DeKalb County
Contract No. 02-900 545

Invitation to Bid

No. 06-100027-ITB

Demolition of Designated Structures At Brook Run Park

for

Parks & Recreation



DeKalb County, Georgia

Bid Date & Time:

Location:

November 2, 2006; 3:00 pm EST

Department of Purchasing and Contracting

The Maloof Center

1300 Commerce Drive, Room 202

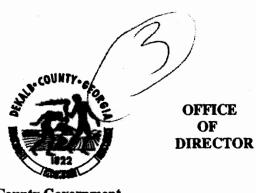
Decatur, GA 30030

Contract Administrator:

James Stamps, Jr.

jstamps@co.dekalb.ga.us

DEPARTMENT OF PURCHASING & CONTRACTING



DeKalb County Government Room 202 Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030

November 21, 2006

TO:

ALL BIDDERS UNDER INVITATION NO. 06-100027

FROM:

Purchasing and Contracting Department, DeKalb County, Georgia

ADDENDUM NO. 4

Invitation No. 06-100027, **Demolition of Designated Structures at Brook Run Park**, is hereby amended as follows:

- 1. Bid opening date has been extended to November 28, 2006 at 3:00 PM.
- 2. All other conditions remain in full force and effect.
- 3. If a proposal has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the bid price, the new price and/or changes will be inserted below:

Dore & Associates Contracting, Inc. is officially decreasing it's original bid amount by \$100,000.00. This \$100,000.00 is officially taken off of our price for Item No. 001.

Additionally, we are submitting some added documentation from our chosen MBE, Diversified Environmental Management, Inc.

06-100027-ITB Page 2 of 2 Addendum No. 4 November 21, 2006

4. All bidders under this Invitation to Bid are kindly requested to acknowledge receipt of this Addendum in original only.

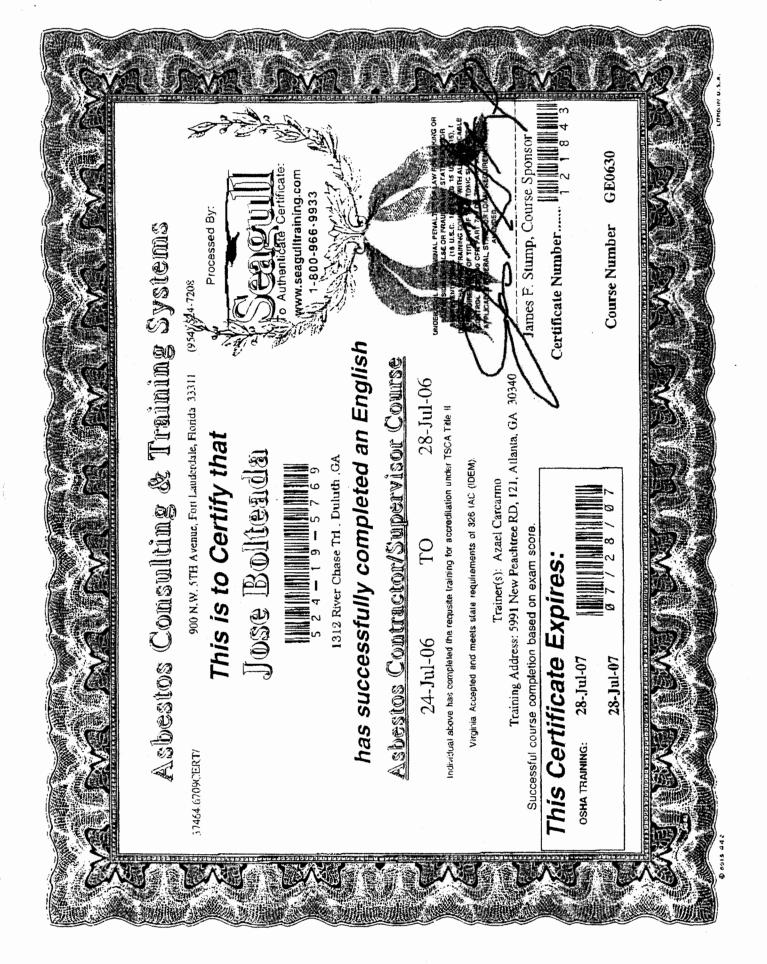
Kelnin L. Wallay Doyle Shaw, Director Purchasing and Contracting

ACKNOWLEDGMENT

	Date: November 28, 2006
The above Addendum is hereby acknowledged:	
Dore & Associates Contracting, I	nc.
(NAME OF BI	DDER)
	President
Arthur M. Dore (Signature)	(Title)







DEPARTMENT OF PURCHASING & CONTRACTING

TO:



OFFICE OF DIRECTOR

DeKalb County Government Room 202 Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030

November 15, 2006

ALL BIDDERS UNDER INVITATION NO. 06-100027

FROM	1: Purchasing and Contracting Department, DeKalb County, Georgia
	ADDENDUM NO. 3
	ion No. 06-100027, Demolition of Designated Structures at Brook Run Park, is amended as follows:
1.	The attached revised Table of Contents replaces the Table of Contents.
2.	The attached revised Pages P-3 thru P-6 replace Pages P-3 thru P-5 of the Proposal.
3.	Potential bidders are asked to provide a statement with their bid as to how you intend to control noise and dust during concrete/brick processing.
4.	Copies of the topographic maps of the Liane Levetan Park at Brook Run and the Therapy Building site have been posted to the County website.
5.	Attached is a list of attendees for the second site visit which was held on November 6, 2006, consisting of one (1) page.
6.	All other conditions remain in full force and effect.
7.	If a proposal has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the bid price, the new price and/or changes will be inserted below:

3

Addendum No. 3 to Inv. No. 06-100027 November 15, 2006 Page 2 of 2

8. All bidders under this Invitation to Bid are kindly requested to acknowledge receipt of this Addendum in original only.

Doyle Shaw, Director Purchasing and Contracting

ACKNOWLEDGMENT

	Date: November 21, 2006
The above Addendum is hereby acknowledged:	
Dore & Associates Contracting, I	Inc.
NAME OF BI	
	President
(Signature)	(Title)

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ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
006	DEMOLISH AND REMOVE EXISTING ASPHALT PAVEMENT, CONCRETE CURB, DRIVEWAY, DITCH, ETC.: DISCONNECT/RELOCATE UTILITIES, INSTALL SECURITY/SAFETY CONTROL MEASURES, INSTALL EROSION MEASURE AS REQUIRED BY DEKALB COUNTY DEMOLITION PERMIT, REMOVE EXISTING ASPHALT PAVEMENT, CONCRETE CURB, DRIVEWAY, DITCH, ETC. (DEMOLITION NOTES A AND B ON DRAWING SHEET C1.1) AND PERFORM SITE RESTORATION.	LS	LS		
007	DEMOLISH AND BACKFILL PIPE TUNNELS USING CRUSHED/RECYCLED CONCRETE/BRICK AND PERFORM SITE RESTORATION.	LS	LS		
008	BACKFILL MATERIAL: FILL MATERIAL TO BACKFILL EXCAVATIONS, DEPRESSIONS, AND PIPE TUNNELS. USE CRUSHED CONCRETE/BRICK FROM DEMOLITION OF STRUCTURES TO BACKFILL PIPE TUNNELS. BACKFILL EXCAVATIONS AND DEPRESSIONS USING CLEAN SOIL FROM A CERTIFIED SOURCE.	LS	LS		

<u> </u>	(\$)
(State amount in writing on this line)	(In figures)

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In addition, a Unit Price for each of the following items is to be included should the County decide delete them from to add them to the "Base Bid."

	<u>Unit</u>	Unit Price
Alternate No. 1: Deduct from the Base Bid the		
following: Backfill Material: Fill material to backfill excavations,		
depressions, and pipe tunnels using crushed concrete/brick from		
demolition of structures. Recycled		
aggregate product must be 2-inch maximum crush-n-run containing		
no wood debris, metal or materials	(T.C)	De lease of
other than concrete and brick.	(LS)	Deduct \$
ASBESTOS CONTAINING MAT	ERIAL (ACM	0
Alternate No. 2: Add to the Base Bid the following:		
Fire Door Disposal	(EA)	Add \$
Alternate No. 3:		
Add to the Base Bid the following: Pipe Insulation Disposal	(LF)	Add \$
-	(=1)	
Alternate No. 4: Add to the Base Bid the following:		
Tank Insulation Disposal	(SF)	Add \$
Alternate No. 5:		
Add to the Base Bid the following: Transite Window Panel Disposal	(EA)	Add \$
Transite window raner Disposar	(LA)	Aud \$
Alternate No. 6: Add to the Base Bid the following:		
Transite Soffit Panel Disposal	(LF)	Add \$
Alternate No. 7:		
Add to the Base Bid the following:		
Floor Tile Disposal	(SF)	Add \$
Alternate No. 8:		
Add to the Base Bid the following: Ceiling Tile Disposal	(SF)	Add \$
•		

Alternate No. 9:			
Add to the Base Bid the following: Caulking Disposal	(LF)	Add \$	
Alternate No. 10:			
Add to the Base Bid the following:			
Roof Flashing Disposal	(LF)	Add \$	
Alternate No. 11:			
Add to the Base Bid the following:			
Spray-applied Fireproofing Disposa	al (LF)	Add \$	
Bidder has examined the site of the propo	sed work	and all documents comprising the Cont	ract
Documents, and is satisfied as to the condi	itions to be	e encountered in performing the work and	d as
to the requirements of the Contract Docum	ents.		
No bid may be revoked or withdrawn until	sixty (60)	days after the time set for opening the bi	ids.
Attached hereto is Bid Bond made by			
		, a surety comp	any
listed in the Federal Register and license	ed to writ	te surety insurance in the State of Geor	rgia,
payable to DeKalb County, Georgia (or an	n official t	bank check), in the amount of twenty per	cent
of the above Bid, to-wit.			
If this Proposal shall be accepted by DeK satisfactory contract in the form of said Payment Bonds, and furnish satisfactor Instructions to Bidders attached hereto withen the County may at its option, deterrithereupon this Proposal shall be null and (or an official bank check) shall be forfeited.	proposed by proof of thin ten da mine that void, and	Contract, give satisfactory Performance of the insurance required, as stated in ays from the Notice of Award of the Contract the undersigned abandoned the Contract I the sum stipulated in the attached Bid E	and the ract, and
Bidder declares his intent to subcontract the and agrees that the use of any subcontract prior written approval from the County.			

Bidder further declares that the full name and resinterested in the foregoing Bid as principals, are as follows:		and parties
		
		•
Are you a DeKalb County Firm? YES	NO	·
Signed, sealed, and dated this day of	, 20	
(Seal) Bidder		
Ву:		
Name (Typed or Printed)		
Title		
Bidder's Mailing Address		
Phone Number		
Fax Number		
E-Mail Address		

BROOK RUN SITE VISIT

NAME James Potts Rail Touchet Nicholas G. FAGO JETP COATS GERALD WEST JOE BARILLARI Shams Cas Goodrich Rommel Gan Jeff Shannon HAULFERGUSON MARCHS REESE SHERMAN ARtis Steve Pollock CHRIS OBI FRED BAKER Mike Bainett JAMES Thomas BERMARE) AUX DAN JOLD IN John DAVIS VP Kon Campo

COMPANY Att Demolition + Hawing DTR. Tristan of funcian P.H. Ge, FFIH WREZKING CO, INC Dorock Equip Co. DEM, Inc, 270-622,02193 NSSC. EcoBlue, Ire. Eco Blue, Inc. DHGRIFFIN CERM The Artis Croup D.H. Griffia B-4 Canon B.4. Centra PPC. Mit-States Wrecking Co. ABATECH PAVERSIFICED, INC.
Dorler Environmental Morley Environmental Bilmar Environmental

DEPARTMENT OF PURCHASING & CONTRACTING



OFFICE OF DIRECTOR

DeKalb County Government Room 202 Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030

November 9, 2006

TO:

ALL BIDDERS UNDER INVITATION NO. 06-100027

FROM:

Purchasing and Contracting Department, DeKalb County, Georgia

ADDENDUM NO. 2

Invitation No. 06-100027, **Demolition of Designated Structures at Brook Run Park**, is hereby amended as follows:

1. Bid opening date has been extended to November 21, 2006 at 3:00 PM.

The attached revised Page C1.1 replaces Page C1.1 of the drawings on the Brook Run Pre-Demolition Property Conditions and Hazardous Materials Assessment CD found on Page PD-1 of the bid package. This drawing denotes the asphalt drives and parking areas to be removed or that will remain in place. Of particular importance is the main roadway leading into the Therapy Building. This roadway will remain in place following the demolition. All other roadways, parking areas, and associated drainage structures will be removed.

- 2. The following listed questions and answers are provided for your information:
 - A. Question: Will the quantity of each asbestos containing material (ACM) identified in the survey be provided for bid purposes?

Answer: Yes. Asbestos Quantities Summary (consisting of 2 pages) is attached.

B. Question: Hazmat: Is it acceptable to sub this job to a qualified and licensed Asbestos Removal and Lead Abatement company. (Hazardous Waste Mgmt co) and if so do we still need to have a certified Asbestos supervisor on staff?

Addendum No. 2 to Inv. No. 06-100027 November 9, 2006 Page 2 of 3

Answer: Professional Certification Requirements: Certified Asbestos Supervisor - A certified asbestos supervisor who will supervise the abatement of asbestos containing materials must be listed in the submitted bid with proof of certification. This person may be a subcontractor to the primary contractor. However, it is the responsibility of the primary contractor to ensure that the certified asbestos supervisor be on site as necessary to supervise the abatement of ACMs prior to demolition.

C. Question: Structural Engineer: Instead of employing a structural Engineer may we use a structural Engineering Company on consultation basis for this job or as a subcontractor?

Answer: Professional Engineer - It is the requirement of the Development Department that a P.E. stamp the site plan for the demolition permit. The bid submittal must include the name of the Professional Engineer who will stamp the permit application and be responsible for supervising the installation of erosion and sediment controls, stormwater management, construction entrance installation, utilities management, hazardous materials management, backfilling of excavations (including compaction testing), and the completion of all as-built drawings as required by the specifications. The Professional Engineer may be a subcontractor to the primary contractor. However, the primary contractor is responsible for the conduct of all subcontractors and to ensure the quality of work.

D. Question: This letter is about obtaining a topography map of the demolition site at Brook Run Park. In the addendum you stated that drawings on the existing buildings were available last Wednesday and Thursday. Both I and the other estimator were out of town at the time. Where the topography drawings in those sets? And can we get a set if they are available. I believe several companies would like to see those. With a topo drawing it might give enough information on how much dirt can be moved around or how much needs to be brought in. This could save the country 2 to 3 hundred thousand dollars.

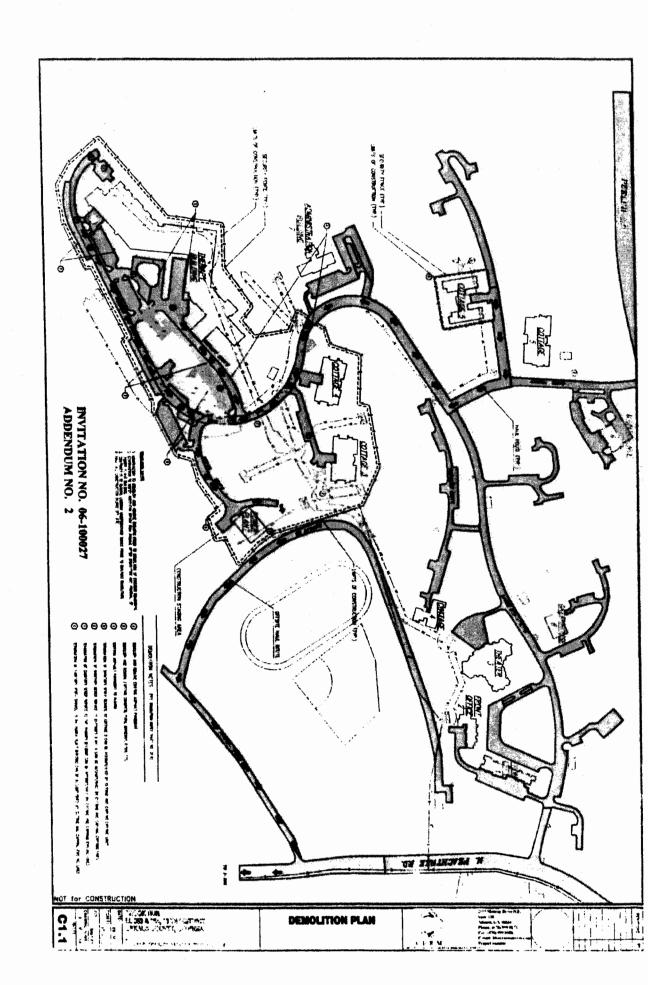
Answer: A topographic map of the Brook Run facility, particularly the Therapy Building site will be available as a PDF file to be included in a subsequent addendum and posted on the County's website.

3. All other conditions remain in full force and effect.

Addendum No. 2 to Inv. No. 06-100027 November 9, 2006 Page 3 of 3



ACKNOWLEDGMENT Date: November 21, 2006 The above Addendum is hereby acknowledged: Dore & Associates Contracting, Inc. (NAME OF BIDDER)		change the item offered or to increase or decrease the bid price, the new price and/or changes will be inserted below:
ACKNOWLEDGMENT Date: November 21, 2006 The above Addendum is hereby acknowledged: Dore & Associates Contracting, Inc. (NAME OF BIDDER)		
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ACKNOWLEDGMENT Date: November 21, 2006 The above Addendum is hereby acknowledged: Dore & Associates Contracting, Inc. (NAME OF BIDDER)	3.	All bidders under this Invitation to Bid are kindly requested to acknowledge receipt of this Addendum in original only.
Date: November 21, 2006 The above Addendum is hereby acknowledged: Dore & Associates Contracting, Inc. (NAME OF BIDDER)		Dernodette Jones Doyle Shaw, Director Purchasing and Contracting
Date: November 21, 2006 The above Addendum is hereby acknowledged: Dore & Associates Contracting, Inc. (NAME OF BIDDER)		
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Dore & Associates Contracting, Inc. (NAME OF BIDDER)		Date: November 21, 2006
(NAME OF BIDDER)	The a	above Addendum is hereby acknowledged:
(NAME OF BIDDER)		Dore & Associates Contracting, Inc.
// // / Proofdoor	The	Dore & Associates Contracting, Inc.
rresident		President



06-100027-ITB Demolition of Designated Structures at Brook Run Park Asbestos Quantities Summary Addendum No. 2

Therapy Building		
Pipe Insulation	All piping runs, elbows, and fittings throughout building	22,230 linear feet
Spray-applied Fireproofing	9 beams above kitchen ceiling; 18 to 24 inches in height	6,048 square feet
Transite Window Panels	Window panels containing > 30% chrysotile	502 windows
Transite Soffit Panels	Building soffits > 30% chrysotile	3,200 linear feet
1' x 1' Ceiling Tile	Ceiling tiles in various rooms throughout building	10,550 square feet
HVAC Vibration Dampers	Mechanical room	10 dampers
Window Caulking	2% chrysotile	502 windows
Linoleum Floor Covering	Entry to area 18	200 square feet
12" x 12" Floor Tile	Several locations; 2% chrysotile	4,600 square feet
Roof Flashing	West Loading Dock	70 linear feet
Sink Undercoating	15% chrysotile	10 sinks
Fire Doors	Insulation in doors	TBD
Power Plant		
Tank Insulation	Northwest corner	600 square feet
Pipe Run Insulation	Northwest corner	1,100 linear feet
Transite Soffit Panels	Building exterior	TBD (to be determined)
Cottage 3		
Transite Soffit Panel	Building exterior	1,400 linear feet
Transite Window Panel	Throughout building	58 windows
1' x 1' Ceiling Tile	Southwest student room	8,050 square feet
12" x 12" Floor Tiles	South hallway, southeast stairway	2,000 square feet
Spray-applied Fireproofing	Southeast suite	1,700 square feet
Fire Doors (Insulation)	Throughout	12 doors
Cottage 4		
Spray-applied Fireproofing	Southwest suite	1,700 square feet
Floor Tiles	12" x 12" and 3' x 3' tiles in several locations	2,000 square feet
Transite Soffit Overhang	Building exterior	1,400 linear feet

Transite Window Panels	Throughout building	60 windows
1' x 1' Ceiling Tiles	Several locations	8,050 square feet
Caulking Material	Exhaust ducts	60 ducts
Fire Doors (Insulation)	Throughout	12 doors
Cottage 5		
Floor Tiles	12" x 12" and 3' x 3' tiles in several locations	6,900 square feet
Transite Window Panels	Throughout building	48 windows
1' x 1' Ceiling Tiles	Several locations	12,900 square feet
Transite Soffit Panels	Building exterior	1,200 linear feet
In-Ground Pipe Trench		
Pipe Insulation		Non-asbestos
Caulking	Between concrete covers	Not tested - TBD (to be determined)

DEPARTMENT OF PURCHASING & CONTRACTING



OFFICE OF DIRECTOR

DeKalb County Government Room 202 Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030

October 26, 2006

TO:

ALL BIDDERS UNDER INVITATION NO. 06-100027

FROM:

Purchasing and Contracting Department, DeKalb County, Georgia

ADDENDUM NO. 1

Invitation No. 06-100027, *Demolition of Designated Structures at Brook Run Park*, is hereby amended as follows:

- 1. Bid opening date has been extended to November 16, 2006 at 3:00 PM.
- 2. Last date for questions has been extended to November 6, 2006 at 5:00 PM.
- 3. The Pre-Bid Conference and Site Visit were held on Monday, October 16, 2006 at approximately 10:00 AM at Brook Run Park, 4770 North Peachtree Road, Dunwoody, Georgia 30338. The purpose of and the agenda for the conference and site visit were explained. Prospective bidders were provided with information on deadlines for bid submittal, insurance and bonding requirements, the LSBE program along with other pertinent project information. The meeting also included a tour of the proposed worksite. All attendees were advised that questions concerning the project must be received, in writing, by the Director of Purchasing and Contracting, no later than Monday, October 23, 2006 at 5:00 PM. Questions received after this date will not receive a response. Please note that all responses in this Addendum override any verbal responses at the conference.
- 4. Attached is a list of attendees for the above meeting, consisting of five (5) pages.
- 5. The following listed questions and answers are provided for your information:
 - A. Question: Do you have as-built drawings on these structures as the quantities of asbestos piping are not quantified and these drawings will help in demo & asbestos pricing?

