Reports: 09/03/2014
Number of Days to Update: 22

Source: Department of Natural Resources
Telephone: 404-363-7000
Last EDR Contact: 08/08/2014
Next Scheduled EDR Contact: 11/27/2014
Data Release Frequency: Varies

AIRS: Permitted Facility & Emissions Lising

A listing of permitted Air facilities and emissions data.

Date of Government Version: 12/31/2011
Date Data Arrived at EDR: 11/26/2013
Date Made Active in Reports: 01/22/2014
Number of Days to Update: 57

Source: Department of Natural Resources
Telephone: 404-363-7000
Last EDR Contact: 08/22/2014
Next Scheduled EDR Contact: 12/08/2014
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TIER 2: Tier 2 Data Listing

A listing of facilities which store or manufacture hazardous materials and submit a chemical inventory report.

Date of Government Version: 12/31/2012	Source: Department of Natural Resources
Date Data Arrived at EDR: 10/03/2013	Telephone: 404-656-4852
Date Made Active in Reports: 11/06/2013	Last EDR Contact: 09/02/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 12/15/2014
	Data Release Frequency: Varies

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 12/08/2006	Telephone: 202-208-3710
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 07/18/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 10/27/2014
	Data Release Frequency: Semi-Annually

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2011	Telephone: 615-532-8599
Date Made Active in Reports: 05/02/2011	Last EDR Contact: 07/25/2014
Number of Days to Update: 54	Next Scheduled EDR Contact: 11/03/2014
	Data Release Frequency: Varies

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/21/2014	Telephone: 617-520-3000
Date Made Active in Reports: 06/17/2014	Last EDR Contact: 08/15/2014
Number of Days to Update: 88	Next Scheduled EDR Contact: 11/24/2014
	Data Release Frequency: Quarterly

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 02/01/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/19/2011	Telephone: 202-566-0517
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 08/01/2014
Number of Days to Update: 83	Next Scheduled EDR Contact: 11/10/2014
	Data Release Frequency: Varies

COAL ASH DOE: Sleam-Electric Plan Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005	Source: Department of Energy
Date Data Arrived at EDR: 08/07/2009	Telephone: 202-586-8719
Date Made Active in Reports: 10/22/2009	Last EDR Contact: 07/18/2014
Number of Days to Update: 76	Next Scheduled EDR Contact: 10/27/2014
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 03/14/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/11/2014	Telephone: N/A
Date Made Active in Reports: 07/28/2014	Last EDR Contact: 09/10/2014
Number of Days to Update: 47	Next Scheduled EDR Contact: 12/22/2014
	Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

A listing of financial assurance information for underground storage tank facilities.

Date of Government Version: 07/01/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 09/13/2013	Telephone: 404-362-4892
Date Made Active in Reports: 10/03/2013	Last EDR Contact: 09/19/2014
Number of Days to Update: 20	Next Scheduled EDR Contact: 12/29/2014
	Data Release Frequency: Annually

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 06/19/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/20/2014	Telephone: 202-566-1917
Date Made Active in Reports: 07/28/2014	Last EDR Contact: 08/14/2014
Number of Days to Update: 38	Next Scheduled EDR Contact: 12/01/2014
	Data Release Frequency: Quarterly

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/23/2013	Source: EPA
Date Data Arrived at EDR: 11/06/2013	Telephone: 202-564-2496
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 09/29/2014
Number of Days to Update: 30	Next Scheduled EDR Contact: 01/12/2015
	Data Release Frequency: Annually

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/23/2013	Source: EPA
Date Data Arrived at EDR: 11/06/2013	Telephone: 202-564-2496
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 09/29/2014
Number of Days to Update: 30	Next Scheduled EDR Contact: 01/12/2015
	Data Release Frequency: Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005	Source: U.S. Geological Survey
Date Data Arrived at EDR: 02/06/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 07/18/2014
Number of Days to Update: 339	Next Scheduled EDR Contact: 10/27/2014
	Data Release Frequency: N/A

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 04/15/2013	Source: EPA
Date Data Arrived at EDR: 07/03/2013	Telephone: 202-564-6023
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 09/30/2014
Number of Days to Update: 72	Next Scheduled EDR Contact: 01/12/2015
	Data Release Frequency: Quarterly

Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information listing for solid waste facilities.

Date of Government Version: 08/25/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 08/26/2014	Telephone: 404-362-2537
Date Made Active in Reports: 09/12/2014	Last EDR Contact: 08/22/2014
Number of Days to Update: 17	Next Scheduled EDR Contact: 12/08/2014
	Data Release Frequency: Varies

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 11/11/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/18/2012	Telephone: 703-308-4044
Date Made Active in Reports: 05/25/2012	Last EDR Contact: 08/15/2014
Number of Days to Update: 7	Next Scheduled EDR Contact: 11/24/2014
	Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001	Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010	Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/02/2009
Number of Days to Update: 36	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

COAL ASH: Coal Ash Disposal Site Listing

A listing of coal ash landfills.

Date of Government Version: 08/01/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 08/05/2014	Telephone: 404-362-2537
Date Made Active in Reports: 09/02/2014	Last EDR Contact: 07/31/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 11/17/2014
	Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 06/04/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/12/2014	Telephone: 703-603-8787
Date Made Active in Reports: 07/28/2014	Last EDR Contact: 07/01/2014
Number of Days to Update: 46	Next Scheduled EDR Contact: 10/20/2014
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR US Hist Auto Stat: EDR Exclusive Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR US Hist Cleaners: EDR Exclusive Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Georgia.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Environmental Protection Division in Georgia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Environmental Protection Division
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Natural Resources in Georgia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/13/2014
Number of Days to Update: 196

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 07/30/2013
Date Data Arrived at EDR: 08/19/2013
Date Made Active in Reports: 10/03/2013
Number of Days to Update: 45

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 08/19/2014
Next Scheduled EDR Contact: 12/01/2014
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2011
Date Data Arrived at EDR: 07/19/2012
Date Made Active in Reports: 08/28/2012
Number of Days to Update: 40

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 07/17/2014
Next Scheduled EDR Contact: 10/27/2014
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 05/01/2014
Date Data Arrived at EDR: 05/07/2014
Date Made Active in Reports: 06/10/2014
Number of Days to Update: 34

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 08/07/2014
Next Scheduled EDR Contact: 11/17/2014
Data Release Frequency: Annually

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 07/21/2014
Date Made Active in Reports: 08/25/2014
Number of Days to Update: 35

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 07/18/2014
Next Scheduled EDR Contact: 11/03/2014
Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 07/15/2014
Date Made Active in Reports: 08/13/2014
Number of Days to Update: 29

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 08/26/2014
Next Scheduled EDR Contact: 12/08/2014
Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 06/20/2014
Date Made Active in Reports: 08/07/2014
Number of Days to Update: 48

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 09/15/2014
Next Scheduled EDR Contact: 12/29/2014
Data Release Frequency: Annually

Oil/Gas Pipelines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines.

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.
Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health
Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics
Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Child Care Centers

Source: Department of Human Resources

Telephone: 404-651-5562

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

STREET AND ADDRESS INFORMATION

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GEOCHECK[®] - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

805 E. POWDERHORN ROAD
805 E POWDERHORN ROAD
ATLANTA, GA 30342

TARGET PROPERTY COORDINATES

Latitude (North): 33.8834 - 33° 53' 0.24"
Longitude (West): 84.3608 - 84° 21' 38.88"
Universal Tranverse Mercator: Zone 16
UTM X (Meters): 744095.3
UTM Y (Meters): 3752169.2
Elevation: 838 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map: 33084-H3 CHAMBLEE, GA
Most Recent Revision: 1995

South Map: 33084-G3 NORTHEAST ATLANTA, GA
Most Recent Revision: 1997

West Map: 33084-H4 SANDY SPRINGS, GA
Most Recent Revision: 1997

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

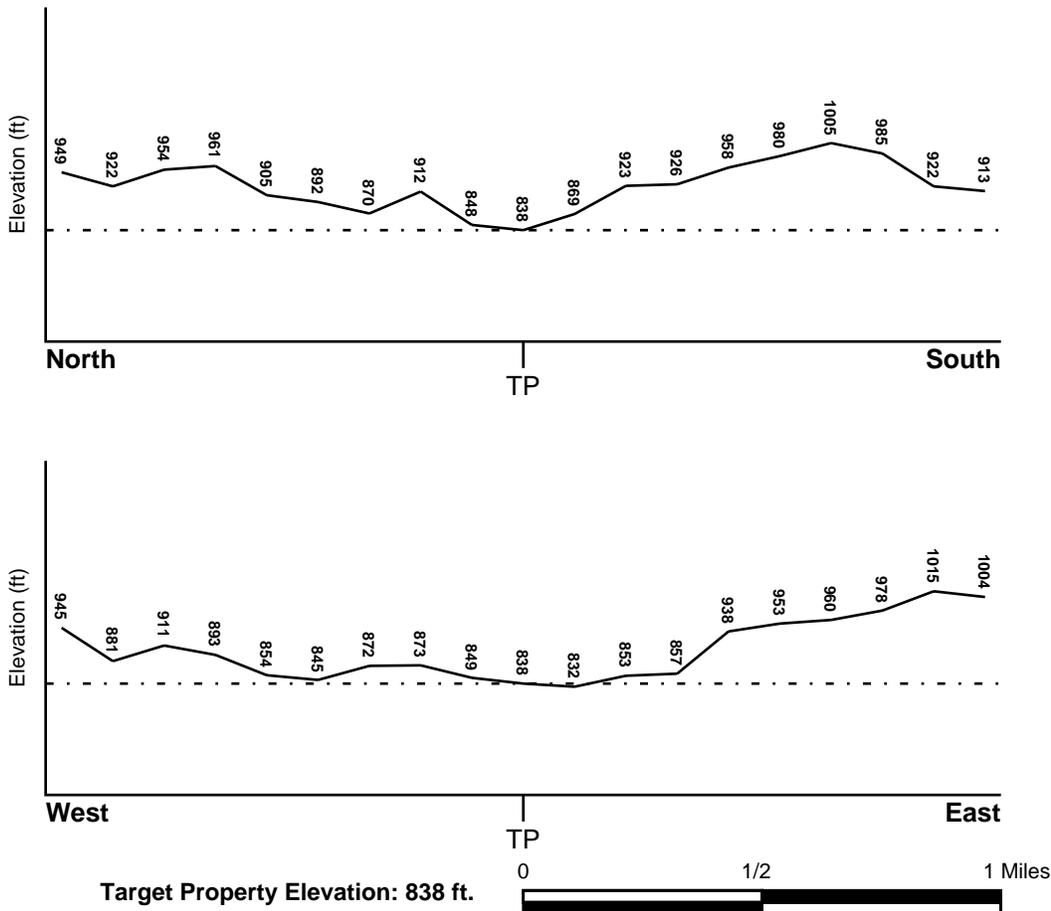
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General NE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<u>Target Property County</u> FULTON, GA	<u>FEMA Flood Electronic Data</u> YES - refer to the Overview Map and Detail Map
Flood Plain Panel at Target Property:	13121C - FEMA DFIRM Flood data
Additional Panels in search area:	13089C - FEMA DFIRM Flood data

NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u> CHAMBLEE	<u>NWI Electronic Data Coverage</u> YES - refer to the Overview Map and Detail Map
--	---

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era: Paleozoic
System: Pennsylvanian
Series: Cataclastic rocks
Code: cat (decoded above as Era, System & Series)

GEOLOGIC AGE IDENTIFICATION

Category: Metamorphic Rocks

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: URBAN LAND

Soil Surface Texture: variable

Hydrologic Group: Not reported

Soil Drainage Class: Not reported

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 10 inches

Depth to Bedrock Max: > 10 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	6 inches	variable	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

- Soil Surface Textures: sandy clay loam
loam
fine sandy loam
- Surficial Soil Types: sandy clay loam
loam
fine sandy loam
- Shallow Soil Types: clay
sandy clay
gravelly - loam
- Deeper Soil Types: loamy fine sand
sandy loam
weathered bedrock

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

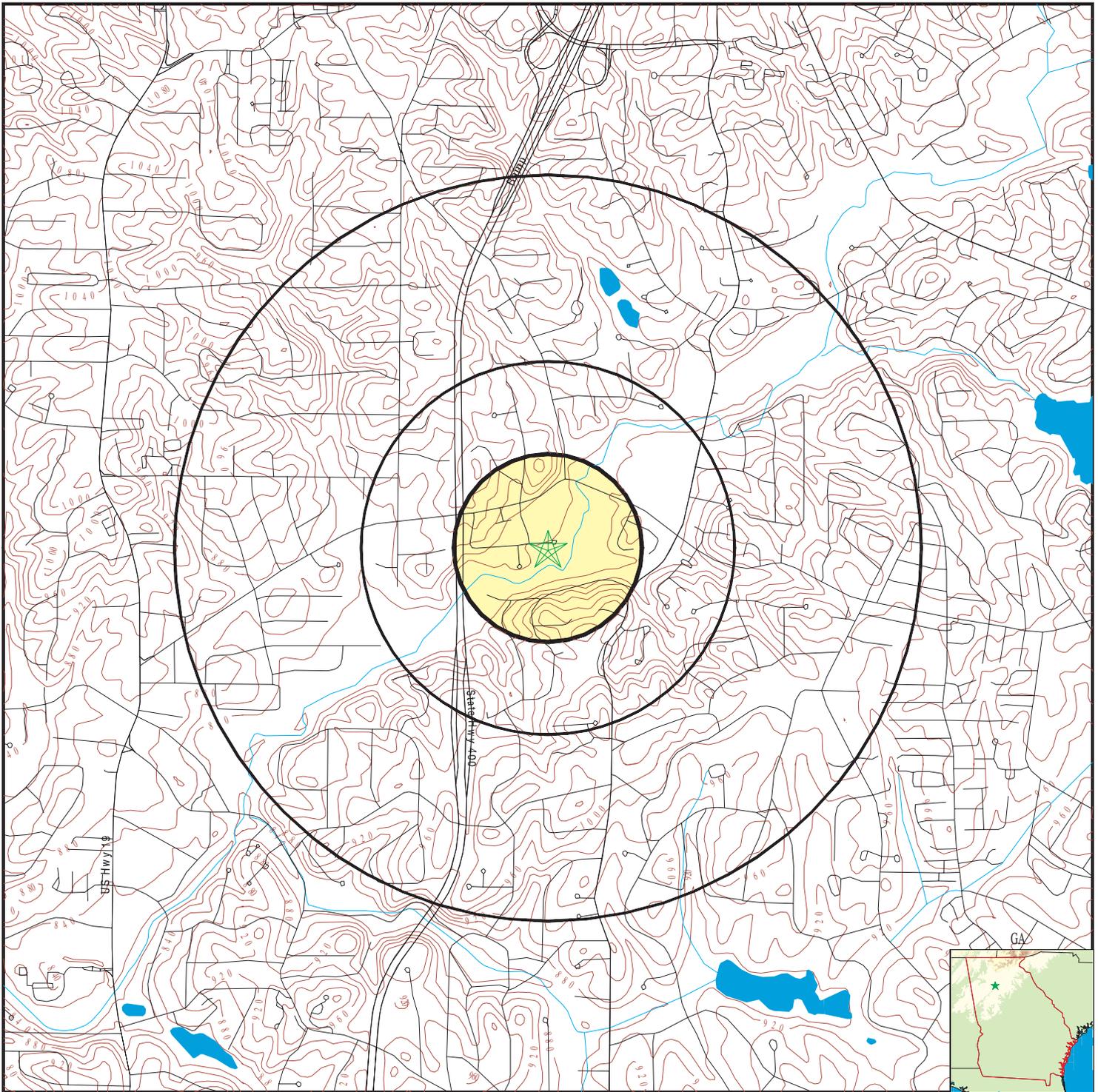
MAP ID	WELL ID	LOCATION FROM TP
<u> </u>	<u> </u>	<u> </u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
<u> </u>	<u> </u>	<u> </u>
No Wells Found		

PHYSICAL SETTING SOURCE MAP - 4094073.2s



-  County Boundary
-  Major Roads
-  Contour Lines
-  Earthquake epicenter, Richter 5 or greater
-  Water Wells
-  Public Water Supply Wells
-  Cluster of Multiple Icons



-  Groundwater Flow Direction
-  Wildlife Areas
-  Indeterminate Groundwater Flow at Location
-  Groundwater Flow Varies at Location



SITE NAME: 805 E. Powderhorn Road
 ADDRESS: 805 E Powderhorn Road
 Atlanta GA 30342
 LAT/LONG: 33.8834 / 84.3608

CLIENT: Maxis Engineering LLC
 CONTACT: Rebecca Donnelly
 INQUIRY #: 4094073.2s
 DATE: October 02, 2014 1:52 pm

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

Federal EPA Radon Zone for FULTON County: 1

- Note: Zone 1 indoor average level > 4 pCi/L.
- : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
- : Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 30342

Number of sites tested: 3

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	1.933 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Services, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Georgia Public Supply Wells

Source: Georgia Department of Community Affairs

Telephone: 404-894-0127

USGS Georgia Water Wells

Source: USGS, Georgia District Office

Telephone: 770-903-9100

DNR Managed Lands

Source: Department of Natural Resources

Telephone: 706-557-3032

This dataset provides 1:24,000-scale data depicting boundaries of land parcels making up the public lands managed by the Georgia Department of Natural Resources (GDNR). It includes polygon representations of State Parks, State Historic Parks, State Conservation Parks, State Historic Sites, Wildlife Management Areas, Public Fishing Areas, Fish Hatcheries, Natural Areas and other specially-designated areas. The data were collected and located by the Georgia Department of Natural Resources. Boundaries were digitized from survey plats or other information.

OTHER STATE DATABASE INFORMATION

RADON

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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805 E. Powderhorn Road

805 E Powderhorn Road
Atlanta, GA 30342

Inquiry Number: 4094073.5

October 03, 2014

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

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Please contact EDR at 1-800-352-0050
with any questions or comments.

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Date EDR Searched Historical Sources:

Aerial Photography October 03, 2014

Target Property:

805 E Powderhorn Road

Atlanta, GA 30342

<u><i>Year</i></u>	<u><i>Scale</i></u>	<u><i>Details</i></u>	<u><i>Source</i></u>
1938	Aerial Photograph. Scale: 1"=500'	Flight Year: 1938	USGS
1949	Aerial Photograph. Scale: 1"=500'	Flight Year: 1949	USGS
1955	Aerial Photograph. Scale: 1"=500'	Flight Year: 1955	USGS
1966	Aerial Photograph. Scale: 1"=500'	Flight Year: 1966	USGS
1968	Aerial Photograph. Scale: 1"=500'	Flight Year: 1968	USGS
1972	Aerial Photograph. Scale: 1"=500'	Flight Year: 1972	USGS
1978	Aerial Photograph. Scale: 1"=500'	Flight Year: 1978	USGS
1981	Aerial Photograph. Scale: 1"=500'	Flight Year: 1981	USGS
1988	Aerial Photograph. Scale: 1"=500'	Flight Year: 1988	USGS
1993	Aerial Photograph. Scale: 1"=500'	/DOQQ - acquisition dates: 1993	USGS/DOQQ
2005	Aerial Photograph. Scale: 1"=500'	Flight Year: 2005	USDA/NAIP
2006	Aerial Photograph. Scale: 1"=500'	Flight Year: 2006	USDA/NAIP
2007	Aerial Photograph. Scale: 1"=500'	Flight Year: 2007	USDA/NAIP
2009	Aerial Photograph. Scale: 1"=500'	Flight Year: 2009	USDA/NAIP
2010	Aerial Photograph. Scale: 1"=500'	Flight Year: 2010	USDA/NAIP



INQUIRY #: 4094073.5

YEAR: 1938

 = 500'





INQUIRY #: 4094073.5

YEAR: 1949

 = 500'





INQUIRY #: 4094073.5

YEAR: 1955

| = 500'





INQUIRY #: 4094073.5

YEAR: 1966

| = 500'





INQUIRY #: 4094073.5

YEAR: 1972

| = 500'





INQUIRY #: 4094073.5

YEAR: 1978

| = 500'





INQUIRY #: 4094073.5

YEAR: 1981

| = 500'





INQUIRY #: 4094073.5

YEAR: 1988

| = 500'



EDR



INQUIRY #: 4094073.5

YEAR: 1993

| = 500'





INQUIRY #: 4094073.5

YEAR: 2005

| = 500'





INQUIRY #: 4094073.5

YEAR: 2006

| = 500'





INQUIRY #: 4094073.5

YEAR: 2007

| = 500'





INQUIRY #: 4094073.5

YEAR: 2009

| = 500'





INQUIRY #: 4094073.5

YEAR: 2010

| = 500'



