



**CITY OF FOREST PARK**  
**DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING**

Thursday, February 22, 2024 at 3:00 PM  
Council Chambers

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

## AGENDA

**Angelyne Butler**, *Chairwoman*  
**Nachae Jones**, *Vice Chairwoman*  
**Jacklyn Faith**, *Member*  
**Nancy Howard**, *Member*  
**Tre Holland**, *Member*  
**Dhaval Shah**, *Member*  
**Eric Stallings**, *Member*

**CALL TO ORDER/WELCOME:**

**ROLL CALL:**

**APPROVAL OF MINUTES:**

1. Approval of November 9, 2023, Special Called Meeting Minutes
2. Approval of January 25, 2024, Regular Meeting Minutes

**OLD BUSINESS:**

3. Main Street Program Update
4. FY 2023-2024 Budget Amendment

**NEW BUSINESS:**

5. Finance Report
6. 4950 Courtney Drive Demolition
7. 4882 Hale Road Demolition

**EXECUTIVE SESSION:**

(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

*In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.*



**CITY OF FOREST PARK  
DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL CALLED MEETING**

Thursday, November 09, 2023, at 3:00 PM  
Council Chambers

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

**MINUTES**

**Angelyne Butler**, *Chairwoman*  
**Nachae Jones**, *Vice Chairwoman*  
**Jacklyn Faith**, *Member*  
**Nancy Howard**, *Member*  
**Tre Holland**, *Member*  
**Dhaval Shah**, *Member*  
**Eric Stallings**, *Member*

**CALL TO ORDER/WELCOME:**

Chairwoman Butler called the Downtown Development Authority Special Called Meeting on November 9, 2023, to order at 3:04 pm.

**PRESENT:**

Mayor Angelyne Butler, MPA  
Nachae Jones  
Jacklyn Faith  
Nancy Howard (left meeting at 5:30 p.m.)  
Tre Holland  
Eric Stallings

**ALSO PRESENT:**

Ricky L. Clark, Jr., City Manager  
Michael Williams, City Attorney  
Councilmember Latresa Akins-Wells  
James Shelby, Capital Project Manager  
John Wiggins, Director of Finance  
Bobby Jinks, Director of Public Works  
LaShawn Gardiner, Director of Planning & Community Development  
Bruce Abraham, Director of Economic Development  
Rochelle Dennis, Economic Development Project Manager  
Charise Clay, Economic Development Staff Assistant

**APPROVAL OF MINUTES:**

1. **Approval of July 27, 2023, Meeting Minutes**
2. **Approval of August 22, 2023, Special Called Meeting Minutes**

Jacklyn Faith made a motion to approve both sets of meeting minutes as is. Nachae Jones seconded the motion. Motion approved unanimously.

**OLD BUSINESS:****NEW BUSINESS:**

3. **Duncan's Landscaping & Maintenance agreement**

Mr. Shelby delivered the update:

- There were several upgrades and improvements to the City Plaza area on Main Street. To keep the space in its newly fashioned appearance, the board would need to approve a landscaping & maintenance contract for the area. The contract includes mowing, fertilization, mulching, debris collection, and other property maintenance needs. Services would be provided monthly. Planting annual flowers and seasonal trees twice a year would also be included in the services provided. Each seasonal tree is expected to cost around \$4,500. The estimated monthly maintenance cost is \$1,989 and an additional annual cost of \$9,000 for the landscaping of flowers during the fall & spring seasons. The board suggested term amendments be made to the contract and be represented to them at a future meeting.

Eric Stallings made a motion to consider two more quotes for landscaping and include the board's amendments to the current contract on the additional requested quotes. Tre Holland seconded the motion. Motion approved unanimously.

4. **Higher Interest Earning Account Options**

Mr. Clark delivered the update:

- There is a program called the "Georgia Fund 1" program that the DDA can participate in that yields a higher earning interest rate compared to the traditional account that is currently being used. The Urban Redevelopment Authority has deposited a percentage of their funds into the program already.
- **Other Discussion:** Director Wiggins stated he confirmed with Truist Bank that the current interest rate is 4% that the DDA is receiving compared to the 5.36% that the Georgia Fund 1 program offers.

Eric Stallings made a motion to approve the use of the Georgia Fund 1 program. Nachae Jones second the motion. Motion approved unanimously.