Answer: As-built drawings will be available for review by potential bidders on Wednesday, November 1, 2006 and Thursday, November 2, 2006 from 9:30 AM - 4:00 PM in the Facilities Management (FM) Office at Brook Run Park at 4770 North Peachtree Road, Dunwoody, Georgia 30338. The FM office is located across the entrance road from the security guard shed. A sign-in sheet will be located in the FM office. All contractors are required to sign in upon entering. Copying of the documents will not be allowed; please do not ask the county staff to make copies of documents. Copies of the hospital complex drawings will be available during this review period.

B. Question: I had problems at first pulling survey information from the CD. Can asbestos walk thru be arranged next week now that the survey material is in hand?

Answer: One additional site visit will be scheduled on Monday, November 6, 2006 from 10:00 AM to 4:00 PM at Brook Run Park at 4770 North Peachtree Road, Dunwoody, Georgia 30338. NOTE: Potential bidders will not be allowed to enter the fenced area containing the hospital complex, power plant, and two dormitories at any time except for scheduled site visits. The security guard and Parks personnel have been instructed to prohibit potential bidders from entering the park on their own. Potential bidders found to be within the fenced areas of the park will be cited for trespassing and escorted from the property.

C. Question: Can DeKalb Co. provide copies of as-built drawings?

Answer: See A. above.

D. Question: I am respectfully requesting that another site visitation be allowed before the bid due date. Due to prior commitments that required my attention, I was not able to attend the site visits that were previously scheduled. In order for me to submit my best estimate for this project, I would like an opportunity to physically assess the site once more. I apologize in advance for any inconvenience that this request may cause.

Answer: See B. above.

E. Question: I would like to know if there is intent to solicit bids for the development of the site?

Answer: No. The Parks and Recreation Department is developing a master plan for the development of the park property.

F. Question: Structural Engineer: Instead of employing a structural Engineer may we use a structural Engineering Company on consultation basis for this job or as a subcontractor?

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Answer: The requirements for certifications and registrations are described under Note to Bidders on page IB-6 of the Invitation to Bid. The Primary Contractor for this project must have, at minimum, a certified Asbestos Supervisor and a Professional Engineer on staff to direct asbestos removal and demolition of structures. It is the responsibility of the bidder to provide proof of licenses and registrations with the bid submittal. Proof of prior experience with demolition of commercial/industrial sites is also required.

G. Question: Hazmat: Is it acceptable to sub this job to a qualified and licensed Asbestos Removal and Lead Abatement company. (Hazardous Waste Mgmt co) and if so do we still need to have a certified Asbestos supervisor on staff?

Answer: A subcontractor may be used for asbestos abatement. However, the Contractor must have a certified asbestos supervisor on staff to direct abatement operations.

H. Question: Ls: What does Ls stand for in the bid form?

Answer: LS is an acronym for Lump Sum.

I. Question: Please quantify the amount of fill material to be bid for the site.

- 1. Can we use recycled concrete and block as fill Material?
- 2. If so to what specification?
- 3. Screened or Unscreened?

Answer: The DeKalb County Development Department has determined that crushed concrete/brick material or any other demolition material cannot be used as fill material in depressions left behind after removal of the buildings. However, crushed concrete/brick can be used to backfill the piping tunnels carrying the hot/cold water from the Power Plant to the Therapy Building (hospital). The concrete/brick must be crushed and screened so that the material is equivalent to #57 stone or finer and must be placed in the tunnels so that there are no cavities that may cause settling. Depressions to be backfilled after removal of structures must be filled with clean fill from a certified source. As specified in the bid documents, backfill must be installed in lifts and compacted to 95% proctor and brought up level with the surrounding grade. The amount of fill material required must be estimated by the bidder based on the existing grade and depth of foundations. As-built drawings of the facility will be available for review to assist with these calculations.

The Contractor is responsible for performing soil compaction tests during backfilling of excavations. Results of the compaction tests must be made available to the County Representative upon completion of the test.

J. Question: If salvage goes to the owner, how do we account for labor, fuel, and trucking?

Answer: On Page IB-6, Salvaged Materials and Equipment, section is changed to read as follows:

All materials from buildings to be demolished, which are of salvage quality, including piping, fittings, etc. and all equipment removed from the Work shall remain the property of the County. The Contractor will be required to reimburse the County monthly for any income derived from the sale/disposal of these items less the normal business expenses required to process the materials and equipment for sale.

K. Question: Will the quantity of each asbestos containing material (ACM) identified in the survey be provided for bid purposes?

Answer: Yes. DeKalb County will estimate the quantities of ACM to be abated. These quantities will be included in a subsequent addendum to the bid documents.

L. Question: Will the county provide security for the site at night?

Answer: Brook Run Park has 24-hour security. A guard patrols the entire park on a regular basis. However, it will be the responsibility of the Contractor to install appropriate fencing, barricades, and other measures to secure the demolition sites and protect their equipment. DeKalb County will not be held responsible for theft or vandalism of Contractor's equipment. As stated in the specifications, the Contractor may propose security measures other than those recommended in the PDA report as long as the intent of the measures is met; that is to inhibit unauthorized access to the demolition site, protect equipment, and protect worker safety.

M. Question: Are there any mechanical units on the top of the roof?

Answer: There are two (2) mechanical units on top of the roof at the hospital building. For specific details, see A. above.

N. Question: The total site area is given as 102.58 without any unit measure like sq ft, sq yds, or acres. Please can you clarify this?

Answer: The total area of Brook Run Park is 102.58 acres. However, the total demolition area is estimated to be less than 30 acres.

O. Question: Can DeKalb Co. provide copies of As-Built" drawings?

Answer: See A. above.

P. Question: Provide inventory of universal waste that must be removed prior to demolition?

Answer: There is no inventory of building contents available other than what has been identified in the PDA report (on CD). The Contractor, during site visits, is responsible for estimating debris within the buildings to be removed during demolition.

Q. Question: Right of Way: Has the county obtained all land and right of way necessary for the work or do we need to get that ourselves?

Answer: DeKalb County owns and operates the entire Brook Run Park. Roadways leading into the park are public roads.

R. Question: Are exterior wall panels with river rock finish asbestos containing?

Answer: See K. above.

S. Question: Please clarify asbestos tank insulation at power plant?

Answer: See K. above.

T. Question: In caulking on steam tunnel covers asbestos containing?

Answer: See K. above.

U. Question: Please clarify asbestos containing fire doors?

Answer: See K. above.

V. Appendix B - Asbestos Survey Report. The report indicates asbestos in 3'X3' floor tile.

Question 1: Is this a homogenous material?

Answer 1: See K. above.

Addendum No. 1 to Inv. No. 06-100027 October 26, 2006 Page 6 of 6



Question 2: Is sample 164 representative of this material? Answer 2: See K. above. 6. All other conditions remain in full force and effect. 7. If a proposal has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the bid price, the new price and/or changes will be inserted below: 8. All bidders under this Invitation to Bid are kindly requested to acknowledge receipt of this Addendum in original only. Purchasing and Contracting **ACKNOWLEDGMENT** NOvember 21, 2006 Date:__ The above Addendum is hereby acknowledged: Dore & Associates Contracting, Inc. (NAME OF BIDDER) President (Title)

ITB 06-10w027

DEMOLITION OF DESIGNATED STRUCTURES AT BROOK RUN PARK 4770 NORTH PEACHTREE ROAD, DUNWOODY, GEORGIA 30338

MONDAY, OCTOBER 16, 2006 AT 10:00 P.M. Please note whether you plan to be a prime or subcontractor, and if you have any small business status.

HAME	COMPANY	ADDRESS	PHONE NUMBER	EMAIL	FAX NUMBER
M. M.	VELALY COUNTY PURCHASTIVE AND CATH	THE MUSOF CATERIANSOL 1300 COMMERCE DR.	3689-168-404	5572 m/300	404-591-6329
	vokally County		424.371.433	Tarther CO.	7
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(1) (2) (2) (A)	PA Services	4000 WENSEN Drive 7.333 SESE Afforts Gazesse		Wayne Catalation has son	4.651.473
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ITB 06-100027

DEMOLITION OF DESIGNATED STRUCTURES AT BROOK RUN PARK 4770 NORTH PEACHTREE ROAD, DUNWOODY, GEORGIA 30338 MONDAY, OCTOBER 16, 2006 AT 10:00 P.M.

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ITB 06-100027

MONDAY, OCTOBER 16, 2006 AT 10:00 P.M. Please note whether you plan to be a prime or subcontractor, and if you have any small business status. DEMOLITION OF DESIGNATED STRUCTURES AT BROOK RUN PARK 4770 NORTH PEACHTREE ROAD, DUNWOODY, GEORGIA 30338

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NAME	COMPANY	ADDRESS	PHONE NUMBER	EMAIL	FAX NUMBER

Page 2 of 5

PRE-BID CONFERI

ITB 06-1-0027

DEMOLITION OF DESIGNATED STRUCTURES AT BROOK RUN PARK 4770 NORTH PEACHTREE ROAD, DUNWOODY, GEORGIA 30338 MONDAY, OCTOBER 16, 2006 AT 10:00 P.M.

205-4-2-FAX NUMBER (176) 578- Rachallandamy (778) 205-402-7322 Fiche meredity 708348/6 June 103. 665 Co. DEXALLEGA, CA. LS env.com 404-39+8 540 | dubutera L EMAIL Please note whether you plan to be a prime or subcontractor, and if you have any small business status. EMAIL PHONE NUMBER 346-las 40. 404-3171-4413 PHONE NUMBER 404-512-UNIN CONSIDERCATION TO BOX 360365 Court Hay, 6H3311) 1388 Canton Rd 1400 Polyer Read Sylvan Spirings, AL 35118 ENVERMINENTAL 12710 Hay 274 ManeHa, GA Scobb Decatur GA 30036 **ADDRESS** ADDRESS PEKALIS COUNTY PAIN PLES FRIEDMENTAL Inc. DEKALB COUNTY Clearing Inc 6. LAY 1, EIMMENTON PLANNING AND DEU. Raches CAND COMPANY Transferd Rucked Lick Charles DAVE DUTLER THE KLUC NAME

Page 4 of 5

& SITE VISIT

ITB 06- ,J27

PRE-BID CONFERI DEMOLITION OF DESIGNATED STRUCTURES AT BROOK RUN PARK 4770 NORTH PEACHTREE ROAD, DUNWOODY, GEORGIA 30338

MONDAY, OCTOBER 16, 2006 AT 10:00 P.M. Please note whether you plan to be a prime or subcontractor, and if you have any small business status.

NAME	COMPANY	ADDRESS PHONE N.	PHONE NUMBER	EMAIL	FAX NUMBER
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Page Sof S

DeKalb County
Confract No. 02-900545

DEKALB COUNTY
STANDARD FORM
NUMBER 7

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

DEMOLITION OF DESIGNATED STRUCTURES AT BROOK RUN PARK

FOR

DEKALB COUNTY, GEORGIA

INVITATION NO. <u>06-100027-ITB</u>

OWNER: DEKALB COUNTY, GEORGIA 1300 Commerce Drive Decatur, Georgia 30030

Revised April 19, 2006

Advertisement for **Bids**

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ADVERTISEMENT FOR BIDS

DEKALB COUNTY, GEORGIA

INVITATION NUMBER <u>06-100027-ITB</u>

Sealed proposals will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, Second Floor - Room 202, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on the 2nd day of November, 2006, at which time and place they will be publicly opened and read aloud, for furnishing all labor, materials, equipment, and all things necessary pursuant to Drawings, Specifications, conditions, etc., for demolition and disposal of five (5) structures identified as the therapy building, power plant and domitories 3, 4 and 5 at Brook Run Park including abatement of asbestos, mitigation of other hazardous and non-hazardous materials, salvage of materials, site security and safety, supervision and control of construction entrances and exits, utilities management, and site restoration.

Contract Documents, Drawings, and Specifications for this Work are on file and open for inspection at AGC Builders Exchange, 1940 The Exchange SE, Suite 300, Atlanta, Georgia 30339; F. W. Dodge Plan Room, 4170 Ashford Dunwoody Road, Suite 200, Atlanta, Georgia 30319; Reed Construction Data, Document Processing Center, 30 Technology Parkway South, Suite 500, Norcross, Georgia 30092-2912; Georgia Minority Supplier Development Council, The United Way Building, 100 Edgewood Avenue, NE, Suite 1610, Atlanta, Georgia 30303; National Association of Minority Contractors, 659 Auburn Avenue, NE, Suite 269, Atlanta, Georgia 30312; DeKalb County Park and Recreation Department, The Maloof Center - Room 200, 1300 Commerce Drive Decatur, Georgia 30030; and the Department of Purchasing and Contracting, The Maloof Center, Second Floor - Room 202, 1300 Commerce Drive, Decatur, Georgia 30030. A complete set of documents may be obtained from DeKalb County Park and Recreation Department, The Maloof Center - Room 200, 1300 Commerce Drive Decatur, Georgia 30030.

A non-refundable payment of \$50.00 is required for a complete set of said bid documents. Proposals will be considered only from experienced and well-equipped contractors.

BID BOND

Bids must be accompanied by an official bank check or Bid Bond in an amount of not less than twenty percent (20%) of the amount bid. Prior to beginning of construction, the successful

Bidder will file with the County a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the County; and furnish satisfactory proof of carriage of the insurance required.

PRE-BID CONFERENCE AND SITE VISIT

A pre-bid conference and site visit will be held at 10:00 a.m. on the 16th day of October, 2006 at Brook Run Park, 4770 North Peachtree Road, Dunwoody, Georgia 30338. Bidders are strongly encouraged to attend and participate in the pre-bid conference and site visit. Failure to attend the pre-bid conference can be cause for rejection of their bid. For information regarding the pre-bid conference and site visit, please contact Dave Butler at 404-371-2540.

OUESTIONS

All questions concerning the project shall be submitted to the Director of Purchasing and Contracting, The Maloof Center, Room 202, 1300 Commerce Drive, Decatur, Georgia 30030, in writing no later than close of business on October 23, 2006. Questions received by the Director of Purchasing and Contracting after this date will not receive a response.

LOCAL SMALL BUSINESS ENTERPRISE, MINORITY BUSINESS ENTERPRISE, WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including local small business enterprises, minority business enterprises and women business enterprises. The County's Local Small Business Enterprise, **Minority** Business Business Enterprise, Women Enterprise (LSBE/MBE/WBE)Opportunity Tracking Form is included in the Invitation to Bid. The current DeKalb County List of Certified Vendors is included as Exhibit B to the LSBE/MBE/WBE Opportunity Tracking Form of the Invitation to Bid. For details relative to DeKalb County's LSBE/MBE/WBE Opportunity, contact the Contract Compliance Office at 404-371-4795.

PROPOSALS MUST BE SUBMITTED TO DEKALB COUNTY DEPARTMENT OF PURCHASING AND CONTRACTING, THE MALOOF CENTER, SECOND FLOOR - ROOM 202, 1300 COMMERCE DRIVE, DECATUR, GEORGIA 30030. No bid may be revoked or withdrawn until sixty (60) days after the time set for opening the bids.

Construction must begin within ten (10) calendar days from the date of receipt of the Notice to Proceed, as evidenced by official receipt of certified mail or acknowledgment of personal delivery, and must be completed within 180 calendar days from and including the date of receipt of such notice.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES IN BIDDING, AND TO READVERTISE.

This 28th day of September, 2006.

DEKALB COUNTY, GEORGIA

Doyle Shaw, Director

Purchasing and Contracting

Instructions to Bidders

INSTRUCTIONS TO BIDDERS

GENERAL

1

Sealed proposals will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, Second Floor - Room 202, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on the 2nd day of November, 2006, for the demolition and disposal of five (5) structures identified as the therapy building, power plant and domitories 3, 4, and 5 at Brook Run Park including abatement of asbestos, mitigation of other hazardous and non-hazardous materials, salvage of materials, site security and safety, supervision and control of construction entrances and exits, utilities management, and site restoration according to the Drawings and Specifications entitled Demolition of Designated Structures at Brook Run Park on file in the DeKalb County Park and Recreation Department, The Maloof Center - Room 200, 1300 Commerce Drive Decatur, Georgia 30030 and the Department of Purchasing and Contracting, The Maloof Center, Second Floor - Room 202, 1300 Commerce Drive, Decatur, Georgia 30030. Drawings, specifications and proposal forms may be obtained from the DeKalb County Park and Recreation Department, The Maloof Center - Room 200, 1300 Commerce Drive Decatur, Georgia 30030 upon a non-refundable payment of \$50.00, for a complete set of said Drawings and Specifications. Proposals will be considered only from experienced and well-equipped contractors. Prior to beginning of construction, the successful Bidder will file with the County a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the County; and furnish satisfactory proof of carriage of the insurance required.

Construction must begin within ten (10) calendar days from the date of receipt of the Notice to Proceed, as evidenced by official receipt of certified mail or acknowledgment of personal delivery and must be completed within 180 calendar days from and including the date of receipt of such notice.

SUBMITTING BIDS

Bids are to be submitted on the proper form furnished by the County and shall be addressed to the DeKalb County Department of Purchasing and Contracting, The Maloof Center, Second Floor - Room 202, 1300 Commerce Drive, Decatur, Georgia 30030, sealed, dated and enclosed in an envelope appropriately marked on the outside Demolition of Designated Structures at Brook Run Park; Invitation No. 06-100027-ITB, marked with the name of the Bidder, and date and hour of opening.

RIGHTS RESERVED

The County reserves the right to reject any or all bids, to waive informalities and to readvertise. It is understood, and all bids are made subject to this agreement, that the County reserves the right to decide which bid be deemed lowest and best, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

For consideration as a responsible bidder, the proposed bidder shall have been the general contractor engaged in construction of facilities of similar character for at least two years. Bidder may be required to submit evidence setting forth qualifications which entitle him to consideration as a responsible bidder. A list of work of similar character successfully completed within the last two years may be required giving the location, size, and listing equipment available for use on this Work.

Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal, and may be cause for rejection. The County reserves the right to waive informalities.

No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the bids.

AWARD OF CONTRACT

The Contract, if awarded, will be awarded to that responsible bidder whose bid will be most advantageous to the County, price and other factors considered. The County is to make the determination in its sole discretion.

The Contract between the County and the Contractor shall be executed on the form attached, will be subject to all requirements of the Contract Documents, and shall form a binding contract between the contracting parties.

A Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract Price with a surety company satisfactory to the County, must be provided by the successful Bidder by a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 et seq.

The Contractor shall be required to furnish the County with satisfactory proof of coverage of the insurance specified in the General Conditions.

FAILURE TO EXECUTE CONTRACT

If the successful Bidder, after having been notified of the acceptance of his Bid, fails to provide within ten (10) days the required Payment and Performance Bonds, Certificates of Insurance, and to sign the Contract, the amount of the Bid Bond shall be paid over to the County as liquidated damages as costs of the bidding procedure. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

TIME AND LIQUIDATED DAMAGES

The Contract Time for completion of the Work for this Contract shall be as stated herein. For failure to complete the Work within this period, the Contractor shall pay the County liquidated damages in the amount of Five Hundred Dollars (\$500) for each calendar day in excess of the Contract Time unless an extension of the Contract Time has been obtained prior to the expiration date of the Contract.

LOCATIONS AND SITE

The site of the proposed Work is at the stated location(s) within DeKalb County, Georgia.

The Contractor shall accept the site in its present condition and carry out all Work in accordance with the requirements of the Specifications and as shown on the Drawings.

The Bidder shall, before submitting his Bid, visit the site and acquaint himself with the actual conditions and the location of any or all obstructions that may exist on the site.

The Contract Documents contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the County, or any other person, shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his bid, is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid.

The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations

contained in easements acquired by the County. All easements and rights-of-way documents are available for inspection in the office of the DeKalb County Clerk of the Superior Court, Real Estate Records, Ground Floor of the Courthouse Annex, 556 N. McDonough Street, Decatur, Georgia 30030.

The Contractor agrees not to file any claim against the County, its officials or employees and agrees that the Contractor shall not be entitled to damages of any kind for the failure of the County to obtain rights-of-way. The Contractor shall accurately locate above and below ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

LOCAL SMALL BUSINESS ENTERPRISE, MINORITY BUSINESS ENTERPRISE, WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including local small business enterprises, minority business enterprises and women business enterprises. The County's Local Small Business Enterprise, Minority Business Enterprise, Women Business Enterprise (LSBE/MBE/WBE) Opportunity Tracking Form is included in the Invitation to Bid.

In order for a Bid to be considered, it is mandatory the LSBE/MBE/WBE Opportunity Tracking Form be completed and submitted with bidder's bid.

The current DeKalb County List of Certified Vendors is included as Exhibit B to the LSBE/MBE/WBE Opportunity Tracking Form of this Invitation to Bid.

For details relative to DeKalb County's LSBE/MBE/WBE Opportunity, contact the Contract Compliance Office at 404-371-4795.

GEORGIA OPEN RECORDS ACT

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

NOTE TO BIDDERS

All bidders are required to submit copies of all relevant licenses required in the performance of this project with their bids. Also include copies of licenses of any subcontractors you plan to use on this project.

Contractor must have Certified Asbestos Supervisor on staff.

Contractor must have Registered Professionals, i.e., P.E. with structural engineering background.

Contractor must have prior experience with demolition projects on commercial/industrial sites and be prepared to manage all aspects of the project including hazardous materials management, site security and safety, and site restoration.

Contractor must provide references from prior work as Primary Contractor for demolition projects.

Contractor must have required Pollution Liability insurance.

Contractor will be required to have the following:

Experience with Lead Hazards and Lead-Based Paint Risk Assessment.