805 E. Powderhorn Road

805 E Powderhorn Road

Atlanta, GA 30342

Inquiry Number: 4094073.3

October 02, 2014

Certified Sanborn® Map Report



6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

10/02/14

Site Name:

805 E. Powderhorn Road
805 E Powderhorn Road
Atlanta, GA 30342

Client Name:

Maxis Engineering LLC
501 Hickory Ridge Trail Suite
Woodstock, GA 30188



EDR Inquiry # 4094073.3

Contact: Rebecca Donnelly

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Maxis Engineering LLC were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Site Name: 805 E. Powderhorn Road
Address: 805 E Powderhorn Road
City, State, Zip: Atlanta, GA 30342
Cross Street:
P.O. # 1-14-579A
Project: 805 E. Powderhorn Rd
Certification # A8DC-4A38-8C55



Sanborn® Library search results
Certification # A8DC-4A38-8C55

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

The Sanborn Library LLC Since 1866™

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APPENDIX V

RESUME OF EP

Education

B.S., Marine Science, Coastal Carolina University, 1998

Years of Experience

12 years of experience

Professional Certifications

Asbestos Inspector, 2013

Asbestos Inspector Refresher, 2014

REBECCA K. DONNELLY

PROJECT MANAGER

Ms. Donnelly is a Project Manager for Maxis Engineering, LLC and has been designated as a certified Environmental Professional (EP). Her past experience includes serving as a Project Manager for the Atlanta Branch of a regional engineering firm. She is skilled in the following disciplines: Project Management; Cost Accounting; Quality Assurance/Quality Control (QA/QC) Supervision; Environmental Due Diligence; Geologic and Hydrogeologic Subsurface Investigations; Environmental Remediation Design, Installation, Operation and Maintenance; Fate-and-Transport Groundwater Modeling; Risk-Based Corrective Action (RBCA), Environmental Program Management; Occupational Health and Safety services, Ecological and Natural Resource Evaluations, and Asbestos Inspections.

RELEVANCE TO PROJECTS

- Proposal Development;
- Environmental Due Diligence, Phase I and II Environmental Site Assessment (ESA);
- Underground Storage Tank (UST)/Aboveground Storage Tank (AST) Removal and Closure Assessments;
- Soil and Groundwater Assessments; Environmental Protection Division (EPD) and Hazardous Site Response Act (HSRA) and Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, a.k.a “Superfund”) Regulations and Reporting;
- Design and Installation of Soil and Groundwater Remediation Systems;
- Vapor Intrusion Assessment (VIA)/Modeling; and
- Groundwater Risk Assessment

KEY PROJECTS AND ASSIGNMENTS

Re-Development of Former Elementary School, Georgia

Project Manager responsible for the due diligence associated with a Georgia Department of Community Affairs (DCA) application for Housing Urban Development (HUD) loans/tax credits. Followed guidelines established in the Environmental Manual established by the DCA Office of Affordable Housing. Project included: Phase I ESA, asbestos and lead-based paint survey, radon inspection, mold inspection, wetland/floodplain evaluation, endangered species assessment, noise assessment/attenuation plan, and a historic preservation evaluation per Section 106 - National Historic Preservation Act (NHPA). Additionally, a VIA was conducted per the

ASTM standards.

Development of Multi-Family Housing Unit, Georgia

Project Manager for the due diligence associated with a Georgia DCA application for HUD loans/tax credits. Followed guidelines established in the Environmental Manual established by the DCA Office of Affordable Housing. Project included: Phase I ESA, wetland/floodplain evaluation, State Waters determination, endangered species assessment, noise assessment/attenuation plan, and a historic preservation evaluation per Section 106 - NHPA. Additionally, a VIA was conducted per the ASTM standards.

Residential Properties, City of Sandy Springs, Georgia

Project Manager/Project Professional responsible for due diligence services, asbestos testing and reporting, and demolition oversight for multiple residential properties per Federal Emergency Management Agency and Georgia Emergency Management Agency Hazard Mitigation Grant Program standards.

Former Furniture Manufacturing Facility, South Carolina

Project Manager/Project Professional responsible for due diligence services associated with a 42-acre site. Services included a Phase I ESA.

Former Carpet Mill, Cartersville, Georgia

Project Manager/Project Professional responsible for due diligence services associated with a 6.5-acre site. Services included completion of a Phase I and Phase II ESA, and completion of a drainage assessment.

Residential Subdivision Parcels, Woodstock, Georgia

Project Manager/Project Professional responsible for the due diligence services associated with a 15-acre site for potential further residential development.

Residential Subdivision Parcels, Woodstock, Georgia

Project Manager/Project Professional responsible for due diligence services associated with a 72-acre site for potential further residential development.

Aerosol Manufacturing Facility, Marietta, Georgia

Project Manager/Project Professional for a HSRA Compliance Status Report and Corrective Action Plan associated with soil and groundwater impacted by chlorinated solvents. Impacts at this site were not limited to unconsolidated zone but also found in underlying

bedrock. Interaction/negotiation with HSRA was required throughout this project. Additionally, off-site vapor intrusion assessments/studies were conducted to evaluate potential future liabilities.

Former Aerosol Manufacturing Facility, Cartersville, Georgia

Project Manager/Project Professional for a HSRA Compliance Status Report and Corrective Action Plan (CAP) associated with soil and groundwater impacted by chlorinated solvents. Extensive water well surveys were conducted within a 3 mile radius of the site.

Interaction/negotiation with HSRA was required throughout this project. Additionally, on-site vapor intrusion assessments/studies were conducted to evaluate potential future liabilities.

GDOT Maintenance Headquarters Jessup, Georgia

Project Manager/Project Professional for a HSRA environmental investigation and remediation of soil and groundwater impacted by chlorinated solvents. Interpretation of complex geology, including three confined aquifers, was required to assist with defining the target areas for remediation.

GDOT Maintenance Headquarters Gainesville, Georgia

Project Manager/Project Professional for a HSRA environmental investigation and preparation of CAP Addendum. Utilized chemical oxidation (Chem-Ox) technology to remediate groundwater impacted by chlorinated solvents.

Convenience Store Facility, Jonesboro, Georgia

Project Manager during assessment, design and implementation of remedial operations for a petroleum release. Assisted with the design and implementation of surfactant injections to accelerate site closure. Project involved coordination with the GUST Trust Fund, interaction with multiple off-site property owners and interaction with the Georgia EPD.

Gwinnet County Fleet Maintenance Fire Station, Gwinnett County, Georgia

Project Manager for a UST environmental assessment/remediation project. Coordinated the operation and maintenance of a Multi-pump Dual Phase Extraction (DPE) remediation system. Assisted with the design and implementation of Chem-Ox injections to accelerate site closure.

GA Building Authority Pullman Yards, Atlanta, Georgia

Project Professional for HSRA project with on-site soils impacted

with lead associated with a former train yard. The remediation and/or stabilization of the lead not only saved the client hundreds of thousands of dollars but also kept the site from listing on the EPD's Hazardous Site Inventory (HSI) list. *Awarded the State Engineering Excellence Award (2008).*

Airport Runway Expansion, Greene County, Georgia

Project Professional during ecological and natural resource services including wetlands assessment.

Convenience Store Facility, Gainesville, Georgia

Project Manager/Project Professional during assessment, design and implementation of remedial operations for a petroleum release. Contamination at this site was found not only in the unconsolidated zone but also in bedrock. Project involved risk-based assessment and modeling to establish alternative remediation objectives. The project required coordination with the GUST Trust Fund and interaction with the Georgia EPD and the Georgia DOT.

CONTINUING EDUCATION

- OSHA Hazardous Waste Site Operations Training 29 CFR 1910.120 (40 hrs.)
- OSHA Hazardous Waste Site Operations Training 29 CFR 1910.120 (8 hr)-yearly
- OSHA Supervisor Course (8hr)
- American Red Cross Adult CPR and Standard First Aid (8 hrs.)
- Fate-and-Transport Modeling: 1-D, BIOSCREEN Course (8 hrs.)
- Slug Test Workshop (8 hrs)
- Vapor Intrusion Seminar (8 hrs)
- Asbestos Inspection Training (40 hrs)

AWARDS/HONORS

- 2007 Engineering Excellence Award – *State Award* – ACEC, Innovative Solution for Complex Lead Contamination

November 13, 2014

City of Sandy Springs
7840 Roswell Road
Sandy Springs, GA 30350

Attention: Mr. Adam Lyon

Reference: **Limited Asbestos Survey**
805 E. Powderhorn Road, NE
Sandy Springs, Fulton Co., Georgia
Project No.: 1-14-579A

Dear Mr. Lyon:

Maxis Engineering, LLC (Maxis) is pleased to submit this Limited Asbestos Survey for the above-referenced property. The purpose of this asbestos survey was to identify asbestos containing materials (ACMs) associated with the structure located on the referenced property prior to demolition activities.

INTRODUCTION

Maxis was retained by the City of Sandy Springs to complete a Limited Asbestos Survey for the residential structure located at 805 E. Powderhorn Road, NE in Sandy Springs, Georgia, hereafter referred to as “subject property.” Based on a site reconnaissance performed by Maxis, the subject property appears to be improved with a one-story, brick sided residential structure on a basement.

Maxis understands that you plan to demolish the building on the subject property; thus, per the Environmental Protection Agency (EPA) National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations, ACMs must be identified and categorized based on friability prior to disturbance.

INVESTIGATIVE PROCEDURES

The asbestos survey was performed on October 6, 2014 and November 4, 2014, by a certified asbestos inspector; the current certification has been included in **Appendix A**. The survey involved performing a walk-through of the structure, grouping suspect ACMs into “homogeneous materials” (similar color, texture or time of installation), describing location and extent of material, and collecting bulk samples.

The survey for suspect ACMs included sampling and laboratory analysis of the following: (exterior) roofing felt; (interior) – flooring, ceiling tiles, dry wall, joint compound and tape, bathroom tile/grout, and duct work tape. A total of twenty-four (24) bulk samples were collected and recorded on a chain-of-custody form and submitted to Bureau Veritas North America, Inc. (Bureau Veritas) laboratory in Kennesaw, Georgia

for analysis. Bureau Veritas is accredited by the National Voluntary Laboratory Accreditation Program, which is administered by the National Institute of Standards and Technology.