5. **Property Management Agreement with Atlanta New Homes Marketing** (Discussed in Executive Session)

6. **The Collaborative Firm Contract Renewal**

- The Collaborative Firm updated the board on its recent activities on behalf of the DDA. A DDA webpage refresh, DDA Today videos, and digital & printed Greenleaf newsletters are among some of those activities. Moving forward, the plan is to place more of a focus on economic development and marketing materials that highlight the incentives and assets in Forest Park. They also plan to host Business Booster Roundtables that will highlight direct resources for businesses in the Downtown District and DDA After Hours that will allow small businesses to network and highlight their services/ products. The board requested analytics & data on the viewership of the services provided to them.

Jacklyn Faith made a motion to table the approval of the contract until the data & analytics are received. Nachae seconded the motion. Motion approved unanimously.

### 7. Joint Economic Development Board Chair Meeting

Mrs. Dennis delivered the update:

- The purpose of the meeting is for the DDA, DA, and URA Board Chairs to prepare an agenda for all board member joint Economic Development retreat. The goal is to have a planning/ strategy meeting delivering updates on properties and projects from each board. The meeting will take place on November 20 from 12pm-3pm at the Kimpton Hotel.

### 8. September Financial Report

Ms. Clay delivered the update:

- As of September 29, 2023, the DDA had \$4,178,247.83 in their account. The board was given a report detailing the YTD budget spending. Based on the report, the professional services, repairs & maintenance, and infrastructure/ construction line items are totaling beyond the approved budgeted amount for each. Chairwoman Butler requested a list of all the professional services, and a list of maintenance contracts that have been paid thus far.

Nancy Howard made a motion to adopt the summary as is. Jacklyn Faith seconded the motion. Motion approved unanimously.

### 9. 819 & 833 Forest Parkway updates

Mr. Clark delivered the update:

- Renderings for the redevelopment of 833 Forest Parkway were shown to the board. The proposed name is "The Grapevine." The incubator will feature food terminals for local vendors, flex space offices for entrepreneurs, open space for presentations, a functioning bar with libations, and a drive-thru coffee shop. Redevelopment costs total around \$4.2 million.

### 10. Main Street RFP update (Discussed in Executive Session)

### 11. Economic Development Update

Mr. Abraham delivered the update:

- The Army recently turned over 140 acres to the URA. Another one hundred acres to the south at Gillem should be turned over by the end of the year. Mayor Butler led a group of city staff to the Heritage Veterans Museum for a tour of their facility with the hopes of drawing inspiration for a military museum at Gillem Logistics Center commemorating Ft. Gillem. Forest Station, a 60-unit adult living community, recently opened, and is currently interviewing potential residents. The Economic Development team is still fine tuning the city's film strategy. An event is being planned to celebrate the debt payment to the Army and the final land turnovers. An event planning meeting for this will be on December 4, 2023. The proposed events dates are April 16-18, 2024, at Gillem Logistics Center. Fundraising will help support the cost of the event.

Mrs. Dennis delivered the update:

- The interest form to participate in the GA Main Street program was submitted on October 2, 2023. Currently we are waiting for the application to be released on May 1, 2024. Applications must be submitted between May 1-July 1, 2024. The city is participating in Small Business Saturday with American Express. The program promotes shopping at small businesses throughout the holiday season. In combination with the annual holiday parade, businesses near Main Street are being asked to decorate the exterior of their buildings in holiday cheer. The winner of the competition will receive breakfast for their staff compliments of the City of Forest. There will also be a gingerbread & tree decorating competition at the holiday festival after the parade.

### 12. HD Supply Tax Abatement (Discussed in Executive Session)

**EXECUTIVE SESSION:**

(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)

Nachae Jones made a motion to enter the executive session at 4:07 p.m. Tre Holland seconded the motion. Motion approved unanimously.

Tre Holland made a motion to exit the executive session and reconvene the regular meeting at 5:29 p.m. Nachae Jones seconded the motion. Motion approved unanimously.

Nachae Jones made a motion to authorize the Chair to execute a management agreement with Atlanta New Homes Marketing. Eric Stallings seconded the motion. Motion approved unanimously.

Nachae Jones motion to authorize the Chair to sign the resolution for HD Supply's tax abatement. Eric Stallings seconded the motion. Motion approved unanimously.

**ADJOURNMENT:**

Jacklyn Faith made a motion to adjourn the meeting at 5:37 p.m. Nachae Jones seconded the motion. Motion approved unanimously.

*In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.*



**CITY OF FOREST PARK**  
**DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING**

Thursday, January 25, 2024, at 3:00 PM  
Council Chambers

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

**MINUTES**

**Angelyne Butler**, *Chairwoman*  
**Nachae Jones**, *Vice Chairwoman*  
**Jacklyn Faith**, *Member*  
**Nancy Howard**, *Member*  
**Tre Holland**, *Member*  
**Dhaval Shah**, *Member*  
**Eric Stallings**, *Member*

**CALL TO ORDER/WELCOME:**

Chairwoman Butler called the Downtown Development Authority Regular Meeting of January 25, 2024, to order at meeting 3:03 p.m.