Accreditation for Asbestos sampling and abatement.

P.E., CHMM, and/or CIH certified professionals on staff to direct operations.

SALVAGED MATERIALS AND EQUIPMENT

All materials from buildings to be demolished, which are of salvaged quality, including piping, fittings, etc. and all equipment removed from the Work shall remain the property of the County. The Contractor will be required to reimburse the County monthly for any income derived from the sale/disposal of these items.

Proposal

3

Invitation No.06-100027-ITB

PROPOSAL

TO: The Board of Commissioners

of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined an annexed proposed form of Contract, the Specifications therein contained, and the Drawings therein referred to, and that he proposes and agrees that if his Proposal is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following unit prices, to wit:

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
001	THERAPY BUILDING: REMOVE SALVAGEABLE/ RECYCLABLE AND HAZARDOUS MATERIALS, DISCONNECT/ RELOCATE UTILITIES, INSTALL SECURITY/SAFETY CONTROL MEASURES, INSTALL EROSION MEASURE AS REQUIRED BY DEKALB COUNTY DEMOLITION PERMIT, DEMOLISH BUILDING, AND PERFORM SITE RESTORATION.	LS	LS		\$ 1,024,300.00
002	POWER PLANT: REMOVE SALVAGEABLE/ RECYCLABLE AND HAZARDOUS MATERIALS, DISCONNECT/ RELOCATE UTILITIES, INSTALL SECURITY/SAFETY CONTROL MEASURES, INSTALL EROSION MEASURE AS REQUIRED BY DEKALB COUNTY DEMOLITION PERMIT, DEMOLISH BUILDING, AND PERFORM SITE RESTORATION.	LS	LS		\$ 48,150.00

	r				
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
003	COTTAGE 3: REMOVE SALVAGEABLE/ RECYCLABLE AND HAZARDOUS MATERIALS, DISCONNECT/ RELOCATE UTILITIES, INSTALL SECURITY/SAFETY CONTROL MEASURES, INSTALL EROSION MEASURE AS REQUIRED BY DEKALB COUNTY DEMOLITION PERMIT, DEMOLISH BUILDING, AND PERFORM SITE RESTORATION.	LS	LS		\$ 93,100.00
004	COTTAGE 4: REMOVE SALVAGEABLE/ RECYCLABLE AND HAZARDOUS MATERIALS, DISCONNECT/ RELOCATE UTILITIES, INSTALL SECURITY/SAFETY CONTROL MEASURES, INSTALL EROSION MEASURE AS REQUIRED BY DEKALB COUNTY DEMOLITION PERMIT, DEMOLISH BUILDING, AND PERFORM SITE RESTORATION.	LS	LS		\$ 93,500.00
005	COTTAGE 5: REMOVE SALVAGEABLE/ RECYCLABLE AND HAZARDOUS MATERIALS, DISCONNECT/ RELOCATE UTILITIES, INSTALL SECURITY/SAFETY CONTROL MEASURES, INSTALL EROSION MEASURE AS REQUIRED BY DEKALB COUNTY DEMOLITION PERMIT, DEMOLISH BUILDING, AND PERFORM SITE RESTORATION.	LS	LS		\$ 83,600.00

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
006	DEMOLISH AND REMOVE EXISTING ASPHALT PAVEMENT, CONCRETE CURB, DRIVEWAY, DITCH, ETC.: DISCONNECT/RELOCATE UTILITIES, INSTALL SECURITY/SAFETY CONTROL MEASURES, INSTALL EROSION MEASURE AS REQUIRED BY DEKALB COUNTY DEMOLITION PERMIT, REMOVE EXISTING ASPHALT PAVEMENT, CONCRETE CURB, DRIVEWAY, DITCH, ETC. (DEMOLITION NOTES A AND B ON DRAWING SHEET C1.1) AND PERFORM SITE RESTORATION.	LS	LS		\$ 45,600.00
007	DEMOLISH AND BACKFILL PIPE TUNNELS USING CRUSHED/RECYCLED CONCRETE/BRICK AND PERFORM SITE RESTORATION.	LS	LS		\$ 10,600.00
008	BACKFILL MATERIAL: FILL MATERIAL TO BACKFILL EXCAVATIONS, DEPRESSIONS, AND PIPE TUNNELS. USE CRUSHED CONCRETE/BRICK FROM DEMOLITION OF STRUCTURES TO BACKFILL PIPE TUNNELS. BACKFILL EXCAVATIONS AND DEPRESSIONS USING CLEAN SOIL FROM A CERTIFIED SOURCE.	LS	LS		\$ 47,100.00

One million, four hundred forty five thousand, nine (\$1,445,950.00)

(State amount in writing on this line) hundred fifty & 00/100
Dollars (In figures)

In addition, a Unit Price for each of the following items is to be included should the County decide delete them from to add them to the "Base Bid."

	<u>Unit</u>	Unit Price
Alternate No. 1: Deduct from the Base Bid the following: Backfill Material: Fill material to backfill excavations, depressions, and pipe tunnels using crushed concrete/brick from demolition of structures. Recycled aggregate product must be 2-inch maximum crush-n-run containing no wood debris, metal or materials other than concrete and brick.	(LS)	Deduct \$30,000.00
other than concrete and ories.	(113)	Deduct \$
ASBESTOS CONTAINING MAT	ERIAL (ACM	(1)
Alternate No. 2: Add to the Base Bid the following: Fire Door Disposal	(EA)	Add \$\$75.00
Alternate No. 3: Add to the Base Bid the following: Pipe Insulation Disposal	(LF)	Add \$\$12.00
Alternate No. 4: Add to the Base Bid the following: Tank Insulation Disposal	(SF)	Add \$\$12.00
Alternate No. 5: Add to the Base Bid the following: Transite Window Panel Disposal	(EA)	Add \$\$80.00
Alternate No. 6: Add to the Base Bid the following: Transite Soffit Panel Disposal	(LF)	Add \$\$4.00
Alternate No. 7: Add to the Base Bid the following: Floor Tile Disposal	(SF)	Add \$\$2.00
Alternate No. 8: Add to the Base Bid the following: Ceiling Tile Disposal	(SF)	Add \$\$4.00

Alternate No. 9: Add to the Base Bid the following: Caulking Disposal	(LF)	Add \$	\$10.00	
Alternate No. 10: Add to the Base Bid the following: Roof Flashing Disposal	(LF)	Add \$	\$5,00	
Alternate No. 11: Add to the Base Bid the following: Spray-applied Fireproofing Disposa	1 (LF)	Add \$	\$7.50	
Bidder has examined the site of the propo Documents, and is satisfied as to the condi- to the requirements of the Contract Docume	tions to be enco		•	
No bid may be revoked or withdrawn until	sixty (60) days	after the time	set for opening	ng the bids.
Attached hereto is Bid Bond made by	Western	Surety Con		y company
listed in the Federal Register and license payable to DeKalb County, Georgia (or an of the above Bid, to-wit.		•		_
If this Proposal shall be accepted by DeKe satisfactory contract in the form of said payment Bonds, and furnish satisfactory Instructions to Bidders attached hereto wit then the County may at its option, determ thereupon this Proposal shall be null and (or an official bank check) shall be forfeited.	proposed Control or proof of the hin ten days fro nine that the un void, and the s	ract, give satistic insurance report the Notice andersigned about the stipulated	sfactory Perfo equired, as st of Award of t andoned the C in the attache	rmance and tated in the he Contract, Contract and
Bidder declares his intent to subcontract the and agrees that the use of any subcontract prior written approval from the County.				
It is Dore & Associate	es intention	to subcon	tract the	
asbestos abatement wo	rk or a port	ion thereo	f t o	
Diversified Enviromen	tal Managemo	ent, Inc. (MBE Firm)	

Bidder further declares that the full name and residence address of all persons and parties interested in the foregoing Bid as principals, are as follows:
Dore & Associates Contracting, Inc. Arthur M. Dore, President
900 Harry S. Truman Pkwy., Bay City, MI 48706
Are you a DeKalb County Firm? YES NO X
Signed, sealed, and dated this 21st day of November , 20 06.
Dore & Associates (Seal) Bidder Contracting, Inc.
By:Arthur M. Dore, President Arthur M. Dore
Name (Typed or Printed) President
Title 900 Harry S. Truman Pkwy., Bay City, MI 48706
Bidder's Mailing Address
(989) 684-8358 Phone Number
(989) 684-6663 Fax Number
dore@concentric.net E-Mail Address

LSBE Tracking Form

(Purchasing & Contracting Form No. 7, Page 1)



LOCAL SMALL BUSINESS ENTERPRISE, MINORITY BUSINESS ENTERPRISE, WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including local small business enterprises, minority business enterprises and women business enterprises. To achieve this purpose, the County would like to track and record with whom it does business. The form attached, "Exhibit A," records who performs work and renders services to the County. Participation is defined as prime contractor, subcontractor, or supplier to contractors performing work or rendering services to the County. Contractors are requested to indicate whether they are a Local Small Business Enterprise, Minority Business Enterprises and if not, contractors are requested to make a good faith effort to utilize Local Small Business Enterprises, Minority Business Enterprises and Women Business Enterprises (hereafter named as LS/M/WBE) as subcontractors on their projects.

(See "EXHIBIT A")

1. Bidder Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirement and conditions as set forth in the objectives and that reasonable efforts were made to support DeKalb County government in providing the maximum practicable opportunity for the utilization of LS/M/WBE consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

2. Utilization Commitment for Use of Local Small Business, Minority, and Women Business Enterprise

Each Bidder/Responder is requested to submit with their Bid or Proposal the Schedule Of Local Small Business Enterprise/Minority Business Enterprise/Women Business Enterprise Participation included in this Section as "Exhibit A."

Rev: 8-31-05

(Continued)



Rev: 8-31-05

"EXHIBIT A"

DEKALB COUNTY SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

F WORK Demolition		ting, Invitation/RFP No.	
My firm, as the prime bidder on the please indicate below the portion of	is unit of work, (is) (is work (including percentage	s not) X a LS/M/WBE. If of bid amount) that your firm	a nswer to this question is affirmative, a will carry out directly.
If the prime bidder is a joint ven participation to be provided by the			nture and level of work and financial
can be made in subcontractors listed	d below without prior writter	approval of the County.	f this contract, if awarded. No changes
Name of Subcontractor D	iversified Environ	nmental Mangement,	, Inc. (See Atlached Ce
Address 3339 W. Hosp:	ital Road, Chambl	ee, Georgia 30341	
Contact Person Mustafa	Adem	Telephone	(770) 622-2193
LSBE	MBE	X WBE_	
Type of Work/Contract Item	Asbestos Ab	atement	
Dollar Value of Agreement	\$ 300,000.00	approximately	
Name of Subcontractor			
Address			
Contact Person		Telephone	
LSBE	MBE	WBE_	
Type of Work/Contract Item			
Donar value of Agreement			

State of Georgia

HENDER BEINGER BEINGER

Department of Natural Resources

ENVIRONMENTAL PROTECTION DIVISION

This is to certify that

Diversified Environmental Management, Inc.

BRIMBRY AGENT Mustala Adem

Having satisfied the requirement of The Georgia Asbestos Safety Act (Q.C.G.A. 12-12-1, et seq and the ation, (Chapter 391-3-14 Rules for Aspectos Rein

Is Hereby Leensed as an

Asbestos Contractor

To Remove and Encapsulate Friable Aspestos Containing Materials

Primary Agent's Lidense Number 50066 Company Certificate Identification Number 20 - 0308 - 026 This Certificate may be subject to revocation, suspension, modification or antendment by the Director for cause including evidence of noncompliance; or for any misrepresentation made in the application; supporting data entered therein or attached thereto, or any subsequent submittals or supporting data; or any alterations affecting the ability to perform duties properly

Issue Date: March 7, 2005 Expiration Date: March 7, 2008 PRIMARY AGENT (1994)

Digitally signed by Maggie Williams Date: 2005.03.07 09:17:35 -05'00'

7 'S 7565 'S

Wa7115 God7 '67 'AOM

The County of Fulton Small Business Enterprise Program MFBE Certificate of Registration

This certifies that this firm has been registered by the Contract Compliance Office for participation in the Small Business Enterprise Program

DIVERSIFIED ENVIRONMENTAL MANAGEMENT, INC.

Company Name

3339 W. Hospital Avenue: Chamblee, Georgia 30341
City State

To May 2, 2007

May 2, 2006

Street Address

This registration may be suspended or revoked by the Office of Contract Compliance upon finding of inclipibility and said company is subject to examination at any time and may be required to supply additional information for review notwithstanding the issuance of this certificate.

Registration Area: Environmental Assessment/Emirocanental Consultants



MANTA PUBLIC S

Minority and Female Business Enterprise Program

M/FBE

Certificate of Registration

Contract Administration Office for participation in the Minority and Fenale Business Enterprise Program by the This firm has been registered as a certified African American Business Enterprise

Diversified Environmental Management

	aurich fundung) (mine			
3339 West Hospital Avenue	Chamblee GA	GA	A 30341		
Street Address	City			State	Zip Cod
From 6/30/06		J.	6/30/07		•

required to supply additional information for review notwithstanding the issuance of this gartificate. upon findings of ineligibility and said company is subject to examination at any time and may be This registration may be suspended or revoked by the Office of Contract Administration

89£0-90	
Certification Number	1

Certification Area Environmental consulting; hazardous materials

Contract Administrator

Metropolitan Atlanta Rapid Transit Authority



July 7, 2005

Mr. Mustafa Adem, President
Diversified Environmental Management, Inc.
3339 W. Hospital Avenue
Chamblee, GA 30341

Dear Mr. Adem:

The Metropolitan Atlanta Rapid Transit Authority (MARTA) has reviewed the information you submitted in support of your Disadvantaged Business Enterprise (DBE) Affirmation of No Change. Our evaluation of this information indicates that your company still meets the requirements for certification as a DBE as defined by the U. S. Department of Transportation's Regulation, 49 CFR Part 26.

Accordingly, your company has retained its certification until <u>July 7, 2008</u> for the North American Industry Classification System (NAICS) codes noted below:

541380	Testing Laboratories
541620	Other Management Consulting Services
541690	Other Scientific & Technical Consulting Services
562910	Remediation Services

The next DBE Affirmation of No Change will be forwarded to you three (3) weeks prior to your yearly anniversary date. The annual Affirmation of No Change request is intended to verify that no changes have occurred in the ownership, location, control or operation of your company during the previous year. Failure to provide accurate and current information may result in de-certification.

We look forward to working with you in support of MARTA's Disadvantaged Business Enterprise Program.

Sincerely,

Reginald K. Diamond

Manager of Economic Opportunity

lander Corack for

RKD/sc

3

OFFICE OF CONTRACT COMPLIANCE

January 13, 2006

Mr. Mustafa Adem, President Diversified Environmental Management, Inc. 3339 West Hospital Avenue Chamblee, GA 30341

RE: Vendor MBE Re-Certification

Dear Mr. Adem:

Congratulations, we have completed the evaluation of your company's documentation and determined that your firm does meet the DeKalb County guidelines for re-certification as a Minority Business Enterprise (MBE). Therefore, your firm is eligible to participate in the DeKalb County Government procurement process as a potential supplier.

Your firm will be certified for a period of one (1) year from the date of this letter. To continue your certification beyond the one-year period, you must annually submit the following:

- Notarized Application for Re-certification (Form #2000-001.1);
- · Most recent Corporate Federal Income Tax Return, and financial statement; and
- Any documents that substantiate changes to the ownership/control of your company during the previous year.

The certification renewal information should be delivered to the DeKalb County Contract Compliance Office at least two (2) weeks prior to the certification expiration date.

Please be advised, the Office of Contract Compliance reserves the right to schedule on-site inspections of any business certified under this program. Any change of address and/or telephone listing(s) during the certification period must be promptly reported to this department. Failure to keep us notified will result in your company's removal from our certified vendor files.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact me at (404) 371-4795.

Sincerely,

Bernetta M. Jones

Contract Compliance Officer



CITY OF ATLANTA

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

3

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens/pathaness.sov

May 17, 2006

Shirley Franklin

Mayor

Mr. Mustafa Adem Diversified Environmental Management, Inc. 3339 West Hospital Avenue Chamblee, GA 30341.

Dear Mr. Adem:

Your firm has been certified as an African American Business Enterprise (AABE) with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of two (2) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects. You may apply for recertification as an AABE utilizing a short form application if the short form is filed in the Office of Contract Compliance no later than March 30, 2008. Any request for certification following that date must be made utilizing the complete long form application for certification.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the ten-county Atlanta Regional Development Commission (ARDC) area: Cherokee, Clayton, Cobb, Dekalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Hubert Owens

Mayor's Office of Contract Compliance

HO/me

Certification: # 2006-180

Vendor:#

Phone:# (770) 622-2193

Fax:# (770) 622-2135

Business: Asbestos Abatement, Hazardous Material Management/Removal, Demolition



3

Department of Transportation

HAROLD E. LINNENKOHL COMMISSIONER (404) 656-5206

DAVID E. STUDSTILL, JR., P.E. CHIEF ENGINEER (404) 656-5277 State of Georgia #2 Capitol Square, S.W. Atlanta, Georgia 30334-1002

July 11, 2006

LARRY E. DENT DEPUTY COMMISSIONER (404) 656-5212

> EARL L. MAHFUZ TREASURER (404) 656-5224

Mr. Mustafa Adem, President Diversified Environmental Management 3339 West Hospital Avenue Chamblee, GA 30341

Dear Mr. Adem:

The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

Accordingly, your firm has been certified for a period of three (3) years beginning with the effective date of this letter and the expiration date is <u>July 7</u>, 2008.

Your Vendor ID Code is: 2DI477

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

NAICS Code 541380

Testing Laboratories

NAICS Code 54162

Other Management Consulting Services

NAICS Code 54169

Other Scientific & Technical Consulting Services

NAICS Code 56291

Remediation Services

You will receive an annual Affidavit and Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. This Affidavit and PFS must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.

If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change immediately in writing.

Sincercly,

Michael G. Cooper

Equal Opportunity Division Director

(Purchasing & Contracting Form No. 7, Page 3)





CHECKLIST FOR GOOD FAITH EFFORTS

A bidder that does not neet the owner's LS/M/WBE participation objectives is required to demonstrate that it made reasonable "good faith efforts." Please indicate whether any of these actions were taken towards this end.

	Yes	<u>No</u>	
1.	_		Advertisement for solicitation of LS/M/WBE in general circulation media, trade association publications, and minority-focus media, to provide notice of subcontracting opportunities.
2.	_	_	Providing written notice of LS/M/WBE that their interest in subcontracting opportunities or furnishing supplies is solicited.
3.	 ;	_	Efforts made to divide the work for LS/M/WBE sub-contracting in areas likely to be successful.
4.			Efforts made to assist potential LS/M/WBE sub-contractors meet bonding, insurance, or other governmental contracting requirements.
5.		_	Utilization of services of available minority community organizations, minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LS/M/WBE.
6.			Communication with the Division of Contract Compliance seeking assistance in identifying available LS/M/WBE.
7.	_	_	Joint venture opportunities.
8.			Other actions (specify in space below)
Please	e explain	any no an	iswers (by number)
docur identi	nents, to	wards ass	and by nom eans exhaustive. The Co unty will review these efforts, along with other sessing the contractor's efforts to meet the owner's goals. If you require assistance in one fide LS/M/WBE, or require assistance in completing this form, please contact the ting Department Contract Compliance Division @ Phone No. 404-371-4795.
Firm	Name (Pl	ease Prin	t):
Firm'	s Officer	:	
Telep	hone Nur	mber:	
(Cont	inued)		Rev: 8-31-05

3

(Purchasing & Contracting Form No. 7, Page 4)

LOCAL SMALL BUSINESS ENTERPRISE, MINORITY BUSINESS ENTERPRISE, WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shalln ot discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LS/M/WBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LS/M/WBE(s) listed in this Exhibit A, which are deemed by the Owner to be legitimate and responsible LS/M/WBE(s). Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Signature	Title President
Date November 21, 2006 Telephone Number	(989) 684-8358
Firm or Corporate Name Dore & Associates Contracting	g, Inc.
Address 900 Harry s. Truman Pkwy., Bay City	, MI 48706

Rev: 8-31-05

List of Certified Vendors

Office of Contract Compliance Certified Vendor Report

EXHIBIT B

Name of Business	2 M Management Group d/b/a Sandy Springs LawnScapes		3R Ribbon Reload & Recycle, LLC		A & S Paving, Inc.		A Blessed Cleaning Service, Inc.		A Unique Cleaning Service		A. Platt Company		Accou-Wall interiors, Inc.	
Address	1146 Davis Road SE	Smyma GA 30080	229 Manyanet Street	Atlanta GA 30315	2747 S. Stone Mountain-Lithonia Ro	Lithonia GA 30058	349 Heathrow Drive	Riverdale GA 30274	3830 Conley Downs Drive	Decatur GA 30034	4246 Indian Manor Drive	Stone MountailSA 30083	4840 Old National Highway	College Park GA 30337
6	Voice:	TeX:	Voice:	Fax:	Voice:	Fax:	Voice:	Fax:	Voice:	Fex:	Voice:	Fex	Voice:	Fex:
Contact	e: 404 255-7000		9: 404 888-7277		: 770 482-1597		678 575-4637		678 613-5329		404 292-7167		404 559-1770	
Type of Business	Landscaping Company		Remanufactures printer cartridges.		Asphall paving, storm drain, water and		Commerce & residential cleaning,		Cleaning service for realdential, commercial and construction.		Right of way Acquisition Services.		Acoustical callings walls and doors,	meintenance.
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Certific E LSB											S		רו	
Certified MBE LSBE FBE	KS)				()				S		S)			