The bulk samples were analyzed by Polarized Light Microscopy (PLM) techniques coupled with dispersion staining in accordance with EPA Test Method Title 40 Code of Federal Regulations, Chapter I, Part 763, Subpart E-Appendix E. 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 within the specific bulk material/sample. The EPA and Occupational Safety and Health Administration (OSHA) define materials as asbestos containing if the asbestos content detected in a representative sample is greater than one percent (>1%).

The following bulk samples were collected at the subject property:

805 E. Powderhorn Road, NE

Lab ID	Sample ID	Layers	Sample Location	% Asbestos	Asbestos Mineral
October 6, 2014					
001A	RF1	1	Roofing felt	ND	ND
002A	BCT1	2	Basement Ceiling Tile	ND	ND
003A	ACT1	1	Air Conditioning Duct Tape	30%	Chrysotile
004A	ACT2	1	Air Conditioning Duct Tape	30%	Chrysotile
005A	ACT3	1	Air Conditioning Duct Tape	30%	Chrysotile
006A	WGR1	1	Window Glazing	ND	ND
007A	BWT1	3	Bathroom 1 Wall Tile and Grout	2%	Chrysotile
008A	BFT1	3	Bathroom 1 Floor Tile and Grout	ND	ND

009A	BWT2	5	Bathroom 2 Wall Tile and Grout	ND	ND
010A	BFT2	3	Bathroom 2 Floor Tile and Grout	ND	ND
011A	KFL1	6	Kitchen Floor Layer 1	20%	Chrysotile
012A	KFL2	6	Kitchen Floor Layer 2	20%	Chrysotile
013A	BF1	2	Basement Floor Tile 1	5%	Chrysotile
014A	BF2	2	Basement Flooring – Thin Covering	19%	Chrysotile
015A	SRC2	4	Sheetrock/Joint Compound/Tape	2%	Chrysotile
016A	SRR3	4	Sheetrock/Joint Compound/Tape	2%	Chrysotile
017A	SRR2	4	Sheetrock/Joint Compound/Tape	2%	Chrysotile
November 4, 2014					
001A	KWT-1	3	Kitchen Wall Tile and Grout	ND	ND
002A	Kitchen-1	5	Kitchen Sheetrock/Joint Compound/Tape	<1%	Chrysotile
003A	Hall	5	Hall Sheetrock/Joint Compound/Tape	<1%	Chrysotile
004A	Dining Room -2	6	Ceiling Sheetrock/Joint Compound/Tape	<1%	Chrysotile
005A	Dining Room -1	4	Wall Sheetrock/Joint Compound/Tape	<1%	Chrysotile
006A	Bedroom -4	5	Sheetrock/Joint Compound/Tape	<1%	Chrysotile
007A	SRR-5	7	Sheetrock/Joint Compound/Tape	<1%	Chrysotile

Note:
 ND = No Asbestos Detected

RESULTS

The October 2014, results indicated low-level concentrations ACMs in the some of the tile/ground and sheetrock joint compound, so Maxis recommended collecting additional samples in an attempt to isolation the ACM to specific areas/rooms/material associated with the building/structure. The additional samples collected in November 2014, provided sufficient evidence to isolate the ACM, thereby, reducing the overall abatement required prior to demolition.

The laboratory analytical results and the chain-of-custody are provided in **Appendix B**. The bulk samples which contained an asbestos content greater than 1% are classified as ACMs. The ACMs associated with the subject property are identified below with the approximate amount of material and the applicable NESHAP Category.

Lab ID	Sample ID	Sample Location	Material	Approx. Amount	NESHAP Category	% Asbestos	Asbestos Mineral
003A	ACT-1	Air Conditioning Duct Tape	Homogenous Off-white Gasket	75 ft	RACM	30%	Chrysotile
004A	ACT-2	Air Conditioning Duct Tape	Homogenous Off-white Gasket	75 ft	RACM	30%	Chrysotile
005A	ACT-3	Air Conditioning Duct Tape	Homogenous Off-white Gasket	75 ft	RACM	30%	Chrysotile
007A	BWT-1	Bathroom 1 Wall Tile, Grout, and Sheetrock	Homogenous Tan Joint Compound and Homogeneous White Mineral Mixture	350 ft ²	Category 1	2%	Chrysotile
011A	KFL1	Kitchen Floor Layer 1	Homogenous White Fibrous Backing	100 ft ²	Category 1	20%	Chrysotile
012A	KFL2	Kitchen Floor Layer 2	Homogenous White Fibrous Backing	100 ft ²	Category 1	20%	Chrysotile

Lab ID	Sample ID	Sample Location	Material	Approx. Amount	NESHAP Category	% Asbestos	Asbestos Mineral
014A	BF2	Basement Floor Tile 2	Homogenous Off-White Fibrous Material and Homogenous Black Mastic	450 ft ²	Category 1	19%	Chrysotile
015A	SRC2	Sheetrock Joint Compound and Tape (living room and foyer walls and ceiling)	Homogenous Tan Joint Compound	400 ft ²	Category 1	2%	Chrysotile
016A	SRR3	Sheetrock Joint Compound and Tape (front bedroom walls and ceiling)	Homogenous Tan Joint Compound	600 ft	Category 1	2%	Chrysotile
017A	SRR2	Sheetrock Joint Compound and Tape (living room and foyer walls and ceiling)	Homogenous Tan Joint Compound	600 ft ²	Category 1	2%	Chrysotile

CONCLUSIONS AND RECOMMENDATIONS

Eleven of the twenty-four bulk samples collected had an asbestos content greater than 1%, which are classified as ACMs. Although the ACMs were found to be in good condition, due to likelihood of disturbance during demolition, the material must be abated prior to any demolition activities. The identified ACM must be removed by a Georgia certified asbestos abatement contractor prior to renovation or demolition. A copy of this report should be provided to the selected abatement contractor to ensure compliance with applicable State and Federal regulations. If ACMs were detected, the aforementioned quantities are rough estimates and should not be relied upon for final bids/costs associated with future abatement activity.

The possibility exists that additional suspect ACMs may be present in inaccessible areas such as pipe chases, wall voids, flooring overlays, etc...If additional suspect materials are discovered at a later date during demolition activities, bulk samples should be collected and analyzed for asbestos content.

The Georgia Department of Natural Resources Environmental Protection Division, Asbestos Program requires notification prior to renovation or demolition activities regardless of the presence of asbestos. The Georgia Department of Natural Resources Environmental Protection Division, Asbestos and Lead-based Paint Program requires notification prior to demolition activities regardless of the presence of asbestos.

CLOSING

Maxis appreciates the opportunity to conduct this Limited Asbestos Survey for this project. Please contact us at (770) 694-6178 if you have any questions regarding the information contained in this report.

Sincerely,

Maxis Engineering, LLC



Rebecca K. Donnelly.
Project Manager

APPENDIX A

Asbestos Inspector Certification

The Environmental Institute

Ronnie Lester

Social Security Number - XXX-XX-4150

Maxis Engineering, LLC - 1100 Howell Bridge Road - Ball Ground, Georgia 30107

*Has completed coursework and satisfactorily passed
an examination that meets all criteria required for
EPA/AHERA/ASHARA (TSCA Title II) Approved Accreditation*

Asbestos in Buildings: Inspection and Assessment

April 7-9, 2014

Course Date

4636

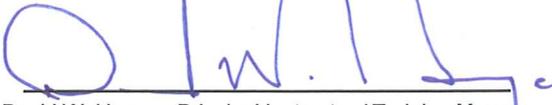
Certificate Number

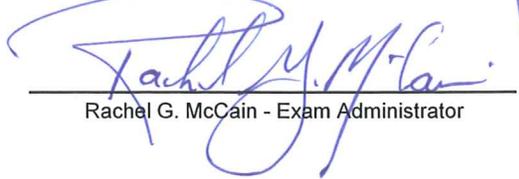
April 9, 2014

Examination Date

April 8, 2015

Expiration Date


David W. Hogue - Principal Instructor / Training Manager


Rachel G. McCain - Exam Administrator



(Approved by the ABIH Certification Maintenance Committee for 3 CM points - Approval #11-529)
(Florida Provider Registration Number FL49-0001342 - Course #FL49-0004700)

TEI - 1841 West Oak Parkway, Suite F - Marietta, Georgia 30062 - (770) 427-3600 - www.tei-atl.com

The Environmental Institute

Rebecca Donnelly

Social Security Number - XXX-XX-0987

Maxis Engineering - 501 Hickory Ridge Trail, Suite 110 - Woodstock, Georgia 30188

*Has completed coursework and satisfactorily passed
an examination that meets all criteria required for
EPA/AHERA/ASHARA (TSCA Title II) Approved Reccreditation*

Asbestos in Buildings: Inspector Refresher

October 21, 2014

Course Date

14622

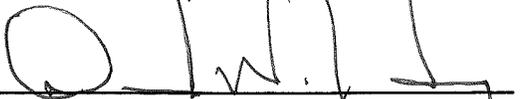
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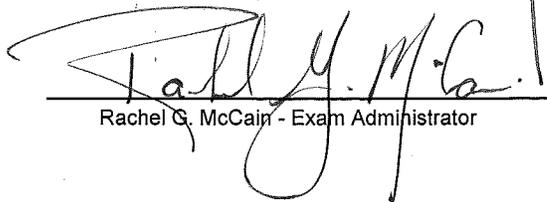
October 21, 2014

Examination Date

October 20, 2015

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

APPENDIX B

Laboratory Analytical Results and COC



October 10, 2014

Ronnie Lester
MAXIS ENGINEERING
501 Hickory Ridge Trail
Suite 110
Woodstock, GA 30188

Bureau Veritas Work Order No. A1410065

Reference: 805 E POWDERHORN RD

Dear Ronnie Lester:

Bureau Veritas North America, Inc. received 17 samples on October 06, 2014 for the analyses presented in the following report.

The results apply only to the samples analyzed in this project. Please note that any unused portion of the samples will be discarded after a sixty-day holding period, unless you have requested otherwise.

This material is confidential and is intended solely for the person to whom it is addressed. If this is received in error, please contact the number provided below.

We appreciate the opportunity to assist you. If you have any questions concerning the report, please contact the analyst whose name appears on the report or myself at (770) 499-7701.

Sincerely,

Alan M. Segrave, P.G.

Director, Laboratory Services

Electronic signature authorized through password protection

cc: Rebecca Donnelly

Bureau Veritas North America, Inc.