**ROLL CALL:**

Angelyne Butler  
Nachae Jones  
Jacklyn Faith  
Eric Stallings

**ALSO PRESENT:**

Rickly L. Clark, Jr., City Manager  
Danielle Matricardi, City Attorney  
Bruce Abraham, Economic Development Director  
Rochelle B. Dennis, Economic Development Project Manager  
John Wiggins, Finance Director  
Jeremi Patterson, Deputy Finance Director

**APPROVAL OF MINUTES:**

1. The November 9, 2023, Special Called Meeting Minutes were not ready for review and approval. Jacklyn Faith made a motion to approve the November 9, 2023, Special Called Meeting Minutes at the February 22, 2024, Regular Meeting. The motion was seconded by Nachae Jones and unanimously approved.

**OLD BUSINESS:****2. Main Street RFP Update:**

- Ms. Dennis provided an update on the proposal for the sale and development of 751-771 Main Street.

**3. 833 Forest Parkway Update (Video Presentation):**

- Mr. Clark provided an update on the development of 833 Forest Parkway. The proposed \$4.6M buildout is funded by a HUD grant through Clayton County. Data indicates that Forest Park is a food desert. To that end, the Grapevine will feature a food hall with three office flex spaces, and a commercial commissary kitchen. Additionally, a video concept of Grapevine was shown.

**4. City Plaza Landscape Maintenance:**

- Ms. Dennis provided three landscape proposals for the City Plaza for review on behalf of James Shelby. Nachae Jones made a motion to approve a six-month contract for WCC for landscape services with an option to reevaluate and renew at contract end. Nancy Howard seconded. The motion passed unanimously.

**NEW BUSINESS:****5. DDA Board Elections:**

- Approved unanimously by the board, the following are the 2024 slate of officers for the Downtown Development Authority:
  - Angelyne Butler, Chair
  - Eric Stallings, Vice Chair
  - Secretary, Charise Clay, Economic Development Staff Assistant
  - Treasurer, Charise Clay, Economic Development Staff Assistant

**6. Finance Report:**

- An amendment is required for the 2023-2024 approved budget. Per staff recommendations, the amendment will be presented for review and approval at the February 22, 2024, meeting. Starting at the February 22, 2024, meeting, the Finance Department will provide the DDA Finance Report to include a monthly Expenditure Report and YTD Budget Report. Eric Stallings made a motion to table the approval of the Finance Report until the February 22, 2024, meeting. Jacklyn Faith seconded the motion. The motion unanimously passed.

**7. Economic Development Update:**

- Mr. Clark suggested that the DDA create a calendar of events and hold think tank sessions on how to activate Main Street.

**8. DDA Property Update, Insurance & Landscape Maintenance:**

- Director Bruce Abraham provided an updated DDA property list which showed sixteen properties owned by the DDA, twelve properties to be improved and three currently occupied.
- Director Abraham discussed a need for a Scope of Work detailing maintenance of landscaped beds versus grass cutting. In the board discussion, it was suggested that a single vendor and the same vendor used to maintain the City Plaza be used for maintenance of landscape beds and grass cutting for all DDA owned properties.
- Director Abraham provided an update on the DDA property insurance requirements. The insurance carrier is requiring a letter to be sent from the City detailing that Forest Park PD is patrolling the DDA properties. The DDA is not currently paying for insurance on their properties as DDA properties are under the City policy. Mayor Butler asked Director Abraham to get an insurance proposal to insure the sixteen DDA properties with a competitive rate.

- 9. Piper Sandler, Ed Wall Contract Renewal:** A motion was made by Nachae Jones to accept the proposal from Piper Sandler to have Ed Wall function as the Financial Advisor for the DDA. Eric Stallings seconded the motion. The motion passed unanimously.



**EXECUTIVE SESSION:**

(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)

- Jacklyn Faith made a motion to enter executive session at 3:47 p.m. Nachae Jones seconded the motion. The motion passed unanimously.
- Board Member Nancy Howard removed herself to avoid potential conflict of interest;
- Jacklyn Faith made a motion to exit the executive session and reconvene the regular meeting at 4:37 p.m. Eric Stallings seconded the motion. The motion passed unanimously.
- **Discussion of Sale of 751-771 Main Street:** Eric Stallings made a motion to accept the offer of Nouveau to purchase 751-771 Main Street for \$350,000 with an option to decrease the purchase price. The motion was seconded by Nachae Jones. The motion passed unanimously.