	Alternative Staffing, Inc.	Alpha & Omega Flooring, Inc.	Alison Distributors	Alien Vigil Ford	Allain & Associates, Inc. Architects	AirTab, Inc.	Aiken Globel Group, LLC	Accurs Engineering & Consulting Services, Inc.	Name of Business
Suite 233 Dukuth GA 30006-4658	3575 Koger Boulevard	589 Mein Street Suite E Stone Mountailis 30063	4507-J Mills Place Atlanta GA 30336	5557 Tara Boulevard P.O. Box 547 Jonesboro GA 30237	100 Peachtree Street, NW Suite 1930 Atlanta GA 30303	3300 Marjan Dr. A-1 Atlanta GA 30340	1514 East Cleveland Avenue Suite 107 East Point GA 30344	3342 International Park Drive Atlanta GA 30316	Address
Fax:	Voice: 770 491-3397	Voice: 770 408-7855 Fax:	Voice: 404 472-1650 Fax:	Voice: 770 741-7801 Fax:	Voice: 404 888-0157 Fax:	Voice: 770 454-5984 Fax:	Voice: 404 884-7172 Fax: 404 884-7173 acaltan@altenglobal.com	Voice: 404 241-8722 Fax:	Contact
	Temporary personnel service.	Ficoring installation & sales.	Small wholecate business alkaline, tentern and military batteries, Fluorescent lighting, portable generators.	New & used which sales, vehicle parts and service, and sulo body repair.	Consultants	HVAC, Building Commissioning, Air Balancing, Susialinable Design, and Energy Management.	Full service consulting firm federal, municipal and state agencies and organizations.	Geotechnical Engineering, Construction, Inspection, Teeting and Quality Assurance	Type of Bustness
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	<u>(3)</u>	(5)				83)	Ü	63)	Certified WRE LSRF WRF

Brown Design Group, Inc.	Brindley Pieters & Associates, Inc.	BEP industrial Lubricants	BECAF Consulting	Bay Electric Company, Inc.	BAT Associates, Inc.	828 Enterprise Applications, Inc.	B.E. Guthrie Construction Co., Inc.	Name of Business
3099 Washington Road East Point GA 30344	Suite 1430 225 Peachtree Street, NE Attente GA 30303	4088 Wintersweel Dr. Decatur GA 30034	3485 North Depart Drive Building 2, Sullie 209 Attenta GA 30316	3435 Martin Farm Road Suwanae GA 30024	5151 Brook Hollow Parkway Suite 250 Norcross GA 30071	200 North Point Center East Suite 200 Alpharetta GA 30022	, 2490 Columbia Drive Decatur GA 30034	Address
Voice: 404 599-1805 Fax:	Voice: 404 224-8260 Fax:	Voice: 770 808-0919 Fax:	Voice: 404 788-5454 Fax:	Voice: 678 548-2842 Fax:	Voice: 770 242-3808 Fax:	Voice: 678 597-3202 Fax:	Voice: 404 286-2277 Fax:	Contact
Architecture and Engineering.	Engineering Services, Public Works and Related Services.	19 Distributor of lubricating oils, greases, cutting fluids and hydraulic fluids.	54 Professional Engineering Consulting.	942 Electrical and general construction contractor. GDOT DBE Certification.	908 Consultants Hazardous Waste Management & Related Services.	Applications, Integrations, Computer Systems Design and Related Services, ERP/ CRW EAL. DOT Certified Vendor Expires 2.11.07	2277 Residential and Commercial Construction and Building.	Type of Business
(S)	S	(5)	83		ß			5
		U			u			Certif
C)	0			0		0] []	Certified MBE I CBE

	Corporate Temps	Corporate Environmental Risk Management, Inc.(CERM)	Construction Control Services of Georgia, LLC	Concept III Communications, Inc.	Concept 2000 Technology, Inc.	Computer Intelligience 2, Inc.	Comprehensive Computer Consulting	Ciffon Harrison, CPA, PC	Name of Business
Tucker GA 30084	3145 Tucker-Norcross Road #206	2115 Monroe Drive Suite 110 Atlenta GA 30324	3491 Buckheed Loop Atlanta GA 30326	1241-D Moreland Ave, SE Atlanta GA 30316-3183	3130 Northchaster Place Lithonia GA 30038	1642 Power Ferry Road Atlanta GA 30067	7000 Central Parkway, Suite #1000 Attenta GA 30328	1730 Mt. Vernon Rd-Suite G Dunwoody GA 30338	Address
	Voice: 770 934-1710 Fax: 770 934-5127	Voice: 770 934-9290 Fax: 678 999-0196	Voice: 770 645-5880 Fax: 770 645-5882	Voice: 404 824-1940 Fax:	Voice: 770 808-5832 Fax:	Voice: 770 425-2267 Fax:	Voice: 770 512-0100 Fax: 770-512-0101	Voice: 770 804-1314 Fax:	Contact
	Professional staffing and consultation firm.	Environmental engineering, construction, and management services.	Construction management services cost estimating, scheduling, value engineering, constructability/design review, quality assurance and quality control.	Wireless push to talk radio cellular phones, immate pey phone systems.	Specializas in technology solutions, hvac installation and maintenance, automated building systems, electrical systems, telecommunications, access control systems & technology-consulting	Computer and tachrology support and consultations.	Information Technology: Softwared development and systems analysis, provides professional staff for contracts, temporary or permanent work.	CPA, taxes, financial statements.	Type of Business
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	П				S			(5)	12
			5			(S)	(5)		WBE

	DesmearSystems, Inc.	Deion Hampton & Associates, Chartened	Dekalb Physical Therapy Associates, Inc.	Decatur Capital Management Inc.	Davis & Associates, Inc	D. Clark Harris, Inc.	Courseault Commercial, Inc.	Costing Services Group, Inc.	Name of Business
Tucker GA 30084	2130 Levista Executive Park Drive	299 Peachtree Street NE International Tower, Suite 15 Atlanta GA 30303	1462 Montreel Road Suite 118 Tucker GA 30084	250 E. Ponad De Leon Avenue Suite 325 Decetur GA 30030	235 Peachtree Street NE Suite 400 Atlanta GA 30303	225 Banks Road Fayetteville GA 30214	2381 John Glenn Drive Atlanta GA 30341	1447 Peachtree Street, NE Suite 209 Atlanta GA 30309	Address
Fex:	Ģ	Voice: Fax:	Voice: Fex:	Voice: Fax:	Voice: Fax:	Voice: Fax:	Voice: Fax:	Voice: Fax:	Ω
	770 908-2711	404 524-9030	770 491-1363	404 289-7220	404 287-2375	404 218-3453	: 678 209-5900	: 404 815-9555	Contact
	Engineering and construction.	Consulting engineering firm specializing in program and construction management, civil and structural engineering, design services for building structures.	Physical therapy and rehabilitation services.	Investment &financial advisors, accountants, auditors, real estate consultants, securiti es and bonding services, but & property mgmt services	Construction management & general contracting.	Program/project construction management consuling services for facily, transportation & water/westewater design & construction. Specialized excertise in contract administration.	General construction, sile development, land surveying, real estate environmental services, and project management.	Prepares construction cost estimates, performs value engineering and facility evaluations.	Type of Business
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				(C)			S		ertifie LSB1
			נו			(3)		80	Certified MBE LSBE WBE

Name of Business	Address	Ω	Contact	Type of Business	MBE	Certified E LSBE	Certified MBE LSBE WBE
Express Personnel Services	4360 Chamblee Dunwoody Road Suite 113 Atlanta GA 30341	Voice: Fax:	; 770 458-8844	Full service personnel staffing agency. Temporary and permanent staffing services.		(S)	۰
F.M. Shelton, Inc.	972 Donnetty Avenue Suite #2 Attenta GA 30310	Voice: Fax:	: 404 755-0448	Mechanical and industrial supplies, gunla materials, electrical and water and sewer materials.	S		S
Four Sessons Trucking, Inc.	3103 Wesley Bend Decatur GA 30034	Voice: Fax:	770 482-7765	Hauting and Trucking.	S	٥	ß
Fox Environmental	262 Forkner Drive Decatur GA 30030	Voice: Fax:	404 441-7588	Environmental consulting.		8	83
Frankle Thompson Enterprises, Inc.	3387 Bankheed Highway Lithie Springe GA 30122	Voice: Fax:	770 948-8337	Industrial eupplies pipes, valves, generator motor pumps, hvac system and lighting systems.	(5)		П
Fuentes Enterprise, inc. d/b/s Interprint, inc.	2620 Park Central Blvd. Decatur GA 30035	Voice: Pax:	770 987-7400	Printing	(5)		٥
Full Circle Communications, LLC	1861 Jackson Square Attenta GA 30318	Voice: Fax:	404 210-0253	Community & public relations, marketing, and grant writing services.	(5)		S
G&D Enterprises	483 Arbor Ridge Drive Stone Mountai&A 30087	Voice: Fax:	770 498-8501	Janitorial and cleaning services. Residential and commercial painting.	(80	S

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Name of Business Hayes Security Services HFJ Concrete Construction HFJ Concrete Construction	Address 4632 Jackybell Trail Decalur GA 30034 PO Box 1164 Stone Mountails 30066 1599-A Memorial Drive Suite 127-A	Con Voice: Fax: donneye Voice: Fax: Voice: Fax:	Contact Voice: 770-861-0045 Fax: doningre-2000@comcast.net Voice: 404 925-0414 Fax: Voice: 404 329-4576 Fax:	Type of Business Security Guards and Protection Se Security Guards and Protection Se Proving and finishing concrete, fine grading and demolition commercial residential. Provides contract food services, cat services & food service managements	and Protection Services and Protection Services hing concrete, fine offition commercial and food services, catering ervice management.		
Hom of Plenty Hospitality, LLC HR Management Solutions, Inc.	1598-A Memorial Drive Suite 127-A Atlanta GA 30317 3475 Lenox Road, Suite 660 Atlanta GA 30326	Voice: Fax: Voice: Fax:	404 329-4578	Provides contract services & food s	contract food services, calering & food service management. securces management ing.	ntract food services, calering bod service management. urces management	ntract food services, catering bod service management.
Imagann Cleaning Service, Inc.	2640 Lithonia industrial Bivd Lithonia GA 30056	Voice: Fax: maganite	Voice: 770 484-8141 Fax: Imagemoteen@men.com	Janitorial Services	Services.	Services.	ŕ
Impect Solutions Consulting. Inc.	1701 Barrett Lakes Blvd., Suite 200 Kennessw GA 30144	Voice: Fax:	770 795-0025	Consulti	Consulting for business intelligence, deta warehousing, reporting, data moving.	į	ress intelligence, deta ring, deta moving.
Indigo Arts, Inc.	2331 Fourth Street Suite 104 Tucker GA 30084	Voice:	770 939-0195	Graph	Graphic dealgn and printing.		printing.
Integrated Office Solutions, Inc.	367 Mecadonia Rd Atlanta GA 30354	Voice: 4	404 385-4110	inform inopu	Information technology services, triagration, hardware and software sales, web development and data	Information technology services, integration, hardware and software sales, web development and data	

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Name of Business	Integrity Insurance Agency.	Inc.	Interprint, Inc.		Intouch Telecommunications,	Inc.	J.W. Robinson & Associates.	Inc.	Jackson Cleaning Services. Inc		JAT Consulting Services, Inc.		JATECH and Associates, Inc.		JLM Risk Management Group	
Address	286 SW Hwy. 138	Suite E Riverdate GA 30274	2620 Park Central Blvd.	Decatur GA 30035	1401 Peachtreet Street	Suite 236	1020 Raiph David Abernathy Boulev	Atlanta GA 30310	4392 Cedar Ridge Trail	Stone MountaillA 30083-8815	1301 Shiloh Road, NW	Suite 1430 Kennesaw GA 30144	5026 Snapfinger Woods Drive	Suite 103 Deceitur GA 30035	200 Peachiree Street	Suite 501
Contact	ü	Fax:	Voice: 7701 Fax:		Voice: 404	Fax:	Voice: 404 7	Ē	Voice: 770 5		Voice: 770 9	Fax:	Vojce: 404 B	Fax: 404 892-1218	Voice: 404 87	ration diministragmi.com
	578 804-0018		770 967-7400		404 872-4422		404 753-4129		770 593-8868		770 975-7359		404 892-1911	-1218	404 874-2929	ekmgmt.com
Type of Bustness	Insurance products.		Color Printing.		Communications technology, talecommunications, network cabling	infrastructure, octv. video survelance.	Construction design/build.		Commerical cleaning of small and medium size office buildings.		Financial & management consulting services to A/E & construction industries	8 governmental agencies.	General construction and environmental services.		Insurance broker.	
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Maristaff, Inc.	Maivada Consulting Group	Long Engineering, Inc.	Logical integrations, Inc.	Logic 1 Consultants, Inc.	Lewis Trucking & Grading, Inc.	Lewellen Construction Company, Inc.	LCW Engineering, Inc.	Name of Business
560 West Crossville Road Suite 201 Roswell GA 30075	4165 Chapal Mill Way Decatur GA 30034	2550 Heritage Court Suite 100 Atlante GA 30339	1805 Old Alabema Road Suite 300 Roswell GA 30076	5375 Koweta Road College Park: GA 30349	7785 Old Covington Highway Lithonia GA 30058	151 Bells Ferry Lane Marietta GA 30086	1950 Greensbrooks Close Stone Mountailis 30088	Address
Voice: 678 739-0009 Fax: 678 739-0020 bdanle@maristeff.com	Voice: 770 981-1838 Fax:	Voice: 770 951-2465 Fax: 770 951-2496 cadema@longeng.com	Voice: 770 641-5650 Fax: 770 641-5650 sales@logicalintergrations.com	Voice: 770 989-6306 Fax: 770 969-6306 sthomas@fici.com	Voice: 770 482-4001 Fax: 770 482-7828 mwitherspoon@lewistruckingendgr	Voice: 770 426-8667 Fax: 770 423-9411 peggy@lewallenconstruction.com	Voice: 678 860-3018 Fax:	Contact
Temporary help service.	Marketing & communications, public/community outreach programs.	Land development, storm water management, utility systems, traffic and transportation, land surveying and NPDES compliance.	Computer solutions & training, oracle, Slabel & Web-based Forms Services, Multi-lingual initiatives.	Rental or lease services of equipment office, photographic, printing, radio/television/telephone equipment.	Grading, underground utility, demoittion, contract hauting, site developmen.! dgr	Concrete construction, sidewalk, bicyfce path, and sixeetscape projects.	Professional engineering & design services public works infrastructure.	1 3
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Monday,
September
11, 2006

Name of Rusiness	Address	Contact	Type of Business	Ce MBE	Certified MBE LSBE WBE	WBE
LOC Consulting	2618 De Vinci Blvd.	Voice: 404 284-8303	Information technology and marketing	(3)	53	K
		Fax:				
	Decatur GA 30034					
MedPro Personnel, Inc.	1935 Cliff Valley Way	Voice: 404 633-8280	Medical & professional staffing services.			(5)
;	Suite 225 Atlanta GA 30329	Fax: 404 633-9856 info@medpropersonnel.com				
Meeting Consultants, Inc.	5591 Chambles Durwoody Road	Voice: 770 399-3199	Providers of conference & housing registration and managers of conference			(5)
	Bidg. 1350 - Suite 100 Atlantia GA 30036	Fax:				
Metals & Materials Engineers	1039 industrial Court	Voice: 678 739-2000 Fax: 678 482-9677	Consulting services, engineering services, sampling and sample services and testing calibration services.	53		
	Summer GA 30024	peters@mmelab.com				
Metro Records Management,	17 Executive Park Drive	Voice: 404 321-1010 Fax: 404 321-1886	Consulting & training services.	(5)		5)
•	Attents GA 30329	te aque Om sice n'eraphie.com				
Micron Holdings	3433 Lionsgete Court	Voice: 770 484-1677 Fax:	Holding company for real estate, european furniture experters, sales of art and artifacts.	53		ß
	Lithonia GA 30038			!	l]
MKC Enterprises, Inc.	5856 New Peachtree Road	Voice: 770 457-1431 Fax: 770 457-9752	Hazardous waste management.			5
	Doravitie GA 30340					
Moonshower's Inc	99 Pheseard Drive	Voice: 770 850-1911 Fax:	Right of way & essement acquisition, relocation, title research, appraisal, project management.			5
	Marietta GA 30067					

Name of Business	Multey Engineers & Consultants	Neil Engineering, Inc.	Nevis Securities, LLC	Nextard Communications, LLC	Noble & Associates Consulting, Inc.	NXL Construction Services.	Oasis Construction Company	Omni Enterprises, Inc.
Address	1255 Canton Street Suite G Roserell GA 30075	2828 Heather Row Ridge Libum GA 30047	1180 W. Peachtree Street Suite 1150 Atlanta GA 30309	1223 Greenridge Lane Lithonia GA 30058	4355 J Cobb Parkway # 217 Atlanta GA 30339	9801 Durnwoody Place Suite 300 Atlanta GA 30350	5026 Snapfinger Woods Drive #103 Decatur GA 30035	4231 Tumbeny Trail Rosuell GA 30075
Contact	Voice: 919 836-4800 Fax: 919 836-4801 abarton@mulkeyinc.com	Voice: 770 736-3180 Fax:	Voice: 678 298-2006 Fax: 678 296-2011 mhefin@nevisescurilies.com	Voice: 678 475-0251 Fax: 770 365-1971 cell #	Voice: 404 374-3394 Fax: 404 456-4916 president@nobleadvantage.com	Voice: 478 207-1450 Fax:	Voice: 770 842-2838 Fax: 770 642-2839 majdz@charter.net	Voice: 678 360-7697 Fax: 770 567-4478 omni@comcast.net
Type of Business	Engineering consultant	Architect-engineering, water-resources, waste-water, atom water management, highway & aviation project management & construction management & facility management	Investment banking & bond underwriting, financial services and financial consulting.	Amanaged network services, staff supporting telecome, data network engineering, and operations.	Analytical consulting services, specializing in oracles & sep software implemetations.	Construction engineering and management.	Construction quality assurance, landfill specialist, and construction management.	Distributor optimal source for competitively priced specialty "Niche" Products.
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	PerryTech, LLC	Peachtree Telecommunications International, LLC	Peachiree Spring Water	Pat Mathie Construction	Partitions, Inc.	Penoia Enterprises, Inc.	P. M. Marketing, Inc.	One Stop Design	Name of Business
Stone Mountaids 30088	1588 Linksview Close	5835 Peachiree Corners East Suite B Norcross GA 30092	P.O. Box 1541 Mableton GA 30126	1810 Mills B. Lene Blvd. Sevannah GA 31405	911 Montreal Road Clarkston GA 30021	2918 Pacific Drive Norcross Ga 30091	207 Village Place Marietta GA 30067	4525 Glenwood Rd., Ste. G8 Decatur GA 30032	Address
rex:	Voice: 770 901-7947	Voice: 770 242-1970 Fax: 770 242-0818 kaysiawan@peachinestelecom.co	Voice: 770 437-9170 Fax:	Voice: 912 236-0099 Fax: 912 236-0055 pmathisco@aol.com	Voice: 404 299-0112 Fax: 404 299-8826 sjines@partitionsgc.com	Voice: 770 441-8202 Fax:	Voice: 770 225-9396 Fax:	Voice: 404 288-7794 Fax:	Contact
	Hesting, Refrigeration and Air Conditioning Service.	Distributor of Telecommunications Products.	Bottled Water & Water Coolers	General Construction & Concrete Masonry.	Commercial Contractors: Office Interiors . Demolition & Rebuilding, Partitioning, Painting & West Coverings, electrical Contracting & Milleroriting.	Mechanical contracting installation plumbing, heating and air conditioning.	Advertiving brand Loyetly Solutions, Concept Development, Graphic Design, Logos. Product Display, Exhibit, Museum Design, ilustration and Brochurus.	Printing, graphic design and layouts.	Type of Business
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Name of Business	Phoenix Solutions, Inc. 23	Pinnell Brown Construction. 28 inc.		r Environmental	Un Un	Positive Promotions LTD 280	À	Precision Vision 862	Atlanta	Premier Electric Supply, Inc. 102	Attento	Professional Electrical Service 369	Stoc		Professional Technology 3488 Integration
Address	2308 Highway 81 South Suite B Logenvill GA 30052	285 Centennial Olympic Park Dr. 87	Atlanta GA 30313	6067 Roosevett Highway	Union City GA 30291	2860 Washington Street	Avondale Esta ©A 30002	862 ML King Jr. Drive, NW	inte GA 30314	1024 White Street	nta GA 30310	369 Young James Circle	Stockbridge GA 30281	3485 Higheroff Circle	
Contact	Voice: 770 486-0468 Fax: 770 486-0471	Voice: 404 563-3582 Fax: 404 223-3168	•	Voice: 770 306-0100	contact_pag@baffsouth.net	Voice: 404 298-7680 Fax: 404 298-7914		Voice: 404 523-8012	r BX:	Voice: 404 753-8900	jammogriff@aol.com	Voice: 404 217-2742	hax: or o zonoce: buseydo@netzero.com	Voice: 678 640-9673	
Type of Business	Surveying, Mapping and Subsurface Utility Engineering.	Construction services general and heavy, road and highway equipment and construction.	CAN INFO MACINETY		studies, public involvement.	Television and video production. Full service technical production support.	COM	Optical services, supplies & finishing lab.		Retail and Wholesele Supply of Electrical Cables and Wires/Electrical Equipment.		Electrical Contracting.		IT Consulting, software/database applications development; Internet and	
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Certified MBE LSBE WBE	۵			П		83									