Health, Safety, and Environmental Services
3380 Chastain Meadows Parkway, Suite 300
Kennesaw, GA 30144

Main: (770) 499-7701
Fax: (770) 499-7511
www.us.bureauveritas.com



CASE NARRATIVE

Date: 10-Oct-14

CLIENT: MAXIS ENGINEERING
Project: 805 E POWDERHORN RD
Work Order No A1410065

ANALYTICAL METHOD FOR ASBESTOS IN BULK SAMPLES USING POLARIZED LIGHT MICROSCOPY (PLM)

The results of this report relate only to the samples listed in the body of this report.

Unless otherwise noted below, the following statements apply: 1) all samples were received in acceptable condition, 2) all quality control results associated with this sample set were within acceptable limits and/or do not adversely affect the reported results, and 3) the industrial hygiene results have not been blank corrected unless otherwise noted.

Use of EPA/600/R-93/116 satisfies applicable requirements of the USEPA's "Interim Method for the Determination of Asbestos in Bulk Insulation Sample", EPA-600/M4-82-020, December 1982, published as Appendix E to Subpart E of 40CFR763. Bulk samples analyzed by New York State methods follow stratified point counting methods (198.1) or Method 198.6 for PLM non-friable organically bound materials (NYSDOH Lab Code –11645). Percentages are visual estimations of asbestos >10:1 aspect ratio. The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed. NESHAP requires point counting of a bulk sample when the result is <10% by a method other than point counting. EPA, however states that if 3 mounts of the sample are analyzed and the asbestos percentage is <10% by visual estimation, the client may elect to assume the amount to be greater than 1% or require verification by point counting. If the result by point counting is different than the result obtained by visual estimation, the point count result will be used. Sample friability or non-friability noted on the report is a requirement for the State of California and refers only to the condition of the sample under macroscopic examination. It does not imply friability or non-friability for the sample as collected or observed in the field as determined by the person collecting the sample. The Kennesaw, Georgia lab is accredited by NVLAP –Lab Code 101125-0.

(a)Polarized- light microscopy is not consistently reliable in detecting asbestos in floor coverings, similar non-friable organically bound materials, soil and vermiculite. Quantitative electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. When analysis of such materials by PLM yields results negative for the presence of asbestos, Bureau Veritas recommends utilizing quantitative transmission electron microscopy (TEM). For more information, contact the laboratory.

References



CLIENT: MAXIS ENGINEERING

Project: 805 E POWDERHORN RD

Work Order No A1410065

McCrone, Walter C. 1980. The Asbestos Particle Atlas. Ann Arbor, MI: Ann Arbor Science Publishers, Inc.

United States Environmental Protection Agency. Environmental Monitoring Systems Laboratory. 1982. Interim Method for the Determination of Asbestos in Bulk Insulation Samples. EPA-600/M4-82-020. Washington: GPO, December.

United States Environmental Protection Agency. Method for the Determination of Asbestos in Bulk Building Materials. EPA-600/R-93/116, July 1993 (PLM)

Fed. Reg. Vol. 55, No.224, 11/20/90, p.48415 (NESHAP)
EPA Memorandum 5/8/1991 –NESHAP Clarifications

NYSDOH Methods 198.1/198.6



ANALYTICAL RESULTS

Date: 10-Oct-14

CLIENT: MAXIS ENGINEERING

Sample Type: Bulk

Work Order No.: A1410065

Date Received: 10/6/2014

Client Reference: 805 E POWDERHORN RD

Report Date: 10-Oct-14

Method Reference: EPA-600/M4-82-020/EPA/600/R-93/116/NYELAP 198.1

Lab ID	Client Sample ID	Analyst	Date Sampled	Date Analyzed			
001A	RF1	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	100	Homogeneous Black Felt	None Detected		Cellulose fiber	30%	Binder/Filler Tar
002A	BCT1	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	5	Homogeneous White Paint	None Detected		Non-Detected		Binder/Filler
(2)	95	Non-homogeneous Brown/White Wall Board	None Detected		Cellulose fiber	10%	Binder/Filler
003A	ACT1	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	100	Homogeneous Off-White Gasket	Chrysotile	30%	Cellulose fiber	60%	Binder/Filler
			Total	30%			
004A	ACT2	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	100	Homogeneous Off-White Gasket	Chrysotile	30%	Cellulose fiber	60%	Binder/Filler
			Total	30%			
005A	ACT3	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	100	Homogeneous Off-White Gasket	Chrysotile	30%	Cellulose fiber	60%	Binder/Filler
			Total	30%			
006A	WGR1	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	100	Homogeneous Off-White Caulking	None Detected		Non-Detected		Binder/Filler Paint

The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed.

Analyst(s) Name/Date: N. Gupta 10/10/2014



ANALYTICAL RESULTS

Date: 10-Oct-14

CLIENT: MAXIS ENGINEERING

Sample Type: Bulk

Work Order No.: A1410065

Date Received: 10/6/2014

Client Reference: 805 E POWDERHORN RD

Report Date: 10-Oct-14

Method Reference: EPA-600/M4-82-020/EPA/600/R-93/116/NYELAP 198.1

Lab ID	Client Sample ID	Analyst	Date Sampled	Date Analyzed			
007A	BWT1	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	5	Homogeneous Tan Joint Compound	Chrysotile	2%	Non-Detected		Binder/Filler
(2)	5	Homogeneous White Mineral Mixture	Chrysotile	2%	Non-Detected		Binder/Filler
(3)	90	Homogeneous Cream Ceramic Tile	None Detected		Non-Detected		Binder/Filler
				Total <1%			
008A	BFT1	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	60	Homogeneous Beige Ceramic Tile	None Detected		Non-Detected		Binder/Filler
(2)	35	Homogeneous Off-White Ceramic Tile	None Detected		Non-Detected		Binder/Filler
(3)	5	Homogeneous White Grout	None Detected		Non-Detected		Binder/Filler
009A	BWT2	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	50	Homogeneous Beige Ceramic Tile	None Detected		Non-Detected		Binder/Filler
(2)	5	Homogeneous Gray Adhesive	None Detected		Non-Detected		Binder/Filler
(3)	45	Homogeneous Off-White Grout	None Detected		Non-Detected		Binder/Filler
010A	BFT2	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	60	Homogeneous Gray Ceramic Tile	None Detected		Non-Detected		Binder/Filler
(2)	35	Homogeneous Brown Ceramic Tile	None Detected		Non-Detected		Binder/Filler
(3)	5	Homogeneous White Grout	None Detected		Non-Detected		Binder/Filler

The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed.

Analyst(s) Name/Date: N. Gappa 10/10/2014



ANALYTICAL RESULTS

Date: 10-Oct-14

CLIENT: MAXIS ENGINEERING

Sample Type: Bulk

Work Order No.: A1410065

Date Received: 10/6/2014

Client Reference: 805 E POWDERHORN RD

Report Date: 10-Oct-14

Method Reference: EPA-600/M4-82-020/EPA/600/R-93/116/NYELAP 198.1

Lab ID	Client Sample ID	Analyst	Date Sampled	Date Analyzed			
011A	KFL1	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	10	Homogeneous White Paper	None Detected		Cellulose fiber	90%	Binder/Filler
(2)	10	Homogeneous White Glue	None Detected		Non-Detected		Binder/Filler
(3)	60	Homogeneous Yellow Flooring	None Detected		Non-Detected		Sodium
(4)	10	Homogeneous White Fibrous Backing	Chrysotile	20%	Cellulose fiber	40%	Binder/Filler
(5)	2	Homogeneous Brown Glue	None Detected		Cellulose fiber	2%	Binder/Filler
(6)	8	Homogeneous Brown Tape	None Detected		Cellulose fiber	90%	Binder/Filler
Total				2%			
012A	KFL2	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	40	Homogeneous White Linoleum	None Detected		Cellulose fiber	10%	Binder/Filler
(2)	10	Homogeneous White Glue	None Detected		Non-Detected		Binder/Filler
(3)	30	Homogeneous Yellow Flooring	None Detected		Non-Detected		Sodium
(4)	10	Homogeneous White Fibrous Backing	Chrysotile	20%	Cellulose fiber	40%	Binder/Filler
(5)	2	Homogeneous Brown Glue	None Detected		Cellulose fiber	2%	Binder/Filler
(6)	8	Homogeneous Brown Tape	None Detected		Cellulose fiber	90%	Binder/Filler
Total				2%			
013A	BF1	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	98	Homogeneous Brown Vinyl Floor Tile	Chrysotile	5%	Non-Detected		Binder/Filler
(2)	2	Homogeneous Black Mastic	Chrysotile	5%	Cellulose fiber	2%	Binder/Filler
Total				5%			
014A	BF2	NG	10/06/2014	10/10/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	95	Homogeneous Off-White Fibrous Material	Chrysotile	20%	Cellulose fiber	40%	Binder/Filler
(2)	5	Homogeneous Black Mastic	Chrysotile	5%	Cellulose fiber	2%	Binder/Filler
Total				19%			

The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed.

Analyst(s) Name/Date: N. Gappa 10/10/2014



ANALYTICAL RESULTS

Date: 10-Oct-14

CLIENT: MAXIS ENGINEERING

Sample Type: Bulk

Work Order No.: A1410065

Date Received: 10/6/2014

Client Reference: 805 E POWDERHORN RD

Report Date: 10-Oct-14

Method Reference: EPA-600/M4-82-020/EPA/600/R-93/116/NYELAP 198.1

Lab ID	Client Sample ID	Analyst	Date Sampled	Date Analyzed
015A	SRC2	NG	10/06/2014	10/10/2014

Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	10	Homogeneous White Paint	None Detected		Non-Detected		Binder/Filler
(2)	30	Homogeneous Tan Joint Compound	Chrysotile	2%	Non-Detected		Binder/Filler
(3)	40	Homogeneous White Tape	None Detected		Cellulose fiber	90%	Binder/Filler
(4)	20	Homogeneous Tan Joint Compound	Chrysotile	2%	Non-Detected		Binder/Filler
Total				1%			

016A	SRR3	NG	10/06/2014	10/10/2014
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Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	10	Homogeneous White Paint	None Detected		Non-Detected		Binder/Filler
(2)	40	Homogeneous Tan Joint Compound	Chrysotile	2%	Non-Detected		Binder/Filler
(3)	45	Homogeneous White Tape	None Detected		Cellulose fiber	90%	Binder/Filler
(4)	5	Homogeneous Tan Joint Compound	Chrysotile	2%	Non-Detected		Binder/Filler
Total				<1%			

017A	SRR2	NG	10/06/2014	10/10/2014
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Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	10	Homogeneous White Paint	None Detected		Non-Detected		Binder/Filler
(2)	30	Homogeneous Tan Joint Compound	Chrysotile	2%	Non-Detected		Binder/Filler
(3)	40	Homogeneous White Tape	None Detected		Cellulose fiber	90%	Binder/Filler
(4)	20	Homogeneous Tan Joint Compound	Chrysotile	2%	Non-Detected		Binder/Filler
Total				1%			

The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed.

Analyst(s) Name/Date: N. Gappa 10/10/2014



Laboratory Limits

Laboratory

Range	R Limit	Quartile Limit
0.1-1	100	+/- 1.482
10-100	100	+/- 22.23
1-10	100	+/- 7.41
Trace	100	+/- 1.482

Nadiya Gapon (NG)

Range	R Limit	Quartile Limit
0.1-1	100	+/- 1.482
10-100	100	+/- 26.676
1-10	100	+/- 5.928
Trace	100	+/- 1.482

The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed.

Analyst(s) Name/Date: N. Gapon 10/10/2014

REQUEST FOR LABORATORY ANALYTICAL SERVICES

For Bureau Veritas Use Only
Bureau Veritas Lab Project No.



BUREAU VERITAS

Bureau Veritas North America, Inc.

Detroit Lab
22345 Roethel Drive
Novi, MI 48375
(800) 806-5887
(248) 344-1770
Fax (248) 344-2655

Atlanta Lab
3380 Chastain Meadows Pky, Ste 300
Kennesaw, GA 30144
(800) 252-9919
(770) 499-7500
Fax (770) 499-7511

Chicago Lab
95 Oakwood Road
Lake Zurich, IL 60047
(888) 576-7522
(847) 726-3320
Fax (847) 726-3323

RUSH ANALYSIS

CONTACT LAB IN ADVANCE
Need Results by: / /
Charges Authorized? Yes No
(if yes, initial here)
 Email Results Fax

ATY10065

RESULTS TO REPORT

Name: Ronnie Lester Client Job No. _____
Company: Maxis Engineering Dept. _____
Mailing Address: 501 Hickory Ridge Trail, Suite 110
City, State, Zip: Woodstock, GA 30188
Telephone No: 770-6946178 Fax No: 770-694-6253

Special instructions and/or specific regulatory requirements:
(method, limit of detection, etc.)
805 E Powderhorn Rd

Soils: Which state are these from? _____
Waters: Drinking Water Groundwater Wastewater

Number of Containers

1	X
1	X
1	X
1	X
1	X
1	X
1	X
1	X
1	X
1	X
1	X
1	X

ANALYSIS REQUESTED
(Enter an 'X' in the box below to indicate request. Enter a 'P' if Preservative added.)*

CLIENT SAMPLE IDENTIFICATION	DATE SAMPLED	TIME SAMPLED	MATRIX/MEDIA	AIR VOLUME (specify units)	FOR LAB USE ONLY
RFI	10/6/14	12:00			
BET1		12:05			
ACT1		12:10			
ACT2		12:15			
ACT3		12:20			
WGR1		12:25			
BWT1		12:30			
BFT1		12:35			
BWT2		12:40			
BFT2		12:45			
KFL1		12:50			
KFL2		12:55			

Collector's Signature: _____

Received by: _____ Date/Time: _____

Received at Lab by: Rh Date/Time: 10/6/14 3:55

Sample Condition Upon Receipt: Acceptable Other (explain)

Authorized by: _____ Date: _____

CHAIN OF CUSTODY

Collected by: Ronnie Lester

Relinquished by: Rh

Method of Shipment: _____

(Client Signature MUST Accompany Request)

REQUEST FOR LABORATORY ANALYTICAL SERVICES

For Bureau Veritas Use Only
Bureau Veritas Lab Project No.



BUREAU VERITAS

Bureau Veritas North America, Inc.

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(770) 499-7500
Fax (770) 499-7511

Chicago Lab
95 Oakwood Road
Lake Zurich, IL 60047
(888) 576-7522
(847) 726-3320
Fax (847) 726-3323

RUSH ANALYSIS

CONTACT LAB IN ADVANCE

Need Results by: _____ / _____ / _____
Charges Authorized? Yes No
(if yes, initial here)
 Email Results Fax

REPORT RESULTS TO Name <u>Ronnie Lester</u> Company <u>Maxis Engineering</u> Mailing Address <u>501 Hickory Ridge Trail, Suite 110</u> City, State, Zip <u>Woodstock, Ga 30188</u> Telephone No. <u>770-694-6178</u> Fax No. <u>770-694-6253</u>		Client Job. No. _____ Dept. _____				
Special instructions and/or specific regulatory requirements: (method, limit of detection, etc.) <u>805 E Powderhorn Rd.</u>		Soils: Which state are these from? _____ Waters: <input type="checkbox"/> Drinking Water <input type="checkbox"/> Groundwater <input type="checkbox"/> Wastewater				
* Explanation of Preservation		ANALYSIS REQUESTED (Enter an 'X' in the box below to indicate request. Enter a 'P' if Preservative added.)				
CLIENT SAMPLE IDENTIFICATION	DATE SAMPLED	TIME SAMPLED	MATRIX/MEDIA	AIR VOLUME (specify units)	Number of Containers	FOR LAB USE ONLY
BFI	10/6/14	1:00			1	X
BFA		1:05			1	X
SRA2		1:10			1	X
SRR3		1:15			1	X
SRR2		1:20			1	X
BULK AGM						
BILING/INVOICE INFORMATION PO # <u>1-14-579A</u> <input type="checkbox"/> Call for Credit Card Information <input type="checkbox"/> Direct Bill						
Name _____ Company <u>SAMR</u> Address <u>email r.lemay@maxis-engineering.com</u> City, State, Zip _____						
Collector's Signature: _____ Received by: _____ Date/Time _____ Received by: _____ Date/Time _____ Received at Lab by: <u>AB</u> Date/Time _____						
Sample Condition Upon Receipt: <input checked="" type="checkbox"/> Acceptable <input type="checkbox"/> Other (explain)						
Authorized by: _____ Date _____						

(Client Signature MUST Accompany Request)

LABORATORY COPY



November 05, 2014

Rebecca Donnelly
MAXIS ENGINEERING
1100 Howell Bridge Road
Ball Ground, GA 30107

Bureau Veritas Work Order No. A1411026

Reference: 1-14-579A

Dear Rebecca Donnelly:

Bureau Veritas North America, Inc. received 7 samples on November 05, 2014 for the analyses presented in the following report.

The results apply only to the samples analyzed in this project. Please note that any unused portion of the samples will be discarded after a sixty-day holding period, unless you have requested otherwise.

This material is confidential and is intended solely for the person to whom it is addressed. If this is received in error, please contact the number provided below.

We appreciate the opportunity to assist you. If you have any questions concerning the report, please contact the analyst whose name appears on the report or myself at (770) 499-7701.

Sincerely,

Alan M. Segrave, P.G.

Director, Laboratory Services

Electronic signature authorized through password protection

Bureau Veritas North America, Inc.

Health, Safety, and Environmental Services
3380 Chastain Meadows Parkway, Suite 300
Kennesaw, GA 30144

Main: (770) 499-7500
Fax: (770) 499-7511
www.us.bureauveritas.com



CASE NARRATIVE

Date: 05-Nov-14

CLIENT: MAXIS ENGINEERING

Project: 1-14-579A

Work Order No A1411026

ANALYTICAL METHOD FOR ASBESTOS IN BULK SAMPLES USING POLARIZED LIGHT MICROSCOPY (PLM)

The results of this report relate only to the samples listed in the body of this report.

Unless otherwise noted below, the following statements apply: 1) all samples were received in acceptable condition, 2) all quality control results associated with this sample set were within acceptable limits and/or do not adversely affect the reported results, and 3) the industrial hygiene results have not been blank corrected unless otherwise noted.

Use of EPA/600/R-93/116 satisfies applicable requirements of the USEPA's "Interim Method for the Determination of Asbestos in Bulk Insulation Sample", EPA-600/M4-82-020, December 1982, published as Appendix E to Subpart E of 40CFR763. Bulk samples analyzed by New York State methods follow stratified point counting methods (198.1) or Method 198.6 for PLM non-friable organically bound materials (NYSDOH Lab Code –11645). Percentages are visual estimations of asbestos >10:1 aspect ratio. The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed. NESHAP requires point counting of a bulk sample when the result is <10% by a method other than point counting. EPA, however states that if 3 mounts of the sample are analyzed and the asbestos percentage is <10% by visual estimation, the client may elect to assume the amount to be greater than 1% or require verification by point counting. If the result by point counting is different than the result obtained by visual estimation, the point count result will be used. Sample friability or non-friability noted on the report is a requirement for the State of California and refers only to the condition of the sample under macroscopic examination. It does not imply friability or non-friability for the sample as collected or observed in the field as determined by the person collecting the sample. The Kennesaw, Georgia lab is accredited by NVLAP –Lab Code 101125-0.

(a)Polarized- light microscopy is not consistently reliable in detecting asbestos in floor coverings, similar non-friable organically bound materials, soil and vermiculite. Quantitative electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. When analysis of such materials by PLM yields results negative for the presence of asbestos, Bureau Veritas recommends utilizing quantitative transmission electron microscopy (TEM). For more information, contact the laboratory.

References



CLIENT: MAXIS ENGINEERING

Project: 1-14-579A

Work Order No A1411026

McCrone, Walter C. 1980. The Asbestos Particle Atlas. Ann Arbor, MI: Ann Arbor Science Publishers, Inc.

United States Environmental Protection Agency. Environmental Monitoring Systems Laboratory. 1982. Interim Method for the Determination of Asbestos in Bulk Insulation Samples. EPA-600/M4-82-020. Washington: GPO, December.