of Business	Address	Contact	Type of Business	Cel MBE	Certified MBE LSBE F/BE	WBE
Profege' Alliance Security Services, Inc.	859 Aubum Ave NE Suite 241	Voice: 404 584-8576 Fax: 404 584-8577	Security guard, security patrol, services & electronics, access installation, consulting services and educational services.	3	□ (3)	(5)
Q Solutions, Inc.	3	Voice: 770 939-6500 Fax: 770 938-6699	Civil and environmental engineering detabase management and analysis, water & sewar hydraulic systems modeling.	(5)		í S J
R. Powell & Associates, Inc.	1312 Killian Way	Voice: 770 805-0409 Fax: 770 806-0143 alise@rpowell.com	Engineering & business consultants.	S		
R2T, inc.	rk Creek Dri	Voice: 770 569-7038	Environmental & civil engineering consulting.	(3)		(2)
Ram Tool & Supply Company. Inc.	Alpharetta GA 3005 2439 Mountain Industrial Bhd. Tucker GA 30064	Voice: 770 270-1300 Fax: 770 270-8400 Inicks@ram-tool.com	Builder Supplies, Tools, Hardware, Lumber, Mederials, Machines.			(5)
Randolph & Company, Inc.	4382 Campbellon Road, SW Atlanta GA 30331	Voice: 404 349-2952 Fax: 404 349-2954 hankran@hotmel.com	Contracting Underground Utilities.	(S)		
Raymond Engineering-GA, LLC	minerce Dr GA	Voice: 770 483-8682 Fax: 770 483-8082 rramos 1976@sol.com	Engineering.	S		
Resonable Waterproofing	2791 Standust Court Decatur Ge 30034	Voice: 404 284-2540 Fax: 404 289-1135 bobbydan@netscape.com	Residental and commercial waterproofing.	83		
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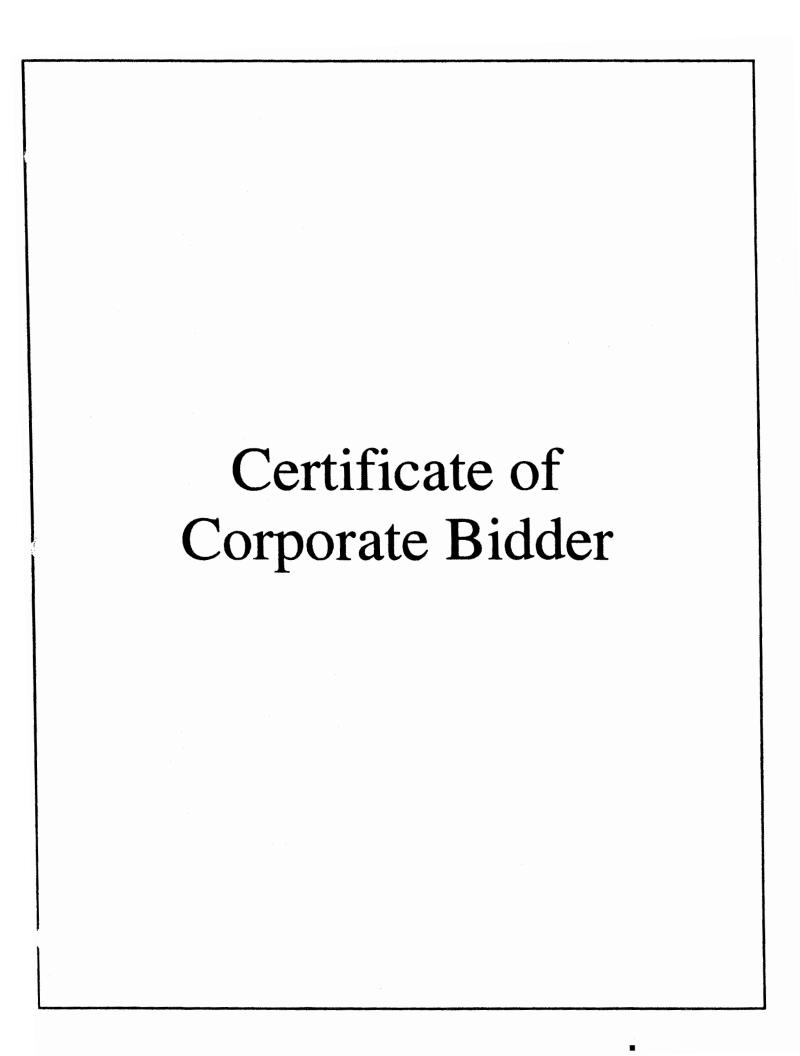
Schofield Interior Contractors	S. L. King Technologies, Inc.	S. L. King & Associates, Inc.	S & R Associates, Inc.	Rolanka international, Inc	Riley Contract Solutions, LLC	Richard & Wittschiebe Architects	Resurgens Risk Management, Inc.	Name of Business
1234 Bellaire Drive Atlanta GA 30319	225 Peachined Street NE South Tower Suite 1600 Atlanta GA 30303	225 Peachiree Street, NE South Tower, Suite 1600 Atlanta GA 30303	1774 W. Nancy Creek Drive Atlanta GA 30341	155 Andrew Drive Suite 100 Stockbridge GA 30281	Atlanta GA 30306 2289 Amber Willy Decision GA 30032	peon Street	1201 Peachtree Street N.E. 400 Colony Square, Suite 17 Attents GA 30361	Address
Voice: 404 262-1173 Pax: 404 262-1174 bettalredrive@sol.com	Voice: 404 832-4950 Fax: 404 832-4853 jchester@slidngtech.com	Voice: 404 524-5800 Fax: 404 594-1790 knbowers@sking.com	Voice: 770 454-6757 Fax: 770 455-6762 diszick@srassociates.com	Voice: 770 506-8211 Pax: 770 506-0391 tech@rotenks.com	Voice: 404 212-0670 Pax: 404 212-2280 rileycallo@bellsouth.net	Voice: 404 686-2200 Fax:	Voice: 770 484-8788 Fax:	Contact
Interior Construction	Business management consulting and technology.	Professional services for electrical and mechanical engineering. Plumbing. HVAC and fire protection.	Project mangement consulting & training.	A Supplier of netural, blodegradabel erosion & sediment control, soil bloengineering, landscapes and gardening products.	Consulting services for government agency, small business, procurement services, perpenation bids, and proposate.	Architecture, meeter planning and interfor design.	Fuil service insurance & financial services.	Type of Business
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Name of Business	Address	Contact	Type of Business	C MBE	Certified E LSBE	WBE
SD & C, Inc.	6152 Windsong Way	Voice: 770 935-4581			S	Ü
	Stone Mountails 30087	FMC	Services.			
Sherril Foundation	1470 Ceder Ridge Way	Voice: 770 323-8303	Concrete contractor, demolition, sidewalke, curbe, and gutters.		K 3	
International	Stone MountalSA 30063	T BX:				
Sids Sewer & Drain, Inc.	1771 Campbellon Road SE	Voice: 404 887-1133	Plumbing, backslow teeting septic installs and repairs also excavation.	(S)		
	Atlanta GA 30331	sidsewer@yahoo.com				
Skybridge Global, Inc.	161 Village Parkway	Voice: 770-373-2300	ERP Consulting Group	S		
,	Building 7 Marietta GA 30057	Fax: sshah@skybridgeglobal.com				
Software Paradigms	5 Concourse Parkway	Voice: 678 821-7854	IT Consulting Firm	S	ü	S
International	Suite 600 Attenta GA 30326	Pax: 678 921-7659 dane.martis@spiportal.com				
Soll & Environmental Teeting Services, Inc.	3300 Marjan Dr.	Voice: 770 986-0977 Fax: 770 936-0247	Civil Engineer and Construction Management testing.	K)		
	Atlanta GA 30340	jeto Quetaintemational. com				
Southern Creacent Personnel	7179 Jonesboro Road	Voice: 770 968-4802	Staffing service, professionals for medical, dental, and administrative	K		Ü
	Suite 101 Norrow GA 30280	Fax: 770 968-4606 kpais@scp-jobs.com				
SRM Group, LLC	101 Marietta Street		Management Consulting and Construction Management			
	Suite 3330 Atlanta GA 30303	Fax: 404-581-5540 sprabhu@arm-group.com				

TDC Systems Integration, Inc.	T. O. Starks & Assoc.	Synergy America, Inc.	Sycamore Consulting, Inc.	Superb Connection, Inc.	Street Smarts, Inc.	Steele Program Managers, LLC	Staltworth Mechanical Contractors, Inc	Name of Business
2875 Springhill Parkwey Smyrna GA 30080	4579 Klondike Roed Lithonia GA 30038	6340 Sugariosi Parkwey Suite 140 Dulath GA 30097	909 Church Street Decatur GA 30030	5241 Golf Valley Way Stone Mountails A 30088	3090 Premiere Parkwey Suite 200 Duiuth GA 30097-4904	5295 Highway 78 Suite D294 Stone MountailSA 30067	3106 Bankhead Highway Atlanta GA 30318	Address
Voice: 770 805-9300 Fax: 770 805-9326 Idozier@idosi.com	Voice: 770 322-9919 Fax: 770 322-9120 tos2@bellsouth.net	Voice: 770 923-9300 Fax: 770 923-8040 harshi@synergyamerica.com	Voice: 404 377-9147 Fax: 404 377-9091 Jenprica@aycamoreconsulting.net	Voice: 770 241-8902 Fax: 770 498-5679 superboi@comcast.net	Voice: 770 813-0688 Fax:	Voice: 404 379-6779 Fax:	Voice: 404 799-1053 Fax: 404 799-6882 smchvac@sol.com	Contact
Computer Programming Services.	General construction, landscape, hardscape stone, brist, block, pever & concrete.	Consulting services, data processing, computer and software services.	Consulting services for transportation, land use planning, public involvement & water resources.	Cabling and Wiring.	Transportation consulting, traffic, engineering and professional services.	Construction program management.	Mechanical Contractors, HVAC, Plumbing, Tanks, Commercial & Utility Services.	Type of Business
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		S	€3		(5)	(5)	0	Certified MBE LSBE FVBE

Thomas HV/AC Contracting. Inc.	The Polote Corporation	The Pardigm Corporation d/b/s Middleton-House & Company	The Lions Group, Inc.	The Collaborative Firm	The Artis Group	Tharp Brown & Associates, Inc. d/b/a Collectronics	Television Electronics Co. d/b/a Atlanta Communications Company	Name of Business
1418 Lilburn Stone Mountain Road Stone Mountai&A 30067	5300 Memorial Dr., Ste. 224C Decatur GA 30063	3521 Country Estate Drive Kennesaw GA 30152	3420 Norman Berry Drive Suite 200 Attenta GA 30354	1514 East Cleveland Avenue Suite 82 East Point GA 30344	459 Aliana Court Stone Mountail SA 30087	1544 St. Dunstans Road Lithonia GA 30058	1510 Huber Street Atlante GA 30318	Address
Voice: 770 879-7478 Fax: 770 413-8283	Voice: 404 299-0092 Fax: 404 299-0250 denise_polote.com	Voice: 770 422-2151 Fax: 770 425-7065 krhouse@bellsouth.net	Voice: 404 763-3355 Fax: 404 763-0054 sini@thallonagroup.com	Voice: 404-584-7031 Fax:	Voice: 770 498-7727 Fax: 770 498-7728	Voice: 770 879-7707 Fax: 770 879-7927 solutions@collectronia.com	Voice: 404 875-8316 Fax: 404 875-6489 robin.	Contact
Heating & Air Conditioning.	Engineering Services.	Professional services, management consulting.	General Contractors.	Private & Public Real Estate in Land Use Planning, Transportation Planning, Public Involvement and Program Management	Heavy & Marine Construction Company	Consulting and debt collections services.	Radio communication, telephone, and telecommunication equipment. accessories, and supplies.	Type of Business
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Zambrana Engineering, Inc.	Wison & Associates Architects, Inc.	Wilmac, Inc	Name of Business
11375 Vedines Drive Alpharetta GA 30022	2957 Cleirmont Road Suite 120 Atlante GA 30329	4854 Old Netional Highway Suite 144 College Park GA 30337	Address
Voice: 770 664-0555 Fax: 770 664-3668 robpetit@mindepring.com	Voice: 404 325-5631 Fax: 404 325-2265	Voice: 770 715-6800 Fax: 404 763-8431 lesiew@withonarchitects.com	Contact
Chill angineering, land surveying, urban plenning, evological/biological services and industrial services.	Design and Analitecture.	Facility maintenace, construction, remodeling, building repairs, pool repairs & maintenac, mesonry & the repairs, jantona/custodial services.	Type of Business
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CERTIFICATE OF CORPORATE BIDDER

,, certify the	hat I am Secretary of the corporation named as
idder herein, same being organized and i	incorporated to do business under the laws of
ne State of; that	and
who executed this Proposal on behalf of the	e Bidder were, then and there,
and respectively, and	that said Proposal was duly signed by said
officers for and in behalf of said corporati	ion, pursuant to the authority of its governing
body and within the scope of its corporate p	powers.
said corporation as of this date are as follow	
This day of	, 20
	(Corporate Se
	Secretary

Bid Bond

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Dore & Associates Contracing, Inc.				
900 Harry Truman Pkwy., Bay City, MI 48706				
(hereinafter called the Principal) and Western Surety Company				
27555 Executive Dr., Suite 350, Farmington Hills, MI 48331				
(hereinafter called the Surety), a corporation chartered and existing under the laws of the				
State of South Dakota with its principal offices in the City of Farmington Hills				
and listed in the Federal Register and licensed to write surety insurance in the State of				
Georgia, are held and firmly bound unto DeKaib County, Georgia, in the full and just				
sum of _Twenty Percent of Amount Bid				
(\$ 20%) good and lawful money of the United States of America, to be				
paid upon demand of DeKalb County, Georgia, to which payment well and truly to be				
made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and				
severally and firmly by these presents.				
WHEREAS, the Principal is about to submit, or has submitted to DeKalb County,				
Georgia, a proposal for <u>Demolition of Designated Structures at Brook Run Park</u>				
WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Proposal.				

NOW, THEREFORB, the conditions of this obligation are such that if the Proposal be accepted, the Principal shall within ten (10) days from the date of Notice of Award of the Contract, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and flurnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, 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.

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Dore & Associates Contracting, Inc. (Scal)

Principal

By:

Arthur M. Dore, President

Western Surety Company

Surety

By:

Alan W. Peterson, Attorney-in-Fact

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be

, <u>20_06</u> .

Western Surety Company



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James R Gargaro, Gus E Zervos, Steve M Zervos, Alan W Peterson, Angelo G Zervos, **Individually**

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2006.

WESTERN SURETY COMPANY

State of South Dakota County of Minnehaha

On this 27th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012

D. KRELL OTARY PUBLIC

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _



WESTERN SURETY COMPANY

OATH OF SUCCESSFUL BIDDER

GEORGIA, DEKALB COUNTY

Personally appeared before the undersigned officer duly authorized by law to administer					
oaths Arthur M. Dore and who, after					
being first duly sworn, depose and say that they are all the officers, agents, persons, or					
employees who have acted for or represented Dore & Associates Contracting, Inc.					
in bidding or procuring the Contract with DeKalb County					
on the following Project: Demolition of Designated Structures at Brook Run Park					
and that said Arthur M. Dore and has not					
by himself/themselves or through any persons, officers, agents, or employees prevented					
or attempted to prevent by any means whatsoever competition in such bidding, or by any					
means whatsoever prevented or endeavored to prevent anyone from making a bid					
Signature of Affiant Arthur M. Dore Name (Typed or Printed)					
President					
Title					
Swom to and subscribed before me this day of Fep(vary, 2007.					

STATE OF GEORGIA

COUNTY OF DEKALB

CONTRACT FOR PROVISION OF CONSTRUCTION SERVICES

THIS AGREEMENT, by and between DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, party of the first part, hereinafter referred to as the "County," and <u>Dore & Associates Contracting, Inc.</u>, a <u>corporation</u> of the State of <u>Indiana</u>, party of the second part, hereinafter called the "Contractor."

WITNESSETH:

I. SCOPE OF WORK

A. That the Contractor has agreed and by these presents does agree with the County to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the Work and construction in strict conformity with the Drawings and Specifications entitled Demolition of Designated Structures at Brook Run Park, which Drawings and Specifications together with the Advertisement for Bids, Instructions to Bidders, and Proposal for the construction of said Project submitted by the Contractor shall all form essential parts of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments to this Contract and other documents are incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein.

- 1. "GENERAL REQUIREMENTS" consisting of pages GR-1 through GR-3.
- 2. "GENERAL CONDITIONS" consisting of pages GC-1 through GC-29.
- 3. "SUPPLEMENTARY CONDITIONS" consisting of pages <u>SC-1</u> through <u>SC-2</u>.
- 4. "NOTICES TO CONTRACTORS AND SUBCONTRACTORS" consisting of pages NCS-1 through NCS-4.
- 5. "TECHNICAL SPECIFICATIONS" consisting of the following:

Pages TS-1 - TS-12.

- "BROOK RUN PRE-DEMOLITION PROPERTY CONDITIONS AND HAZARDOUS MATERIALS ASSESSMENT" consisting of <u>PD-1</u>.
- 7. "DRAWINGS" as follows:

SHEET NO.	TITLE
	COVER SHEET
G1.0	RECOMMENDED GENERAL NOTES & LEGEND
C1.0	EXISTING CONDITIONS PLAN
C1.1	SITE DEMOLITION PLAN
C2.0	SEDIMENTATION/EROSION CONTROL PLAN
C3.0	DETAILS
AB1.0	ASBESTOS PLAN-POWER PLANT BUILDING
AB1.1	ASBESTOS PLAN- THERAPY BLDG. GRD. FLOOR
AB1.2	ASBESTOS PLAN-THERAPY BLDG. 2ND. FLOOR
AB1.3	ASBESTOS PLAN-THERAPY BLDG. 3RD. FLOOR
AB1.4	ASBESTOS PLAN-COTTAGE NOs. 3 & 4
AB1.5	ASBESTOS PLAN-COTTAGE NO. 5
E1.0	ENVIRONMENTAL PLAN-POWER PLANT BUILDING
E1.1	ENVIRONMENTAL PLAN- THERAPY BUILDING
E1.2	ENVIRONMENTAL PLAN-THERAPY BLDG. 2ND FLOOR

- 8. "ADDENDA" consisting of Addendum No. 1 through Addendum No. 4.
- B. The Contractor shall commence work under this Contract within ten (10) calendar days from the date of receipt of the Notice to Proceed, as evidenced by official receipt of

certified mail or acknowledgment of personal delivery, and shall fully complete the Work hereunder within 180 calendar days from and including the date of receipt of such notice.

C. If said Work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay the County as liquidated damages and not as a penalty, the sum of <u>Five Hundred Dollars (\$500.00)</u> per calendar day for each and every day or part of a day thereafter that said Work remains uncompleted.

II. PAYMENT

A. Fees. As full payment for the faithful performance of this Contract, the County shall pay said Contractor the following Lump sum amount:

One Million Three Hundred Forty-Five Thousand Nine Hundred Fifty and 00/100 Dollars (\$1,345,950.00)

(State amount in writing on this line)

(In figures)

B. Fee Schedule. Payment shall be made as follows:

Partial payments to the Contractor shall be made monthly, based on the value of work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site. The Contractor shall submit a draft estimate of work completed during the preceding calendar month to the Owner for review on or before the tenth (10th) day following the month in which the work was performed. The duly certified and approved estimate of work shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. Payment to the Contractor shall be made within thirty (30) days of submission, less the amount of retainage.

The amount of retainage shall be as follows:

- 1. Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due;
- When fifty (50%) percent of the contract value, as described above, becomes due and the manner of completion of the contract work and its progress, quality, schedule are reasonably satisfactory to the County, and there are no outstanding claims by the Contractor, Subcontractors or material suppliers, the withholding of retainage shall be discontinued.
- 3. If after discontinuing the retention, the County determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.
 - When the Work is substantially complete (operational or beneficial occupancy) and the County determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the County, shall be withheld until such items are completed.
- 4. This Contract is governed by O.C.G.A. § 13-10-2-80, which requires that the Contractor, within ten (10) days of receipt of retainage from DeKalb County, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, DeKalb County, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation and extensions of time shall be submitted in writing to the Chief Executive Officer within sixty (60) days after completion

and acceptance of the Work as herein provided or all such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

III. INSURANCE

- A. Performance Bond and Payment Bond. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as Principal, and Dore & Associates Contracting, Inc., a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of \$1,345,950.00 for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of work performed under this Contract.
- **B.** <u>Workers Compensation.</u> The Contractor shall, without expense to the County, provide statutory workers compensation insurance and comprehensive liability insurance covering all operations and automobiles as required by the provisions of the Contract, including Subcontractors.

The Contractor may carry statutory workers compensation insurance on Subcontractors or require all Subcontractors likewise to carry such insurance.

C. <u>Surety Bonds</u>. It is further agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense within five days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.

IV. WARRANTY AND GUARANTEE

The Contractor warrants to the County that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Work not conforming to these requirements, including substitutions not Documents. properly approved and authorized, is considered defective. The County, in its sole discretion, may exclude from the Contractor's warranty, remedies for damage or defect which the County determines were caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties and guaranties shall extend for the greatest of one (1) full year commencing on the dates of Substantial Completion of the Project or such longer period of time as is required by any of the Contract Documents. The one (1) year period shall be extended with respect to portions of the Work first performed after Substantial Completion for a period of one (1) year after the actual performance of the Work. If any defect or deviation should exist, develop, be discovered or appear within such one (1) year period, the Contractor, at it sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and eliminate such defect. The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. The obligation of this paragraph shall survive acceptance of the Work and termination of the Agreement. All manufacturer warranties and guarantees shall be delivered to the County prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before Final Payment the Contractor shall assign and transfer to the County all guarantees warranties and agreements from all contractors, Subcontractors, vendors suppliers, or manufacturers regarding their performance quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the County, and that upon Final Completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the County in accordance with their terms.

V. INDEMNIFICATION

The General Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury

(including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the County, the defense of any and all claims, litigations, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

VI. RIGHT, TITLE, OR INTEREST

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this 200 day of FLORYALL, 2007.

DORE & ASSOCIATES CONTRACTING, INC.	DEKALB COUNTY, GEORGIA
` ,	VERNON JONES Chief Executive Officer DeKalb County, Georgia
President Title	
38-1366164 Federal Tax I.D. Number	
Signature Edward Dore Name (Typed or Printed) Secretary Title	MICHAEL J. BEILL Ex-Officio Clerk of the Chief Executive Officer and Board of Commissioners of DeKalb County, Georgia
APPROVED AS TO SUBSTANCE:	APPROVED AS TO FORM:
Department Director ASSI	County Attorney Signature Kendre L. Smith County Attorney Name (Typed or Printed) C-9 Centract No. 07 - 900 545

DEKALB COUNTY, GEORGIA

CERTIFICATE OF CORPORATE AUTHORITY

I, Edward Dore, certify that I am Secretary of the corporation named as
Contractor herein, same being organized and incorporated to do business under the laws of
the State of <u>Indiana</u> ; that <u>Arthur M. Dore</u> , who executed this Contract on
behalf of the Contractor was, then and there, President; and that said Contract
was duly signed by said officer for and in behalf of said corporation, pursuant to the authority
of its governing body and within the scope of its corporate powers.
I further certify that the names and addresses of the owners of all the outstanding stock of
said corporation as of this date are as follows:
Dore & Associates Contracting, Inc.
Arthur M. Dore, President
900 Harry S. Truman Pkwy., Bay City, Michigan 48706
•
This <u>6th</u> day of <u>February</u> , 20 <u>07</u> .
Secretary (Corporate Seal)

STATE OF GEORGIA

Bond #929413298

CONSTRUCTION CONTRACT

PERFORMANCE BOND

Contracting, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto DeKalb County, Georgia, hereinafter called the Obligee, in the sum of One Million Three Hundred Forty-Five Thousand Nine Hundred Fifty and 00/100 Dollars (\$1.345,950.00), 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 that Principal has entered into a certain written Contract dated the 23rd day of January , 2007, with Obligee, a copy of which Contract is attached hereto and incorporated herein by reference.

If Principal shall indemnify Obligee against any pecuniary loss resulting from the breach of any of the terms, covenants, and conditions of such Contract to be performed by Principal and to faithfully account for all funds received by the Principal pursuant to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect subject to the following conditions. This obligation shall run continuously and shall remain in full force and effect until and onless the Bond is terminated as provided herein or as otherwise provided by law. This Bond covers the original Contract and all duly authorized modifications of said Contract that may hereafter be made. Any deviations from, or additions to, or modifications in the obligations of the original Contract may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this Bond, except that no change will be made which increases the total Contract Price more than twenty percent in excess of the original Contract Price without notice to the Surety.

The business for the transaction of this Bond shall be deemed to have taken place in the City of Decatur, DeKalb County, Georgia, and if any action or proceeding is initiated in connection with this Bond and any of its obligations arising hereunder, the venue thereof shall be the Courts of the County of DeKalb, State of Georgia.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

This Bond shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and legal representatives.

This Bond shall be construed in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq.

IN WITNESS WHEREOF, Princi Decatur, Georgia, this 31st day of Jan	pal and Surety have executed this Bond at huary
ATTEST: Edward Dore. Secretary	Dore & Associates Contracting, Inc. (SEAL) Principal By: Arthur M. Dore, President Typed Name and Title
WITNESS: Lee A. Miliner	Western Surety Company (SEAL) Surety By: La

KNOW ALL MEN BY THESE PRESENTS: That
Dore & Associates Contracting, Inc. (hereinafter called the Principal), as
Principal, and Western Surety Company, a corporation of the State of
South Dakota with its principal office in the city of Farmington Hills, Michigan.
(hereinafter called the Surety), as Surety, are held and firmly bound unto DEKALB
COUNTY, GEORGIA (hereinafter called the Obligee), for the use and protection of all
Subcontractors and all persons supplying labor, machinery, materials, and equipment in
the prosecution of the Work provided for in the Contract hereinafter referred to in the full
and just sum of One Million Three Hundred Forty-Five Thousand Nine Hundred Fifty
and 00/100 Dollars (\$ 1,345,950,00), to 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.

WHEREAS, the Principal has entered into a certain written Contract, dated the 23rd day of January, 2007 A.D., with the Obligee for Demolition of Designated Structures at Brook Run Park, which Contract is by reference made a part hereof

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions, and shall promptly pay all persons furnishing labor or material 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, material, machinery 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, machinery, and equipment furnished or the subcontract completed, as provided in O.C.G.A. §36-82-104.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor or material having a direct contractual relationship with a Subcontractor, but no contractual relationship express or implied with Principal, unless such person shall have given written notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or tabor 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.

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.

Signed, Scaled and Dated this 31st day of January , 20 07 A.D.

ATTEST.

Dore & Associates Contracting, Inc. (SEAL)
Principal

By:
Arthur M. Dore, President

WITNESS:

Western Surety Company (SEAL)
Surety

By: Aller Man By: Aller Man

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James R Gargaro, Gus E Zervos, Steve M Zervos, Alan W Peterson, Angelo G Zervos, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2006.

WESTERN SURETY COMPANY

SEAL ON ONE OF

State of South Dakota
County of Minnehaha

On this 27th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012

D. KRELL
NOTARY PUBLIC SEAL
SOUTH DAKOTA

CERTIFICATE

C CAL

WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

General Requirements **GENERAL REQUIREMENTS**

GENERAL REQUIREMENTS

01 SCOPE

The following is a general description of the extent of work under the Contract.

A. Work included:

Furnish all labor, materials, equipment, and all things necessary pursuant to Drawings, Specifications, conditions, etc., for demolition and disposal of five (5) structures identified as the therapy building, power plant and domitories 3, 4 and 5 at Brook Run Park including abatement of asbestos, mitigation of other hazardous and non-hazardous materials, salvage of materials, site security and safety, supervision and control of construction entrances and exits, utilities management, and site restoration. Contractor is required to perform the following work in accordance with the Technical Specifications and the Brook Run Pre-Demolition Property Conditions and Hazardous Materials Assessment prepared by Corporate Environmental Risk Management, LLC (PDA report) dated September 12, 2006 and included in this bid package in CD format:

Locate and mark all utilities. Coordinate with utility companies and/or appropriate county department for disconnection and/or rerouting as recommended in the report.

Install security fencing and other site security measures as recommended in the PDA report.

Install erosion control devices as specified in the report and/or as required by the Demolition Permit issued by DeKalb County Planning and Development Department.

Install construction entrance(s) as recommended in the PDA report.

Perform asbestos abatement in five buildings.

Remove and dispose all other hazardous and non-hazardous substances identified in the PDA report.

Remove salvageable and recyclable materials within structures that are not structural components.

Demolish structures: Salvageable materials are to be separated to the extent practicable and sold for salvage value or scrap.

Perform site restoration as described in the PDA report or as specified by the County Representative.

B. Work not included in this Contract: N/A

02 SITE OF THE WORK AND OWNER

- A. Site: 4770 North Peachtree Road, Dunwoody, Georgia 30338.
- B. Owner: DeKalb County, Georgia, hereinafter referred to as the "County."

03 ACCESS TO WORK

The County shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access.

04 SUBMITTAL PERIOD FOR PRODUCTS AND SUBSTITUTIONS

<u>Substitutions</u>: Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the Base Bid. If the Bidder wishes to use items of equipment or materials other than those named in his Base Bid, the Bidder shall apply in writing for the County's approval of substitution at least ten (10) days prior to opening of bids, submitting with his request for approval complete descriptive and technical data on the items or item he proposes to furnish in accordance with Section 12 of the General Conditions.

05 MEASUREMENTS AND DIMENSIONS

Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the County for resolution before proceeding with the Work.

If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the County before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

06 STORAGE FACILITIES AND WORK AREAS

The Contractor shall cooperate with the County in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to his Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move same as and when directed, at his own expense.

07 IMPROVEMENTS ON CITY OR PUBLIC PROPERTY

The Contractor shall pay all highway fees and for all damages to sidewalks, streets, or other public property, or to public utilities. Contractor shall secure all permits, authorizations, and certificates of inspection or occupancy that may be

required by authorities having jurisdiction over the Work. Said certificates shall be delivered to County upon completion of the Work.

The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the County.

08 MANUFACTURERS' CERTIFICATIONS

The Project Manager may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

09 SAMPLES

The Contractor shall furnish with reasonable promptness all samples as directed by the County for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

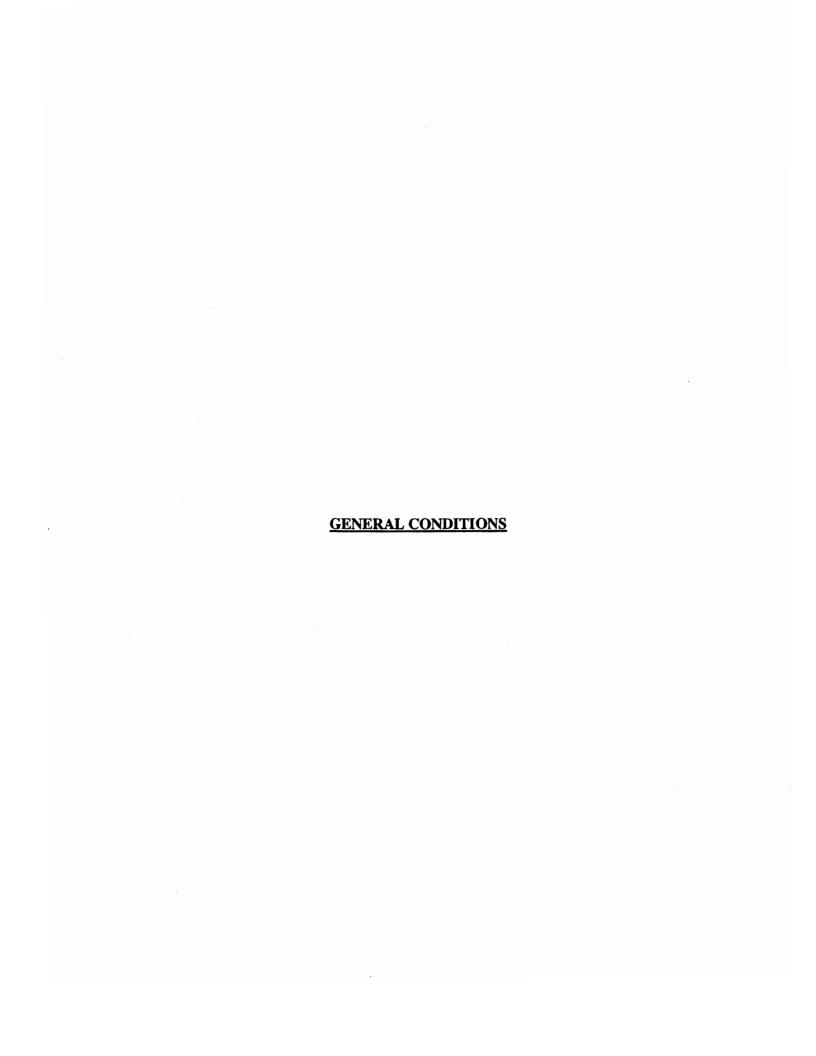
10 AS-BUILT DRAWINGS

The Contractor shall, upon completion of the Work, furnish a marked set of reproducible drawings indicating the field changes, as actually installed and as specified under these sections of the Specifications, and deliver them to the County.

11 MAINTENANCE MANUAL

Contractor shall, prior to completion of Contract, deliver to the County two copies of a manual, assembled, indexed, and bound, presenting for the County's guidance full details for care and maintenance of visible surfaces and of equipment included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this article.

General Conditions



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01 <u>DEFINITIONS OF TERMS</u>

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

"Addenda" shall mean written or graphic instruments issued prior to the execution of the agreement, which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

"Bid" shall mean the offer or Proposal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

"Bidder" shall mean any person, firm, or corporation submitting a Bid for the Work.

"Bonds" shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

"Change Order" shall mean a written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time, as approved by the Board of Commissioners of DeKalb County, or exempted from Board approval for Contract Price changes up to the amount of Twenty Thousand Dollars (\$20,000.00), or ten percent (10%) of the Contract as originally executed, whichever is less.

"Contract Documents" shall consist of Advertisement for Bids, Proposal, Bid Bond, Certificate of Corporate Bidder, Oath of Successful Bidder, Contract, Contract Performance Bond, Payment Bond, Instructions to Bidders, General Requirements, General Conditions, Supplementary Conditions, Technical Specifications, Certificates of Insurance, and Drawings. The intent of these documents is to include all materials, appliances, tools, labor and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The Contract Documents shall be considered as one, and whatever is called for by any one of them shall be as binding as if called for by all.

"Contract Price" shall mean the total monies payable to the Contractor under the terms and conditions of the Contract Documents.

<u>"Contract Time"</u> shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

<u>"Contractor"</u> or <u>"General Contractor"</u> shall mean the individual, firm, or corporation undertaking the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees.

"County" shall mean DeKalb County, Georgia.

"<u>Orawings</u>" shall mean the part of the Contract Documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared or approved by the Owner.

<u>"Field Order"</u> shall mean a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the ____Owner to the Contractor during construction.

"Notice of Award" shall mean the written notice of the acceptance of the Bid from the County to the successful Bidder as evidenced by return receipts of registered or certified letters.

"Notice to Proceed" shall mean written communication issued by the County to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work as evidenced by official receipt of certified mail or acknowledgment of personal delivery.

"Owner" shall mean DeKalb County, Georgia.

"Project" shall mean the undertaking to be performed as provided in the Contract Documents.

"Shall" is mandatory; "may" is permissive.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

"Specifications" shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship specified for this Project.

<u>"Subcontractor"</u> shall mean an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

"Substantial Completion" shall mean that date determined by the Owner when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or stipulated part can be fully utilized for the purposes for which it is intended.

<u>"Supplementary Conditions"</u> shall mean a part of the Contract Documents consisting of modifications to the General Conditions.

<u>"Superintendent"</u> shall mean the Contractor's authorized on-job representative designated in writing by the Contractor prior to commencement of any work.

"Suppliers" shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

"Work" of the Contractor or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment, and things useful or necessary in order to complete the Contract.

02 APPLICABLE REQUIREMENTS

The work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the County, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and/or regulations shall prevail. If the Contractor performs any work knowing it to be contrary to such codes, laws, or regulations, and without such notice to the County, he shall assume full responsibility therefore and shall bear any and all costs necessary to correct the Work.

03 <u>CONTRACT SECURITY</u>

The Contractor shall furnish a Contract Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the Contract Price. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The surety on each Bond shall be a surety company satisfactory to the County and listed in the Federal Register and licensed to write surety insurance in the State of Georgia.

04 <u>NOTICE AND SERVICE THEREOF</u>

Any notice to Contractor from the County relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work site.

SPECIFICATIONS

.01 The Specifications, the Drawings accompanying them, and the other Contract Documents shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.

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- .02 The General Contractor will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.
- .03 Unless otherwise stipulated, the General Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. He shall be responsible for the entire Work and every part thereof.
- .04 Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- .05 Upon award of the Contract, the Contractor will be supplied, free of charge, up to three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.

DRAWINGS AND SPECIFICATIONS

- .01 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County.
- .02 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
- .03 If existing utilities or structures are indicated by the Contract Documents, no warranty is made as to the accuracy or completeness of such indication.
- .04 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct

- such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- .05 The County may, (without changing the scope of the Work) furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- .06 Abridging: Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mention therein, or indications on the Drawings of articles, materials, operations, or methods, requires that the Contractor:
 - 1. Provide each item mentioned and indicated, of quality or subject to qualifications noted;
 - 2. Perform according to conditions stated, each operation prescribed; and
 - 3. Provide therefore all necessary labor, equipment, and incidentals.
- .07 Wording: Whenever in these Specifications or on the Drawings the words "directed," "required," "permitted," "ordered," or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to the County.
- .08 Specification Sections: For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the County an arbiter to establish limits to the contracts between the Contractor and Subcontractors, nor shall such separation be interpreted as superseding normal union jurisdictions.
- .09 <u>Language</u>: Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Contractor is responsible to the County for the entire Contract and the execution of all work referred to in the Contract Documents.

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The Contractor shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract Documents for this job shall govern the Work.

08 <u>CONTRACTOR'S SHOP DRAWINGS</u>

- 1.01 The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Owner without action.
- .02 Shop Drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the execution of the Work.
- .03 Shop Drawings must be approved by the County before the work in question is performed. Drawings for false work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Contractor's Shop Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his Shop Drawings with the approved Drawings and Specifications. The County will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The County's review will be within reasonable promptness as to cause no delay in the Work. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The County's review of the

Contractor's submittals shall not relieve the Contractor of his obligations. The County's_review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The County's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- .04 It is the responsibility of the Contractor to check all Shop Drawings before same are submitted to the County for approval. Shop Drawings which have not been checked and approved by the Contractor will not be approved.
- .05 Shop Drawings shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Shop Drawings and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Contractor.
- .06 The Contractor shall furnish the County with at least six copies of all Shop Drawings for approval. Two finally approved copies will be returned to the Contractor for his use.
- .07 The Contract Price shall include the cost of furnishing all Shop Drawings and the Contractor will be allowed no extra compensation for such drawings.
- .08 The approval of such Shop Drawings shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the County has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Shop Drawings. When the Contractor does call such deviations to the attention of the County, he shall state in his letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.
- .09 The Contractor shall maintain a log of all contract submittals which includes, at a minimum, the submittal number, revision number, description, responsible company, proposed submittal date, date actually submitted, date approved, any comments received or status. The log shall be updated on a regular basis and made available to the County for review upon request.

09 <u>INSTRUCTIONS, CHANGES, ETC.</u>

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.01 All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra work.

- .02 If the Contractor claims that any instruction by supplemental drawings or otherwise involves extra cost or an extension of time, he shall notify the County in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure for executing such change shall be in accordance with Section 34 of these General Conditions. No such claim shall be valid unless made in accordance with the terms of this section.
- .03 No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.
- .04 No extra work is to be performed or any changes made that involves any extra cost or extension of time unless approved by the County and authorized by Change Order.

10 EXAMINATION OF WORK BY CONTRACTOR

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

11 <u>MATERIALS, SERVICES, AND FACILITIES</u>

- .01 The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work, in accordance with accepted industry practices within the time specified in the Contract.
- .02 Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
- .03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer.

- Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Owner, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Owner, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.
- The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall provide parking for all construction vehicles only within the construction limits as indicated on the drawings or make appropriate arrangements as permitted by law.
- Only materials and equipment which are to be used directly in the Work may be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it must be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is the sole responsibility of the Contractor.
- .07 The Contractor and any entity for which the Contractor is responsible must not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.
- Ontractor must ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular, pedestrian, and for emergency to the site of the Work and all adjacent areas. The Work must be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work must be free from debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor must use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work, or (2) the Building in the event of partial occupancy.
- 09 Without prior approval of the County, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the County. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the County in connection with the use and occupancy of the Project

site and the Building, as amended from time to time. The Contractor shall immediately notify the County in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The County may, in the County's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements applicable to use and occupancy of the Project site and the Building.

12 REQUESTS FOR SUBSTITUTIONS

- .01 Requests for substitutions of proprietary products or of a particular manufacturer or vendor must be accompanied by the following documentation:
 - (a) Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;
 - (b) Reasons the substitution is advantageous and necessary, including benefits to the County and the Work in the event the substitution is acceptable;
 - (c) The adjustment, if any, in the Contract Sum, in the event the substitution is acceptable;
 - (d) The adjustment, if any, in the time of completion of the Agreement and the construction schedule in the event the substitution is acceptable; and
 - (e) An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified. Proposals for substitutions must be submitted in triplicate to the County in sufficient time to allow the County no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.
- .02 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions:
 - (a) Required for compliance with interpretation of code requirements or insurance regulations then existing;

- (b) Unavailability or specified products, through no fault of the Contractor; or
- Subsequent information discloses inability or specified products to perform properly or to fit in designated space;
- (d) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
- (e) When in judgment of the Owner, that a substitution would be substantially to the Owner's best interests, in terms of costs, time, or other considerations.
- .03 Whether or not any proposed substitution is accepted by the Owner, the Contractor must reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.
- .04 By making requests for substitutions based on the above, the Contractor:
 - (a) Represents and warrants that the Contractor has personally investigated the proposed substitute product or Subcontractor and determined that it is equal or superior in all respects to the product or Subcontractor previously specified;
 - (b) Represents and warrants that the Contractor will provide the same warranty for the substituted product or for the workmanship of the substituted Subcontractor, as applicable, that the Contractor would have provided for the product or Subcontractor previously specified;
 - (c) Certifies that the cost data presented, in form of certified quotations from Suppliers of both specified and proposed equipment is complete and includes all related costs under this Contract, but excludes costs under separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - (d) Agrees that the Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete and in accordance with the Contract Documents in all respects.
- .05 The item proposed for substitution shall be equal to or superior to the specified it item or items, in construction, efficiency, and utility in the opinion of the Owner. The opinion of the Owner shall be final and no substitute material or article shall be purchased or installed without such written approval.

.06 In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in case of a price difference.

13 INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the County. The cost of such inspection and testing shall be paid by the Contractor. The Contractor shall furnish evidence satisfactory to the County that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

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INSPECTION OF WORK

- .01 The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the County and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the County or its representative at the site of the Work shall not be construed to, in any manner, relieve the Contractor of this responsibility for strict compliance with the provisions of the Contract Documents.
- .02 If the specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the County shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor having secured all certificates of inspection will deliver same to the County upon completion. If any work should be covered up without approval or consent of the County, it shall, if required by the County, be uncovered for examination at the Contractor's expense.
- .03 Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the County shall be final and conclusive and binding upon all parties to the Contract.

- .04 If the County determines that portions of the Work require additional testing, inspection or approval, the County will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs, except as provided below, shall be at the County 's expense.
- .05 If such procedures for testing or inspection reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.
- .06 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- .07 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

15 <u>AUTHORITY OF THE COUNTY</u>

- .01 The Contractor shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the County. The County shall decide all questions relating to measurements of quantities, the character of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these Specifications will be decided by the County.
- .02 The approval of the County of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.

16 PROHIBITED INTERESTS

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally

in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized is such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

17 <u>REJECTIONS OF WORK AND MATERIALS</u>

- .01 All materials and equipment furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or work shall be removed immediately. If rejected materials, equipment, or work is not removed within forty-eight hours from the date of letter of notification, the County shall have the right and authority to stop the Contractor and his work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or work at the cost and expense of the Contractor. All rejected materials, equipment, or work shall be replaced with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County.
- .02 Inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract and defective work shall be made good regardless of whether such work, material, or equipment has been previously inspected by the County and accepted or estimated for payment. The failure of the County to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective. All work, material, and/or equipment shall be guaranteed against defects for a period of one year from date of Project acceptance as established by the County.