United States Environmental Protection Agency. Method for the Determination of Asbestos in Bulk Building Materials. EPA-600/R-93/116, July 1993 (PLM)

Fed. Reg. Vol. 55, No.224, 11/20/90, p.48415 (NESHAP)
EPA Memorandum 5/8/1991 –NESHAP Clarifications

NYSDOH Methods 198.1/198.6



ANALYTICAL RESULTS

Date: 05-Nov-14

CLIENT: MAXIS ENGINEERING

Sample Type: Bulk

Work Order No.: A1411026

Date Received: 11/5/2014

Client Reference: 1-14-579A

Report Date: 05-Nov-14

Method Reference: EPA-600/M4-82-020/EPA/600/R-93/116/NYELAP 198.1

Lab ID	Client Sample ID	Analyst	Date Sampled	Date Analyzed
001A	KWT-1	NG	11/04/2014	11/05/2014

Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	95	Homogeneous White Ceramic Tile	None Detected		Non-Detected		Binder/Filler
(2)	3	Homogeneous White Adhesive	None Detected		Non-Detected		Binder/Filler
(3)	2	Homogeneous Brown Paper	None Detected		Cellulose fiber	90%	Sodium

002A	KITCHEN-1	NG	11/04/2014	11/05/2014
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Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	15	Homogeneous White Paint	None Detected		Non-Detected		Binder/Filler
(2)	10	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(3)	30	Homogeneous White Tape	None Detected		Cellulose fiber	80%	Binder/Filler
(4)	15	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(5)	30	Homogeneous Brown Tape	None Detected		Cellulose fiber	80%	Binder/Filler
				Total	<1%		

003A	HALL	NG	11/04/2014	11/05/2014
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Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	15	Homogeneous White Paint	None Detected		Non-Detected		Binder/Filler
(2)	15	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(3)	40	Homogeneous White Tape	None Detected		Cellulose fiber	80%	Binder/Filler
(4)	10	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(5)	20	Homogeneous Brown Tape	None Detected		Cellulose fiber	80%	Binder/Filler
				Total	<1%		

The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed.

Analyst(s) Name/Date: N. Gappa 11/5/2014



ANALYTICAL RESULTS

Date: 05-Nov-14

CLIENT: MAXIS ENGINEERING

Sample Type: Bulk

Work Order No.: A1411026

Date Received: 11/5/2014

Client Reference: 1-14-579A

Report Date: 05-Nov-14

Method Reference: EPA-600/M4-82-020/EPA/600/R-93/116/NYELAP 198.1

Lab ID	Client Sample ID	Analyst	Date Sampled	Date Analyzed
004A	DINING ROOM-2	NG	11/04/2014	11/05/2014

Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	10	Homogeneous White Paint	None Detected		Non-Detected		Binder/Filler
(2)	5	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(3)	40	Homogeneous White Tape	None Detected		Cellulose fiber	80%	Binder/Filler
(4)	5	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(5)	30	Homogeneous Brown Tape	None Detected		Cellulose fiber	80%	Binder/Filler
(6)	10	Homogeneous Off-White Sheet Rock	None Detected		Cellulose fiber	5%	Binder/Filler
				Total	<1%		

005A	DINING ROOM-1	NG	11/04/2014	11/05/2014
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Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	35	Homogeneous White/Blue Wall Paper	None Detected		Cellulose fiber	70%	Binder/Filler
(2)	15	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(3)	40	Homogeneous White Tape	None Detected		Cellulose fiber	80%	Binder/Filler
(4)	10	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
				Total	<1%		

006A	BEDROOM-4	NG	11/04/2014	11/05/2014
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Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	30	Homogeneous White/Blue Wall Paper	None Detected		Cellulose fiber	70%	Binder/Filler
(2)	10	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(3)	40	Homogeneous White Tape	None Detected		Cellulose fiber	80%	Binder/Filler
(4)	10	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(5)	10	Homogeneous White Paint	None Detected		Non-Detected		Binder/Filler
				Total	<1%		

The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed.

Analyst(s) Name/Date: N. Gupta 11/5/2014



ANALYTICAL RESULTS

Date: 05-Nov-14

CLIENT: MAXIS ENGINEERING

Sample Type: Bulk

Work Order No.: A1411026

Date Received: 11/5/2014

Client Reference: 1-14-579A

Report Date: 05-Nov-14

Method Reference: EPA-600/M4-82-020/EPA/600/R-93/116/NYELAP 198.1

Lab ID	Client Sample ID	Analyst	Date Sampled	Date Analyzed			
007A	SRR-5	NG	11/04/2014	11/05/2014			
Layer	POB	Sample Morphology	Asbestos	%	Other Fibers	%	Particulate
(1)	15	Homogeneous Blue Paint	None Detected		Non-Detected		Binder/Filler
(2)	20	Homogeneous Brown Tape	None Detected		Cellulose fiber	9%	Binder/Filler
(3)	10	Homogeneous Blue/White Paint	None Detected		Non-Detected	80%	Binder/Filler
(4)	15	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Cellulose fiber	1%	Binder/Filler
(5)	20	Homogeneous White Tape	None Detected		Cellulose fiber	80%	Binder/Filler
(6)	10	Homogeneous Tan Joint Compound	Chrysotile	< 1%	Non-Detected		Binder/Filler
(7)	10	Homogeneous White Tape	None Detected		Cellulose fiber	90%	Binder/Filler
				Total	<1%		

Laboratory Limits

Laboratory

Range	R Limit	Quartile Limit
0.1-1	100	+/- 1.482
10-100	100	+/- 22.23
1-10	100	+/- 7.41
Trace	100	+/- 1.482

Nadiya Gapon (NG)

Range	R Limit	Quartile Limit
0.1-1	100	+/- 1.482
10-100	100	+/- 26.676
1-10	100	+/- 5.928
Trace	100	+/- 1.482

The reliable limit of quantitation of the method is 1%, although asbestos may be qualitatively detected at concentrations less than 1%. Samples for which asbestos is detected at <1% are reported as trace, "<1%". "None Detected" indicates that no asbestos fibers were observed.

Analyst(s) Name/Date: N. Gapon 11/5/2014

REQUEST FOR LABORATORY ANALYTICAL SERVICES



Bureau Veritas North America, Inc.

Detroit Lab
22345 Roethel Drive
Novi, MI 48375
(800) 806-5887
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Fax (847) 726-3323

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Bureau Veritas Lab Project No.

BUREAU VERITAS

RUSH ANALYSIS

CONTACT LAB IN ADVANCE

Need Results by: _____ / _____ / _____
Charges Authorized? Yes No
(if yes, initial here)
 Email Results Fax

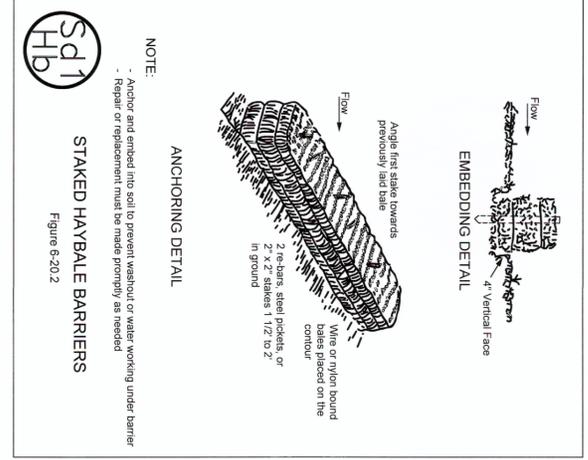
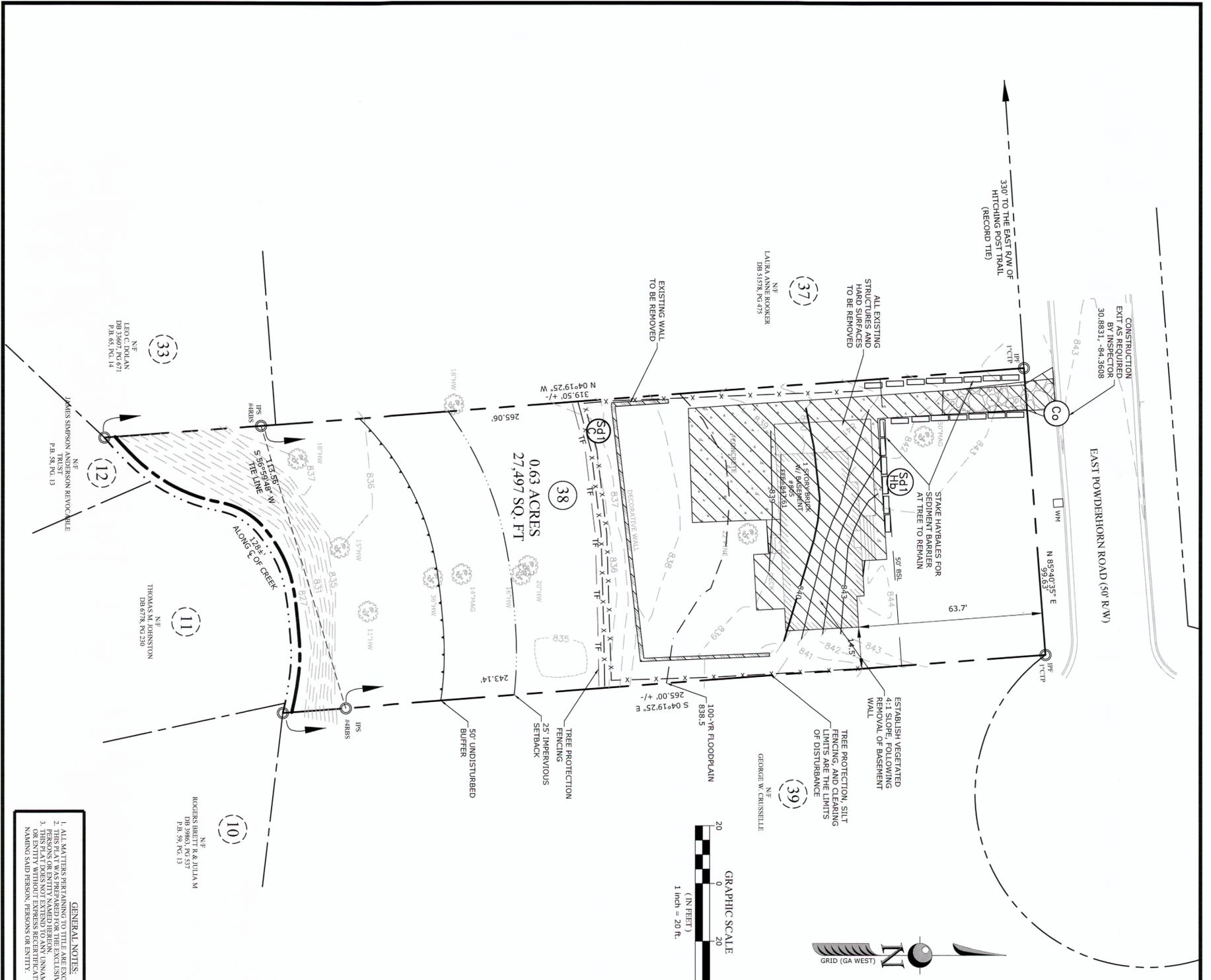
A1411026

Name: <u>Rubeca Donnelly</u>		Client Job. No. <u>1-14-594A</u>		PO # _____		<input type="checkbox"/> Call for Credit Card Information		<input type="checkbox"/> Direct Bill	
Company: <u>Mavis Engineering</u>		Dept. _____		Name: <u>Stmb</u>		Company _____		Address _____	
Mailing Address: <u>501 Hickory Bluffs Tr, Ste 110</u>		City, State, Zip: <u>Woodstock, GA 30158</u>		City, State, Zip _____		City, State, Zip _____		City, State, Zip _____	
Telephone No. <u>770-494-4178</u>		Fax No. <u>770-494-6253</u>		City, State, Zip _____		City, State, Zip _____		City, State, Zip _____	
Special instructions and/or specific regulatory requirements: (method, limit of detection, etc.)									
Soils: Which state are these from? <u>GA</u>		Waters: <input type="checkbox"/> Drinking Water <input type="checkbox"/> Groundwater <input type="checkbox"/> Wastewater		Number of Containers		ANALYSIS REQUESTED (Enter an 'X' in the box below to indicate request. Enter a 'P' if Preservative added.)*		FOR LAB USE ONLY	
* Explanation of Preservation									
CLIENT SAMPLE IDENTIFICATION	DATE SAMPLED	TIME SAMPLED	MATRIX/MEDIA	AIR VOLUME (specify units)					
<u>KWT-1</u>	<u>11/4/14</u>	<u>11:45</u>	<u>Burrows</u>		<u>X</u>				
<u>16#150 C luchen-1</u>		<u>11:50</u>			<u>X</u>				
<u>HALL</u>		<u>12:03</u>			<u>X</u>				
<u>Dinning room - 2</u>		<u>12:10</u>			<u>X</u>				
<u>Dinning room - 1</u>		<u>12:18</u>			<u>X</u>				
<u>Bedroom - 4</u>		<u>12:20</u>			<u>X</u>				
<u>SHE-5</u>		<u>12:30</u>			<u>X</u>				
Collected by: <u>Rubeca Donnelly</u>		(print)		Collector's Signature: <u>[Signature]</u>					
Reinquired by: <u>[Signature]</u>		Date/Time <u>11/4/14 2:41</u>		Received by:		Date/Time _____			
Reinquired by:		Date/Time _____		Received by: <u>[Signature]</u>		Date/Time <u>11/5/2014</u>			
Method of Shipment:		Date _____		Sample Condition Upon Receipt: <input type="checkbox"/> Acceptable <input type="checkbox"/> Other (explain)		Date/Time <u>11/5/2014</u>		<u>9:55am</u>	
Authorized by:		Date _____							

(Client Signature MUST Accompany Request)

LABORATORY COPY

Page _____ of _____



Ds1 TEMPORARY STABILIZATION (MULCHING)

WHEN SEEDING WILL NOT HAVE A SUITABLE GROWING SEASON TEMPORARY STABILIZATION MAY BE ACCOMPLISHED WITH:

STRAW - 2 TONS/AC - 2-4" DEEP
 HAY - 2.5 TONS/AC - 2-4" DEEP
 WOOD WASTE, BARK, SANDUST - 2-3" DEEP

Ds2 TEMPORARY SEEDING

SPECIES	RATE/1000 SQ. FT.	DATES	LINE
HULLED BERNARDIA	0.2 LBS.	3/1 - 7/1	1 TON/AC
UNHULLED BERNARDIA	0.2 LBS.	10/1 - 3/1	1 TON/AC
LEGUMES	1.1 LBS.	9/15 - 1/1	1 TON/AC

Ds3 PERMANENT SEEDING

SPECIES	RATE/1000 SQ. FT.	DATES	LINE
HULLED BERNARDIA	0.2 LBS.	3/1 - 7/1	1 TON/AC
UNHULLED BERNARDIA	0.2 LBS.	10/1 - 3/1	1 TON/AC
LEGUMES	1.1 LBS.	9/15 - 1/1	1 TON/AC

PROPERTY NOTES:
 N/E: CITY OF SANDY SPRINGS
 TAX PARCEL ID#: 17-00410007021

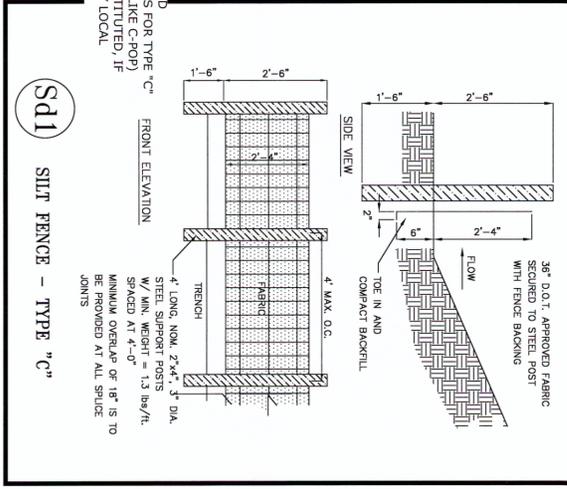
A PORTION OF THIS SITE IS LOCATED WITHIN A ZONE AS FLOOD PLAIN AS DEFINED BY F.I.R.M. COMMUNITY HAZARD NUMBER 1321C01691, FOR UNINCORPORATED SANDY SPRINGS COUNTY, GEORGIA, DATED SEPTEMBER 18, 2013.

DEMOLITION NOTES:
 ESTIMATED DISTURBANCE = 15,600 SF
 NO VISIBLE EVIDENCE OF A SEPTIC WAS OBSERVED ON SITE. HOWEVER, CONTRACTOR MAY ENCOUNTER SEPTIC SYSTEM FOR REMOVAL.
 THE PLACEMENT OF DUMPSTERS AND THE PARKING OF AUTOMOBILES IS PROHIBITED IN THE RIGHT-OF-WAY.

EROSION CONTROL MEASURES MUST BE INSTALLED PRIOR TO THE START OF DEMOLITION AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
 UTILITY SERVICES TO BE CAPPED AT R/W.
 COORDINATE WITH UTILITY OWNERS.
 POSITIVE DRAINAGE TO BE PROVIDED THROUGH LOT.

AFTER THE PERMIT IS ISSUED CONTACT THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT (770) 730-5600 TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE SITE INSPECTOR PRIOR TO ANY LAND DISTURBANCE, BUILDING CONSTRUCTION, OR DEMOLITION.

TOPOGRAPHY
 REFERENCED FROM FIELD RUN DATA BY SEI

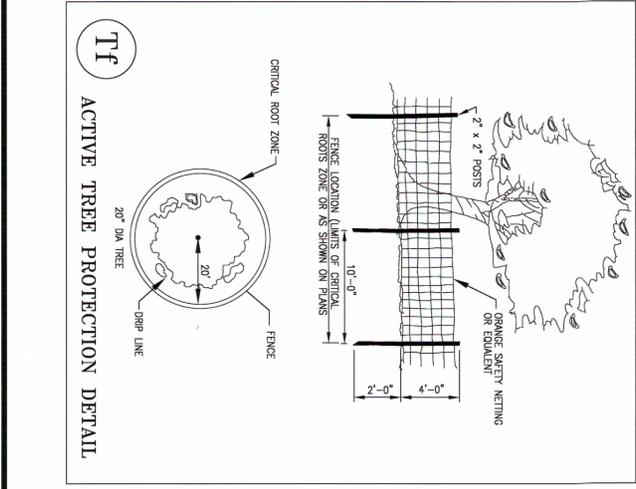
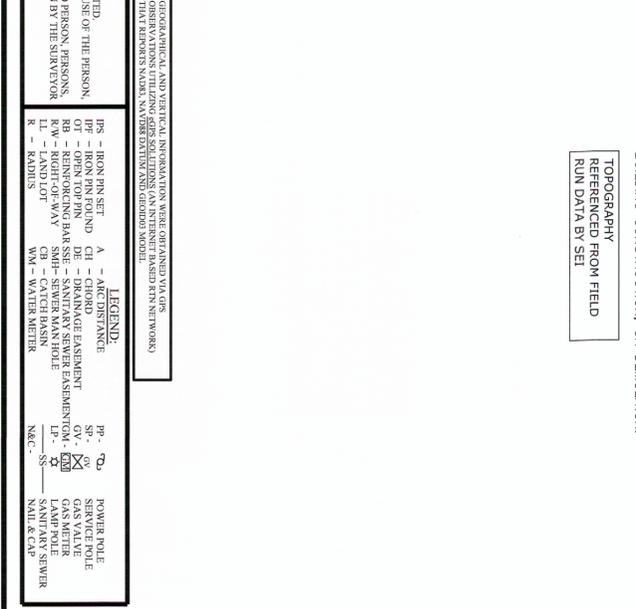


GENERAL NOTES:

- ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
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LEGEND:

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
IR	IRON PIN SET	PR	POWER POLE
OT	OPEN TRENCH	GV	GAS VALVE
SB	SEWER BARRIAGE	SM	SEWER MANHOLE
LN	LAND LOT	CB	CATCH BASIN
IR	IRON PIN SET	WM	WATER METER
AR	ARC DISTANCE	N/C	NOT CALLED
DE	DRAINAGE EASEMENT		
SA	SANITARY SEWER ASSESSMENT		
ST	STAKE		
RF	RADIUS		



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PROJECT OWNED/DEVELOPED BY:
CITY OF SANDY SPRINGS
 5850 ROSWELL RD
 SANDY SPRINGS, GA. 30350
 (770) 730-5600

24 HOUR CONTACT INFORMATION
 ADAM LYON (404) 985-9796

ISSUED DESCRIPTION

No	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		

DEMOLITION PLAN

805 E. POWDERHORN RD.
 PROJECT LOCATED AT:
 LL. 41, 17 DISTRICT
 805 EAST POWDERHORN DR. SANDY SPRINGS,
 GA. 30350
 FULL TON

SEI SOUTHEASTERN ENGINEERING, INC.
 2470 Sandy Plains Road Marietta, Georgia 30066
 tel: 770-321-3936 fax: 770-321-3935
 www.seengineering.com

811
 Know what's below.
 Call before you dig.

PROJECT INFORMATION

Project No.:	PROJ. NO
Designed By:	DATE
Issue Date:	DATE

C.I.I.I