WEATHER CONDITIONS

The Contractor will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the County, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.

ROYALTIES AND PATENTS

The Contractor shall hold and save the County and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.

20 <u>CONTRACTOR'S PERSONNEL</u>

- .01 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the County prior to start of the Work. The Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.
- Ontractor shall not change key members of its staff without the consent of the Owner, unless such staff members prove to be unsatisfactory to the Contractor and cease to be in its employ. If the Contractor intends to change a key staff member (defined as those full-time personnel stationed at the site including Project Manager, Superintendent, Project Engineer, Assistant Project Manager, Assistant Superintendent, or Assistant Project Engineer) it shall give the Owner written notice at least fifteen (15) days prior to the intended change. The written notice shall include a description of qualifications for the new proposed key staff member. The Owner shall have the right to approve or disapprove the proposed key staff member.

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.03 Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

21 LINES, GRADES, AND MEASUREMENTS

- .01 Such stakes and markings as the County may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings, or gross negligence on the Contractor's part resulting in loss of same, may result in the Contractor being charged for their replacement.
- .02 The Contractor must exercise proper care and caution to verify the grades and figures given him before proceeding with the Work, and shall be responsible for any damage or defective work caused by his failure of such care and caution. He shall promptly notify the County of any errors or discrepancies he may discover in order that the proper corrections may be made.

22 <u>PERMITS AND INSPECTION FEES</u>

Permits shall be secured by the Contractor and inspections will be required, but the County will not charge the Contractor for such permits and inspections obtained from the County. The Contractor shall secure and pay for any permits and inspection fees required by any other governmental entity or agency.

23 LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and County in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, he shall herewith report the same, in writing, to the County. He shall at all times himself observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any such law, ordinance, regulation, order, or decree, whether by himself or by his employees.

CONTRACTOR'S OBLIGATIONS

The Contractor shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. He shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plants, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

25

SUBCONTRACTING

.01 The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless the Work and the contractor proposed to perform it have been declared in the Proposal to the Contract; or the Contractor shall have obtained written approval from the County.

THE CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT ANY WORK ON THIS PROJECT WHICH THE CONTRACTOR SECURES IN VIOLATION OF THIS PROVISION SHALL BE DEEMED A GRATUITY FROM THE CONTRACTOR FOR WHICH DEKALB COUNTY SHALL NOT BE OBLIGATED TO PAY.

.02 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County.

26

ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County.

27 <u>CONTRACTOR'S HOLD HARMLESS AGREEMENT</u>

The General Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and

actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the County, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

28

INSURANCE REQUIREMENTS

The Contractor shall furnish the following along with Bonds and Contract Documents sent to the County for execution:

- A. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - 1. Statutory Workers Compensation Insurance.
 - 2. Comprehensive General Liability Insurance covering all operations with combined single limit of \$1,000,000, inclusive of protection against bodily injury due to excavation, shoring, underpinning, and blasting, to the extent to which such risks are present.
 - 3. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$500,000.
 - 4. Umbrella or Excess Insurance is acceptable to meet the minimum limits whenever there is an insurer licensed to do business in Georgia which is providing at least the first \$100,000 of primary coverage.
- B. Certificates of Insurance must be executed in accordance with the following provisions:
 - 1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract;
 - 2. Certificates to contain the location and operations to which the insurance applies;
 - 3. N/A

- 4. Certificates to contain Contractor's protective coverage for any Subcontractor's operations;
- Certificates to contain Contractor's contractual and pollution liability insurance coverage;
- 6. Certificates are to be **issued** to:

DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030.

- C. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in this Work.
- D. The Contractor agrees to carry statutory Workers Compensation Insurance and to have all Subcontractors likewise carry statutory Workers Compensation Insurance.

E. FIRE INSURANCE WITH EXTENDED COVERAGE

The Contractor shall effect and maintain fire insurance with extended coverage including vandalism and malicious mischief endorsements up to 100% of the Contract Price of the Work including items of labor and materials connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials, and supplies incident to the Work and such scaffolding, staging towers, forms, and equipment not owned or rented by the Contractor, the cost of which is included in the cost of the Work.

<u>EXCLUSIONS</u>: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the Work.

The following language must be included on the policy:

The loss, if any, is to be made adjustable with and payable to DeKalb County as trustee for the insured and Contractors and Subcontractors as their interests may appear.

Insurance shall be written by a company licensed to do business in the State of

Georgia.

The Contractor shall furnish evidence of coverage to the County. Form of policy shall be Completed Value Builder's Risk Form.

If after loss no special agreement is made, replacement of injured work shall be ordered and executed as provided for changes in the Work.

29

LAND AND RIGHTS-OF-WAY

- .01 Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct his work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the County fully for any loss or expense arising from failure of the Contractor to perform as required by such entity.
- .02 The Contractor shall provide at his own expense and without liability to the County any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

30 PROTECTION OF WORK, PROPERTY, AND PERSONS

- .01 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- .02 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and safety and protection of the Work, the public, and adjoining property. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- .03 The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. He shall notify the County promptly on discovery of any conflict between the Contract Documents and any existing facility.
- .04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the County, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra work shall be submitted to the County within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.
- .05 All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Contractor's activities.

31 PRIOR USE BY COUNTY

Prior to completion of the Work, the County may take over operation and/or use of the Project or portions thereof. Such prior use of facilities by the County shall not be deemed as acceptance of any work or relieve the Contractor from any of the requirements of the Contract Documents.

32 <u>CLEANING UP</u>

The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the County.

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor. Contractor shall ensure that neither it, its subcontractors nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction

process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the Owner's advance written approval. Contractor agrees to ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that Contractor, its Subcontractors or their employees or agents bring onto or generate at the Project Site are handled in accordance with all applicable laws.

- 3.15.3 In addition to the removing of rubbish on a periodic basis and leaving the building broom clean the Contractor shall: clean all tile and glass: replace broken glass: remove stains, paint spots, and dirt from all Work; clean and polish all plumbing fixtures and equipment and remove all temporary protection items. To the maximum extent reasonably possible the Contractor shall keep the interior of the building free of combustible materials as the Work progresses.
- 3.15.4 The Contractor shall maintain and keep clean at all times the immediate approach to the Project site including the roads abutting the Project site.

33 <u>BARRICADES</u>

- .01 <u>Lanterns</u>: Contractor shall provide continuously burning lanterns at all barricades and at protective barriers around excavations so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.
- .02 Access to Site: Delivery of construction materials and equipment shall be only from locations approved by the County.

34 <u>CHANGES IN THE WORK</u>

- .01 The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.
- .02 The County, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the County written notice thereof within fifteen days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the County.

- .03 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.
 - A. Unit prices previously approved.
 - B. An agreed lump sum.
 - C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent (15%) of the actual cost of such work to cover the cost of general overhead and profit.
- .04 Agreement on any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor must include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

35 <u>TIME FOR COMPLETION AND LIQUIDATED DAMAGES</u>

- .01 It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning, rate of progress, and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
 - The Contractor agrees that said work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
 - .03 If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the County, the amount specified herein, not as a penalty, but as liquidated damages.

The Contractor is hereby advised that time is of the essence with respect to the work governed by the Contract Documents. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work with the Contract Time set forth herein, as may be extended in accordance with the terms and provisions of the Agreement, County will sustain substantial losses as a result of such failure.

The Owner and Contractor agree that if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, as adjusted according to the Contract Documents, the County will suffer damages that are difficult if not impossible to accurately estimate; that Five Hundred and 00/100 dollars (\$500.00) for each calendar day Substantial Completion of the Work is delayed past the Contract Time is a reasonable estimate of the probable damages that will be suffered by the Owner if Substantial Completion is delayed; that said Five Hundred and 00/100 dollars (\$500.00) per day amount is intended to compensate the County for it damages and is not intended to penalize the Contractor for it delay; that the Contractor shall pay the Five Hundred and 00/100 dollars (\$500.00) for each calendar day Substantial Completion of the Work is delayed past the Contract Time, as adjusted according to the Contract Documents; and that the foregoing damages shall be County's sole remedy for delays in Substantial Completion caused by the Contractor.

The County may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor are payable to the County at the County's demand, together with interest from the date of the demand at a rate equal to eight percent (8%) per annum.

The County shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the County for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth in the General Conditions.

1.04 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, or to the public enemy, acts of the County, acts of another contractor in the performance of the contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight

- embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work.
- Of If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be supported by the attachment of records of the National Oceanic and Atmospheric Administration showing meaningful variances from historic trend thereby substantiating the fact that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse weather conditions, and then only for the number of days which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.
- .06 Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. Any claims submitted by the contractor shall include detailed information and facts to support the claim including but not limited to written logs, photographs, meeting minutes, cost analysis and time impact analysis.
- .07 Where the County has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract work items remain outstanding, the County, at its option, may, in lieu of all or a portion of liquidated damages owed by the Contractor, charge the Contractor for actual cost of administering the Contract for the period subsequent to expiration of the Contract completion date (not to exceed the total amount which could be assessed under liquidated damages).

36

PAYMENTS TO CONTRACTOR

- .01 Cost Breakdown The Contractor shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications, and shall be further subdivided into labor and materials. This Schedule of Values, when approved by the County, shall be used as a basis for the Contractor's Application for Payment.
- .02 Equipment, Materials, and Work Covered by Partial Payments All equipment, materials, and work covered by progress payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and work upon which payments have been made, or the restoration of any damaged work.

- .01 The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the County may request concerning work performed or to be performed.
- .02 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work
- .03 Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- .04 The Contractor shall prepare and keep current, for the County's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the County reasonable time to review submittals.
- .05 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the County.
- .06 Prior to Commencement of the Work under this Contract, the Contractor and its major Subcontractors shall, in a prearranged meeting together with the County, assist in the preparation of a detailed and specific construction schedule. Such schedule shall be complete in all respects and shall, when approved, become a part of the Contract Documents and shall not be changed without the prior written consent of the County. The construction schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, shall be Critical Path Method (CPM) based on software approved by the County, and shall provide for expeditious and practicable execution of the Work. The approved construction schedule shall not be changed without the prior written consent of the County.
- .07 In the event the County determines that the performance of the Work, or a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the County will have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures must continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to

require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor is not entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner. The County may exercise the rights furnished the County under or pursuant to this Paragraph as frequently as the County deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

38 COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

- .01 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety a maximum of seven days from delivery of a written notice, declare the Contract in default, take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and call upon the surety to finish the Work by whatever method deemed expedient.
 - .02 Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may therefore accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If the Contractor can establish or it is otherwise determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County and the rights and obligations of the parties governed accordingly.
 - .03 Upon seven days' written notice to Contractor, County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract. In such case, Contractor shall be paid for the completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination.

39 ACCEPTANCE OF WORK AND FINAL PAYMENT

.01 Before final acceptance of the Work and payment to the Contractor of the percentage retained by the County, the following requirements shall be complied with:

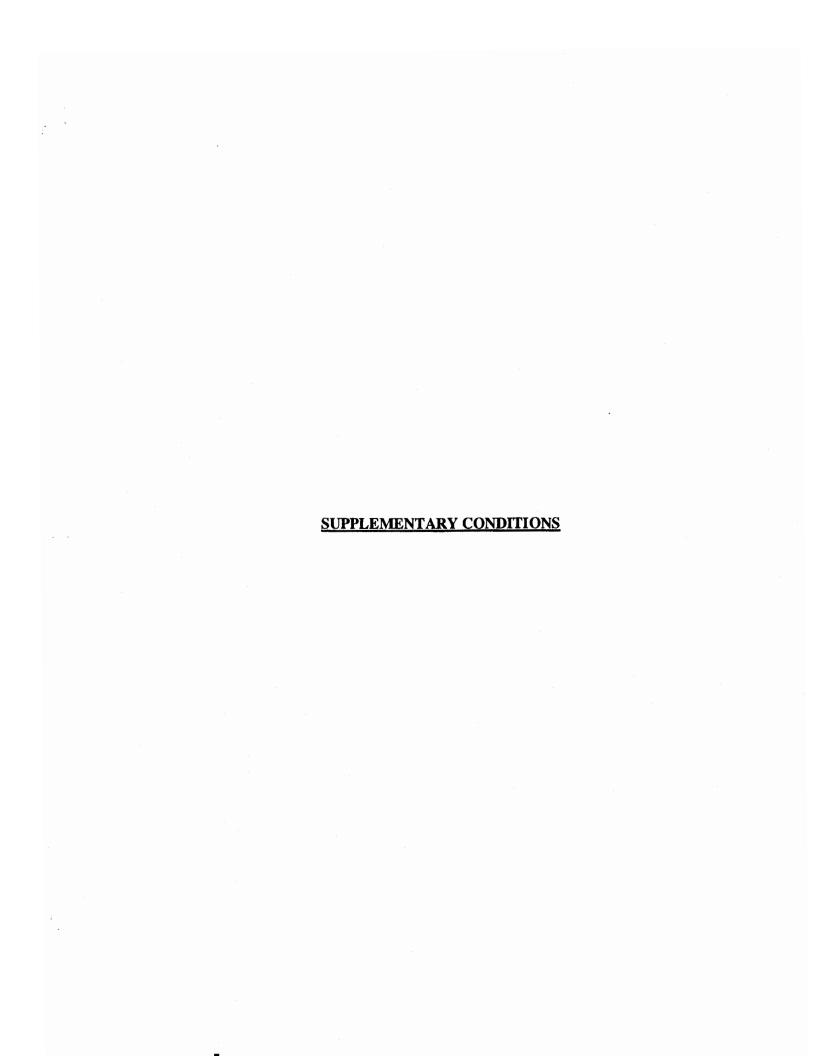
- A. <u>Final Inspection</u>: Upon notice from the Contractor that his work is completed, the County shall make a final inspection of the Work, and shall notify the Contractor of all instances where his work fails to comply with the Drawings and Specifications, as well as any defects he may discover. The Contractor shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications.
- B. <u>Final Payment</u>: When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price and Change Orders to the Contract. The final payment shall not be due until the Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final clean-up.
- .02 Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. Payments otherwise due the Contractor may be withheld by the County because of defective work not remedied and unadjusted damage to others by the Contractor or Subcontractors, vendors, or laborers.
- .03 All claims for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the County. Failure to present said claims within that period shall constitute a waiver of the claim by the Contractor. All claims are subject to final approval and audit by the Board of Commissioners of DeKalb County.

40 GUARANTEE AND CORRECTION OF WORK

The Contractor shall guarantee all Work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy any omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period of one year from the date of final acceptance, unless a longer period is elsewhere specified. In the event that the Contractor should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

The law of the State of Georgia shall govern the construction of this Contract. The courts of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract.

Supplementary Conditions



SUPPLEMENTARY CONDITIONS

01 SCOPE

Furnish, erect, and maintain temporary facilities and perform temporary work required in the performance of this Contract, including those shown and specified.

02 <u>USE OF TEMPORARY FACILITIES</u>

Contractor may be required by the County to provide and maintain a suitable office on the site for his own use and for the use of representatives of the County.

03 MAINTENANCE AND REMOVAL

- A. <u>Utilities and Furnishings</u>: Contractor shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as he provides for his own use.
- B. <u>Location and Removal</u>: Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County. They shall remain the property of the Contractor.

04 FIELD OFFICES

Contractor and his Subcontractors shall provide such additional offices, storage shanties, tool sheds and other temporary buildings as required for their own use and those employed on the Work.

05 TOILET AND WASHING FACILITIES

- A. <u>Toilet Building</u>: Contractor may be required by the County, at the beginning of work, to provide on premises suitable and adequate temporary toilets and enclosure for use of workers on the job; maintain same in sanitary condition; remove same at completion of building operations and/or when directed.
- B. <u>Sanitary Regulations</u>: Do not allow any sanitary nuisances to be committed in or about work; enforce sanitary regulations of local and State Health Authorities.

06 <u>UTILITIES DURING CONSTRUCTION</u>

A. <u>Utilities</u>: Contractor shall furnish all utilities and pay for all utility bills used during construction. Utilities shall include electric power or fuel of any sort used for heating, etc., and water.

B. <u>Connections to Utilities</u>: Contractor shall provide all temporary connections to utilities when not provided by the utility company or others at no additional cost to the Owner.

07 <u>TELEPHONE</u>

Contractor shall, if required by the County, install and maintain at his own expense, a job telephone and communications equipment necessary for the execution of the Work for the duration of the Contract.

08 TEMPORARY HEAT

The Contractor shall provide at his own expense temporary heat as necessary to protect all work and materials against injury from dampness and cold. Fuel, equipment and method of heating shall not present a fire hazard and shall be satisfactory to the County. See requirements in detail Specifications for temperatures to be maintained for application of work under the various trades.

Notice to Contractors and Subcontractors

NOTICE TO CONTRACTORS AND SUBCONTRACTORS

NOTICE TO CONTRACTORS AND SUBCONTRACTORS

The Georgia Legislature has enacted a new Code provision, designated O.C.G.A. §13-10-80, governing progress payments and retainage for public works contracts. It is applicable to contracts which, when awarded exceed \$150,000.00 in value or forty-five (45) days in duration, and establishes mandatory guidelines by which payments received from DeKalb County in this contract must be passed through the subcontractors. For your information, its provisions are set out below:

- 13-10-2. Periodic Progress Payments; Retainage; Exceptions; Minimal Standard of this Code Section.
 - (a) As used in this Code section, the term:
 - (1) "Contractor" means a person having a direct contract with the owner.
 - (2) "Lower tier subcontractor" means a person other than a contractor having a direct contract with a subcontractor.
 - (3) "Owner" means the state, any county, municipal corporation, authority, board of education, or other public board, public body, department, agency, instrumentality, or political subdivision of the state.
 - (4) "Owner's authorized contract representative" means the architect or engineer in charge of the project for the owner or such other contract representative or officer as designated in the contract documents as the party representing the owner's interest regarding administration and oversight of the project.
 - (5) "Subcontractor" means a person other than an owner having a direct contract with the contractor.
 - (b) In any contract for the performance of any construction project entered into on or after July 1, 1985, with an owner, as defined in paragraph (3) of subsection (a) of this Code section, such contract shall provide for the following:

- (1) After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and at the owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner's authorized contract representative when allowed by the contract documents, less retainage; and
- (2) (A) Retainage to a maximum of ten (10%) percent of each progress payment; 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 owner's authorized contract representative, the owner shall withhold no more retainage. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his work.
 - (B) If, after discontinuing the retention, the owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an owner, the contractor and subcontractors shall be entitled to resume withholding retainage accordingly.
 - (C) At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall within thirty (30) days after invoice and other appropriate documentation as may be required by the contract documents are provided pay the retainage to the contractor. If at that time there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear.

- (D) The contractor shall, within ten (10) days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the contractor's retainage is reduced by the owner, provided that the value of each subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the contractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
- (E) The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor, provided that the value of each lower tier subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
- (c) This Code section shall not apply to:
 - (1) Any contracts let by the Department of Transportation of this state for the construction, improvement, or maintenance of roads or highways in this state or purposes incidental thereto; or
 - (2) Any contracts whose value or duration at the time of the award does not exceed \$150,000.00 or forty-five (45) days in duration.
- (d) Contract and subcontract provisions inconsistent with the benefits extended to contractors, subcontractors, and lower tier subcontractors by this Code section shall be unenforceable; provided, however, that nothing

in this Code section shall render unenforceable any contracts or subcontract provisions allowing greater benefits to be extended to such contractors, subcontractors, or lower tier subcontractors, the provisions and benefits of this Code section being minimal only.

(d) Nothing shall preclude a payer under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid. (Code 1981, §13-10-2, enacted by Ga. L. 1985, p. 1043, §1.)

Technical Specifications

TECHNICAL SPECIFICATIONS

SECTION 1.0 <u>GENERAL CONDITIONS</u>:

1.01 Work Schedule

- A. The normal administrative daytime schedule is 8:30 am to 5:00 pm, Monday through Friday; however, the Park and Recreation Department will allow the Contractor to work Monday thru Saturday from 7:00 a.m. until 9:00 p.m.
- B. Vendor shall be notified by the designated County Representative to obtain permission to begin work and shall receive clearance before beginning any work outlined under this contract. Work shall be scheduled at least 24 hours in advance when possible. Note that Using Department's requirements shall dictate work schedules.

1.02 Site Conditions:

- A. Contractor shall be responsible for obeying any Federal, State and DeKalb County regulations, laws, codes and policies regarding permit acquisition, erosion control, site stabilization, tree protection fences, protection of root zones and site parking. All such requirements shall be reflected in prices bid. Contractor shall not be permitted to block roads, streets, drives, entrances, or loading docks of surrounding businesses or residences during business hours.
- B. Contractor shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies, and parts shall be neatly stored in a designated area near the work site in full compliance with EPA (40 CFR, Chapter I, Subpart Part I, Solid Waste, May 19, 1980) /OSHA (29 CFR, Part 1926, April 6, 1979) regulations. Contractor shall erect appropriate barricades and signs to safely route pedestrian traffic around job site.
- C. Contractor shall be responsible for providing own toilet facilities and fresh drinking water at remote sites where such facilities are not available.
- D. All excavations that must be left open and/or unattended during off hours shall be surrounded with barricades and signage as required by OSHA regulations.

1.03 Materials, Services, and/or Equipment Furnished By County:

Items or services which are to be furnished by the County will be provided on a timely basis if possible, so as not to delay work; however, work to be done by a Contractor, and requiring materials or services provided by the County, shall not commence until Contractor has received all items and services that were to be

supplied by the County, nor until permission to start has been given. The using County Department will furnish reports of ACM surveys, as they deem necessary. Such reports would be available at time of service request as a part of the site inspection.

1.04 Extra Work:

In the event that further work not specified in the minimum specifications is required, such work must be duly authorized *in advance* and in writing, by the County at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, completion time, and justification for the work in question. In all cases, Contractor shall notify the County of any cost over-runs before the occurrence. Verbal approval between County representatives and Contractor's agents shall not be binding.

1.05 Standards, Permits and Licenses:

- A. Contractor shall be responsible for providing all licenses and/or permits required for complying with any regulatory agency in order to perform work under the specifications and shall be responsible for any associated fees. Contractor shall be responsible for obtaining any permits or licenses required by the Federal Government, State of Georgia, or DeKalb County to perform work under these specifications.
- B. The Contractor responsible for asbestos identification and quantification operations, or his foreman, involved with asbestos removal/disposal operations, shall be certified by the Georgia Asbestos Licensing and Certification Unit. Chapter 52-1 of the rules of the Asbestos Licensing Board shall apply.
- C. Copies of any environmental permits or hazardous materials disposal certificates or manifests will be sent to the DeKalb County Facilities Management Department. The Facilities Management Department maintains HAZMAT Remediation Files for all County Facilities (razed, encapsulated, or remediating) for a period of 40 years. All HAZMAT reports should be forwarded to this department; attention New Work Department - HAZMAT Documentation, as those reports have been received from all licensed contractors performing remediation of ACM'S or lead containing paint. Although not current law, we maintain data on lead paint abatement acknowledging that appropriate procedures and safety measures were observed while remediating lead paint containing materials. Please ensure that all applicable documents are forwarded to this department on an ongoing Work performed under this contract shall conform to Federal Environmental Protection Agency (EPA), Georgia Environmental Protection Division (EPD 391-3-11-.09, Hazardous Waste Transport, February 21, 2006), and Occupational Health and Safety Act (OSHA) requirements. Site cleanup shall also conform to applicable DeKalb County ordnances and codes. When site remediation requires that septic tanks are demolished and

back-filled, Contractor shall provide an invoice from Septic Tank Waste Removal firm to document that such waste was legally and properly disposed of.

1.06 Experience:

To be considered for this contract, Bidders shall have a minimum of three (3) years experience in the assessment of facilities and hazardous materials assessments, and if Asbestos Containing Materials (ACM) are present, Contractor shall, if requested by the County, present proof of experience and certification for handling such abatement, and references to show competency from past jobs. Only Contractors will be considered who, in the opinion of the County, are sufficiently experienced with the procedures and work scope listed, and are reputable, and who have an established business facility with labor force sufficient to satisfactorily perform the required work to completion. Bidders not meeting these requirements will be rejected.

1.07 Plans:

Any plans furnished by the County are assumed to be accurate; however, Contractor shall field check all pertinent dimensions and locations. Contractor is responsible for submitting site plans indicating the location of all hazardous materials and conditions, utilities, pavement, waterways, and all underground structures.

1.08 Site Inspections, Pre-Construction, and Project Meetings:

Contractor shall perform a site inspection of the proposed job-site before submitting binding estimates and beginning operations at the designated job site. Contractor(s) shall familiarize themselves with the existing conditions and structures and any other details that may affect overall project cost. Contractor shall coordinate with the County Representative (who will be identified at time of request for service) before scheduling a site inspection.

No work shall be done until the County Representative gives permission to start. The County Representative may require the Contractor to attend a preconstruction meeting for the purpose of clarifying and coordinating start date, work scope, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-construction meeting is held. If the magnitude of the work scope warrants, the County shall reserve the right to perform regular site inspections and may schedule project meetings to monitor and measure work progress. Once a meeting requirement is established, Contractor shall assign the same people to attend the meeting(s) and such people shall be duly authorized to function as agents for the Contractor and shall be empowered to make decisions and resolve disputes. Contractor's representative on site should record in writing all decisions, any changes or additions to the scope of work, and the results of any disputes. A copy of the notes shall be

provided by FAX to the County Representative. All excavations will be inspected by the County before backfilling.

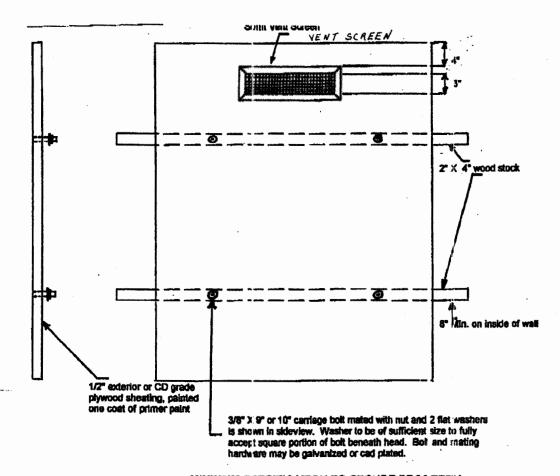
SECTION 2.0 <u>ASBESTOS REMOVAL/DISPOSAL:</u>

Buildings with non-friable asbestos board siding or other Non-Friable Asbestos Containing Materials (NFACMs) shall have such materials removed, handled and disposed of in full accordance with the procedures outlined in the Code of Federal Regulations (CFR) Title 40, Part 61, Subpart M, Sections 61.140 and 61.156 (40CFR-61.140 & 40CFR-61.156). Removal and disposal shall include all ACMs identified in the PDA report and other ACMs not identified in the PDA report if discovered during the abatement or demolition process.

A. Post EPA/OSHA warning signs near and around removal area.

SECTION 3.0 BOARDING UP OPENINGS:

When required by the County contact, Contractor shall board-up openings in accordance with the attached Additional Specifications as provided on the following page.



MINIMUM SPECIFICATION TO SECURE PROFERTY

- All Windows and doors, except the front door, through which access to the interior of the dwelling is made, shall be secured. All window boards will be fit to son en inset molding.
- 2. All fabricated boards will be painted with one (1) coat of primer on exterior surface.
- 3. Install dead bolt lock on front exterior door above existing took.
- 4. All 2" X 4" interior wood stock shall be padded with carpet type material minimum 4" X 8".
- 5. Padding to be adjusted to prevent damage to interior walls and wood trir t.

GUIDELINES FOR CLEANING AND CLOSING

- Closure as per above specifications (including accessory buildings).
- Cleaning Interior Remove all garbage, trash and debris. Correct any unsanitary conditions, such as stopped-up commodes.
- Cleaning Exterior Remove all debri and funk from premises. Cut suck overgrowth, weeds, trim shrubbery. Premises should be clean and reasonably neat when joints finished.

ACM REPORTS (IF APPLICABLE) WITH SITE

A limited asbestos sampling survey was conducted at Brook Run at the request of DeKalb County in 1998. The results are included in the report entitled "Environmental Study – Phase I and Limited Sampling and Testing for Brook Run Facility, 4770 North Peachtree Road, Dunwoody, Georgia". A copy of this report is available at the DeKalb County website, http://www.co.dekalb.ga.us/purchasing/index.htm.

A Pre-Demolition Hazard Assessment was performed in 2006 to assess the location and quantity of asbestos containing materials (ACM), other hazardous and non-hazardous materials, condition of structures, salvageable materials, site security and safety, construction entrances and exits, utilities management, and site restoration following demolition. The Pre-Demolition Assessment report (PDA report) that summarizes the findings of the assessment is included in CD format as a part of these specifications.

Other documents including site maps, building schematics, utilities schematics, and park Master Plans will be provided to the successful bidder.

Definitions:

Industrial hygienist means a professional qualified by education, training, and experience to anticipate, recognize, evaluate and develop controls for occupational health hazards.

Certified Industrial Hygienist (CIH) means one certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.

Presumed Asbestos Containing Material means thermal system insulation and surfacing material found in buildings constructed no later than 1980. The designation of a material as "PACM" may be rebutted pursuant to paragraph (k) (5) of this section.

Competent person means, in addition to the definition in 29 CFR 1926.32 (f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition, for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent and, for Class III and Class IV work, who is trained in a manner consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92 (a)(2).

Asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered. For purposes of this standard, "asbestos" includes PACM, as defined below.

Asbestos-containing material (ACM), means any material containing more than one percent asbestos.

CHMM means a Certified Hazardous Materials Manager, one who is capable of recognizing potentially hazardous materials and has been trained in the handling, storage, and disposal of such materials

TASK DESCRIPTIONS

- <u>Utilities</u> Locate and mark all electrical, gas, telephone, water, sewer, and any other utilities either above or below ground that are within the affected area. Refer to the PDA report, Drawing C1.1 for preliminary location of utilities. Refer to PDA report Section 3.2.9 for discussion of utilities disconnection/capping recommendations. Contractor shall coordinate the management of utilities with the appropriate utility company and/or with the appropriate county department unless otherwise specified.
 - a. Electric DeKalb County Facilities Management will coordinate the disconnection and/or rerouting of electric lines with Georgia Power Company. The Contractor will be responsible for the removal of all disconnected lines remaining in the affected area and all power poles not required for live service. Electric service shall be disconnected prior to demolition.
 - b. Gas Contractor shall coordinate termination of gas service and capping of lines as appropriate with Atlanta Gas Light Company. Gas lines are shown on Drawing C1.1 but Contractor shall have utilities locator identify and mark all existing gas lines within affected area. Removal of disconnected underground gas lines is NOT required under this contract but if gas lines are exposed during excavation of structures or roadways, the Contractor shall cut and remove all exposed lines and appurtenances. Gas service must be terminated prior to abatement and demolition.
 - c. Water DeKalb County Facilities Management will coordinate with Water & Sewer to disconnect water service to the affected area. Water service will be left on during abatement and demolition to provide water for dust control and other work related activities. During Site Restoration, water service will be terminated and the Contractor shall be responsible for cutting and removing all fire hydrants in the affected area no longer in service. Underground water lines must be capped and may be left in place.
 - d. Sewer The Contractor shall coordinate cutting and capping of sewer lines with DeKalb County Water & Sewer Department and the County Representative. The PDA report describes recommended cutting and capping locations for individual lines servicing the buildings slated for demolition. Sewer lines shall be cut and capped following demolition and during site restoration.
 - e. Storm Drains and other Stormwater Structures During abatement and demolition, stormwater shall be managed by the Contractor according to the Demolition Permit issued by the Development Department. Following demolition, the Contractor shall coordinate with the Parks Department for site restoration. The Contractor shall develop a Site Restoration Plan based on Parks requirements for use of the affected area after demolition and the Plan shall show final storm water management structures. Stormwater management structures no longer in service shall be removed and disposed by the Contractor.
- Security Fencing Install security fencing as recommended in PDA report or with similar suitable
 materials. See Drawing C1.1 and Section 3.8.2 of the text for discussion of security measures.
 The intent of fencing and other security measures is to control access to work site for safety of
 persons and security of equipment. Contractor may make recommendations for additional

- security and provide line item estimates for such measures. Fencing shall be installed prior to abatement and demolition and shall be removed by the Contractor at project end.
- 3. Erosion Controls The Contractor shall develop an Erosion and Sediment Control Plan to be submitted to the Development Department when requesting a Demolition Permit. Suggested erosion control measures are included in Drawing C2.0 of the PDA report. The Contractor is responsible for the installation and maintenance of all erosion control devices and shall remove all such devices at the end of the project period except as specified in the permit.
- 4. Construction Entrances The Contractor is responsible for installing construction entrances. Construction entrances are described in Drawings C2.0 and C3.0 of the PDA report. The proposed location of the main construction exit from the Power Plant building onto Barclay Drive will be discussed in depth at the Pre-Bid Meeting (date and time to be determined). This Construction exit must have a gate that can be securely locked during non-work hours. Since truck traffic is expected to be extremely heavy during building demolition, it is imperative that a safe and convenient exit be constructed. The Contractor shall remove the construction entrances at the end of the project and restore those areas to the natural contours or as specified by Parks for the Site Restoration Plan.
- 5. Asbestos Abatement The Contractor is responsible for the removal and proper disposal of all ACMs identified in the PDA report AND any other ACMs that are discovered during the abatement and/or demolition. The location and description of known ACMs is included in Appendix B, ACM Survey Report and in Drawings AB1.0, AB1.1, AB1.2, AB1.3, AB1.4, and AB1.5 of the PDA report. The Contractor shall install all necessary signage and site controls as required by OSHA during ACM removal. The Contractor shall submit all manifests and waste disposal documents related to ACM removal to the County Representative at the end of the project.
- 6. <u>Hazardous Materials</u> The Contractor shall remove and dispose all other hazardous and non-hazardous materials including liquids and solids in containers identified in the PDA report and any other hazardous and non-hazardous materials that may be identified during abatement and demolition. A description and location of identified materials is included in Appendix A, *Hazardous Materials Assessment Report* and in Drawings E1.0, E1.1, and E1.2 of the PDA report. The Contractor shall submit copies of all waste manifests and disposal documentation for materials removed as part of this task to the County Representative at the end of the project.
- 7. Salvage and Scrap The Contractor shall provide a description in the Response to ITB that addresses the management of salvageable materials and scrap including but not limited to steel framing, copper, stainless steel furniture and appliances, salvageable equipment such as X-ray machines, kitchen appliances, air compressors, pumps, etc. and any other materials or contents that may have salvage value. The PDA report includes a comprehensive listing of potentially salvageable and recyclable materials and equipment in Tables 2, 3, and 4. Ranges of salvage and scrap values are provided in the tables. It is expected that the bidding Contractor will adjust the demolition costs of the project based on the potential value of salvage and scrap materials.
- 8. <u>Building Demolition</u> The Contractor is responsible for the demolition and disposal of all building materials and contents. Demolition will begin when asbestos abatement and hazardous materials removal is completed. The proposed order of demolition of the buildings is as follows:

- a. Therapy Building
- b. Cottage #5
- c. Cottage #4
- d. Cottage #3
- e. Power Plant

Brick and concrete from buildings may be stockpiled on site for crushing and use as fill material in pipe vaults and excavations. The County Representative will determine the appropriate location on site for stockpiling wastes. When all buildings are removed, demolition of the driveways, parking areas, and pipe vaults will begin (see Note on pipe vault demolition below). Refer to Drawings C1.1, C2.0, and C3.0 in the PDA report for additional details regarding demolition of the buildings.

- 9. Proposed future use of the southwest end of Brook Run is for passive recreation with no large permanent structures. This includes the areas within the demolition zone. Once all buildings, foundations, parking areas, utilities, and roadways are removed, Site Restoration will be performed by the Contractor. Site Restoration will consist of the following:
 - a. Removal of all man-made materials such as rubble, wiring, metal, plastics, wood, and concrete that are not part of the remaining roadway, pipe vaults, or infrastructure.
 - b. Backfilling of all excavations and depressions left from foundation removal. Backfilling of excavations over 2 feet in depth shall be completed in 8-inch lifts with each lift compacted to 90-95% Standard Proctor density. Crushed concrete/brick from the building demolitions may be used as fill material. Backfill material will be placed to within 1 foot of the final grade.
 - c. Final fill to grade will consist of clean soil from a certified source.
 - d. All graded areas shall be seeded and covered with straw according to the requirements of the permit issued by the DeKalb County Development Department and other requirements of the Parks Department.

10. Deliverables

a. As-built drawing showing all roadways, underground structures left in place such as pipe vaults, drainage structures, sewer lines, water lines (active or inactive), electric lines and any other feature left in place that may be of interest in future redevelopment of the site. Locations of features must be surveyed and accurately depicted on the drawing with a scale of 1" = 100'. Drawing should be done in AutoCad or MicroStation and must be submitted as hard copy and in electronic format.

- b. Documentation to include the following:
 - i. Manifests and disposal documentation for asbestos removal and disposal.
 - ii. Receipts for salvageable and recyclable materials.
 - iii. Manifests and disposal documentation for hazardous materials.
 - iv. Disposal documentation for non-hazardous materials

PIPE VAULT DEMOLITION

The concrete pipe vaults carrying 10-inch hot and cold water lines from the Power Plant to the Therapy Building are to be left in place, backfilled with suitable fill material, and covered with soil to allow the planting of grass or other vegetation. Detailed management of pipe vaults is as follows:

- Remove concrete vault covers and dispose.
- Backfill vaults with crushed concrete and/or brick stockpiled from building demolition; fill
 material is to be placed around existing pipes and compacted so that minimal settling will occur
 after placement. Concrete/brick fill is to be placed to within 6 inches of the top of the vault.
- Clean soil is to be placed on top of the concrete/brick fill up to the surface and level with the surrounding grade. Bare soil is to be seeded and strawed as throughout the affected demolition area per Development Department requirements.

Pipe vaults with sides that extend above grade after removal of concrete covers are to be saw cut down to the existing grade where practicable. Contractors will meet on site with the County Representative prior to submitting bids to discuss which vaults are to be saw cut.

NOTES:

Once the Construction Entrance/Exit is installed, all vehicular traffic (associated with the demolition project) in and out of the Brook Run complex must use the Construction Entrance/Exit. The main entrance to the park from North Peachtree Road will not be open to truck traffic for the demolition project and the security guards at the entrance will be instructed to redirect truck traffic to the Construction Entrance/Exit. Much of the daily activities for visitors to the park take place near the main entrance and the accident potential is high, particularly with the estimated high volume of truck traffic expected during the demolition process.

Hours of Operation - Contractors hours of operation for this project will be between 7:00 AM and 9:00 PM Monday through Saturday. Any change to these hours (working after 9:00 PM or on Sundays) must be approved by the County Representative in writing.

The Contractor must develop a Site Health and Safety Plan prior to beginning work. The H&S Plan will address the following points:

• Site access and traffic.

- Site security.
- Emergency operations.
- Hazardous material management (asbestos and other materials).
- Communications with County Representative and Parks Staff.
- Hours of operation.
- Worker safety.
- Dust and noise control.
- Chain-of-Command.
- Nearest hospital or other emergency medical facility (location and route).

Existing vegetation - Parks staff will remove desired trees and shrubs from within the affected demolition area prior to demolition. Any remaining vegetation that is not included in tree save areas as designated by the Development Department or Parks staff shall be removed by the Contractor and disposed as waste. The Contractor is responsible for keeping equipment and personnel out of tree save areas and will replace any trees, shrubs or other vegetation damaged or lost due to negligence. Replacement vegetation is to be placed at locations within the park to be determined by Parks staff.

Concrete/brick waste - concrete and brick waste not crushed and used as fill material shall be removed and properly disposed by the Contractor.

DeKalb County Planning & Development Department

Patrick Ejike Director

Demo Permit Checklist

- O Provide to scale, (preferably 1"= 20") a site plan of subject property.
- O Plan must be sealed by a registered professional civil engineer, landscape architect, land surveyor or architect
- Show all structures on site. Delineate structure(s) to be demolished. A separate permit is required for each structure to be demolished.
- O Show all impervious surfaces such as driveways, walkways, etc. Indicate to be removed or to remain.
- O Historic district requires sign off from Planning Department.
- O Show all specimen trees on site.
- O. Show all trees on site, or provide a limit of disturbance locations. Trees, other than specimen with critical root zones (CRZ one foot of radius from tree per one inch of diameter as measured 4.5 feet above the ground) outside of the limits of disturbance do not have to be shown.
- O Provide tree protection fence @ CRZ of all saved trees
- O Limits of disturbance to be marked by tree protection fencing, and silt fence if topography requires it.
- O Provide Erosion and Sedimentation control as needed
 - ☐ Silt Fence
 - Construction exit
 - Mulch, temporary, permanent grass
- O Show Location of all existing:
 - ☐ Flood plan limits
 - O State waters buffers
 - Transitional zoning buffers
 - **Q** Easements
 - Drainage and utility structures

The following notes must appear on all Plans:

- O All land disturbance to be stabilized with vegetation upon completion of demolition.
- O All trees to remain and have proper protection unless approved plans indicates otherwise.
- O Call for final inspection at 404-371-4913.

330 West Ponce de Leon Avenue – Suites 100-500 – Decatur, Georgia – 30030 [voice] 404.371.2155 – [Planning Fax] (404) 371-2813 [Development Fax] (404) 371-3007 Web Address http://www.co.dekalb.ga.us/planning Email Address: planning@co.dekalb.ga.us



DORE & ASSOCIATES CONTRACTING, INC.

NATIONWIDE SPECIALISTS CONTRACTING & ENGINEERING

February 12, 2007

Mr. Kelvin L. Walton
Acting Director, Purchasing & Contracting
DeKalb County Government
Room 202, Maloof Center
1300 Commerce Drive
Decatur, GA 30030

Re:

Contract No. 07-900545

Dear Mr. Walton:

This letter serves to inform you that Dore & Associates Contracting, Inc. will be financially responsible for the General Liability deductible of \$15,000 Policy No. BK00030572, The Excess Liability Deductible of \$10,000 Policy No. EAU708698 and the Equipment Lease Deductible of \$1,000 Policy No. 35MSUK7060. These policies are reflected on our certificate of insurance with Meadowbrook, Inc./Saginaw Agency and provided to DeKalb County, Georgia.

We look forward to working with you and your organization on this project. Should you have any questions or concerns please do not hesitate to contact me.

Sincerely,

DORE & ASSOCIATES CONTRACTING, INC.

Edward M. Dore

Vice President of Operations

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 04/30/07 WC1219050 04/30/06 \$1,000,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 **OTHER Contractors** 35MSUK7060 11/19/06 11/19/07 \$500,000 Any One Item Equipment Leased/Rented Except \$250,000 for Crane w/1,000 Ded. Leased/Rented

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS ** 30 days cancellation, Except 20 days for Workers Compensation, and only 10 days cancellation due to nonpayment.

Contract Liability is included.

DEDUCTIBLE RETENTION

s 10000

Contract# 07-900545 Demolition of designated structures @ Brook Run Park.

(See Attached Descriptions)

CENTIFICATE HOLDER		CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DeKalb Cour	nty, GA	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ** DAYS WRITTEN
Director of P	Urchasing & Contracting	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
The Maloof (Center	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR
1300 Comme	erce Drive	REPRESENTATIVES.
Decatur, GA	30030	AUTHORIZED REPRESENTATIVE

......

DESCRIPTIONS (Continued from Page 1) Subcontractors are covered to the extent to which they do not provide their own insurance. Iders Risk coverage is provided under policy #IHH8613817 efft 2/16/07 to 8/16/08 Overage limit is \$1,345,950 w/ \$2500 Deductible with Citizens Insurance Comapny of America.							
1							
* .							