**ADJOURNMENT:**

Jacklyn Faith made a motion to adjourn the meeting at 4:41 p.m. Eric Stallings seconded the motion. The motion passed unanimously.

*In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.*

## DOWNTOWN REDEVELOPMENT AUTHORITY FUND

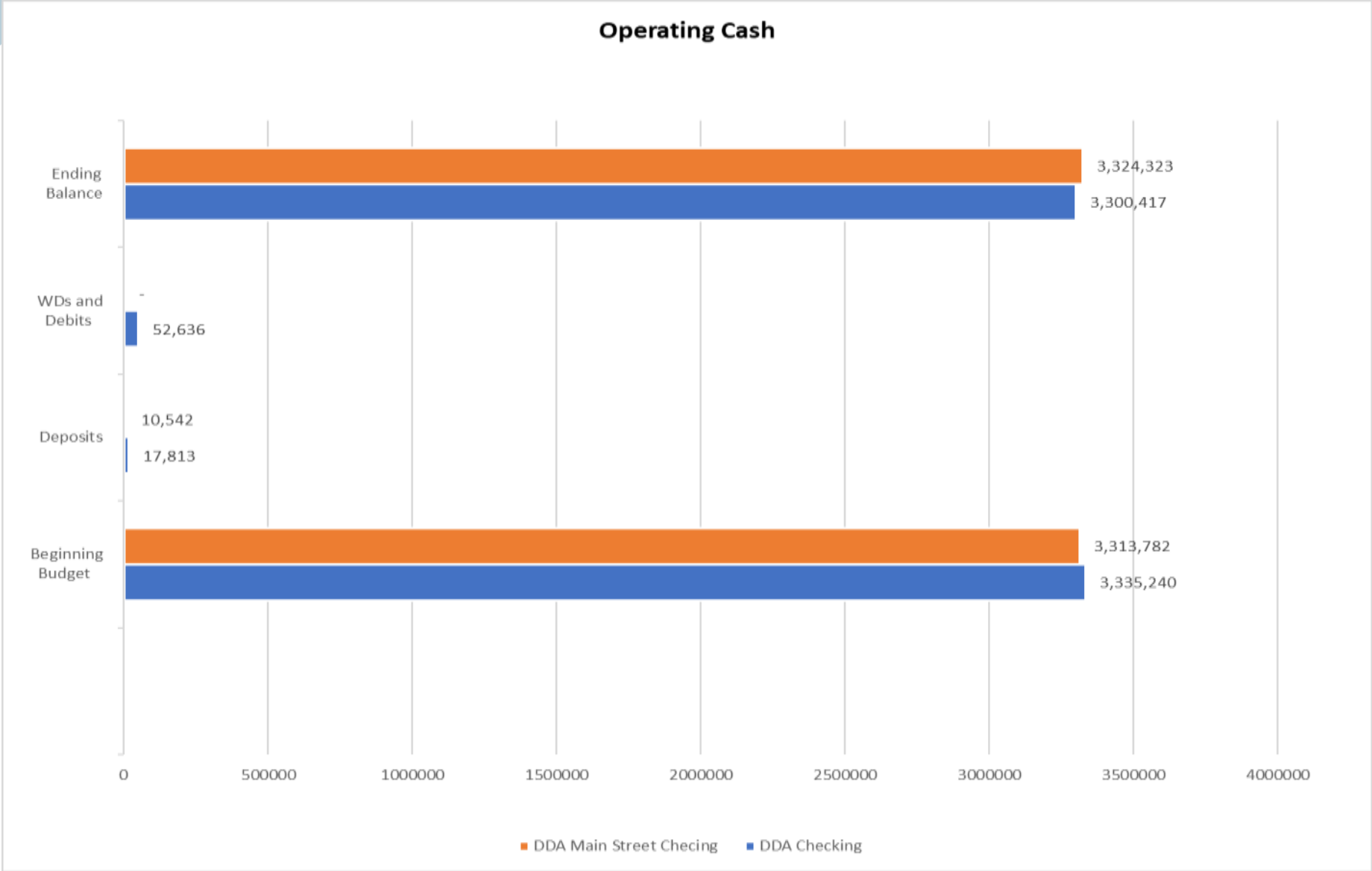
### Operating Cash:

	Beginning Budget	Deposits	WDs and Debits	Ending Balance
DDA Checking	3,335,240	17,813	52,636	3,300,417
DDA Main Street Checing	3,313,782	10,542	-	3,324,323
<b>Total Operating Cash:</b>	<b>6,649,021</b>	<b>28,354</b>	<b>52,636</b>	<b>6,624,740</b>

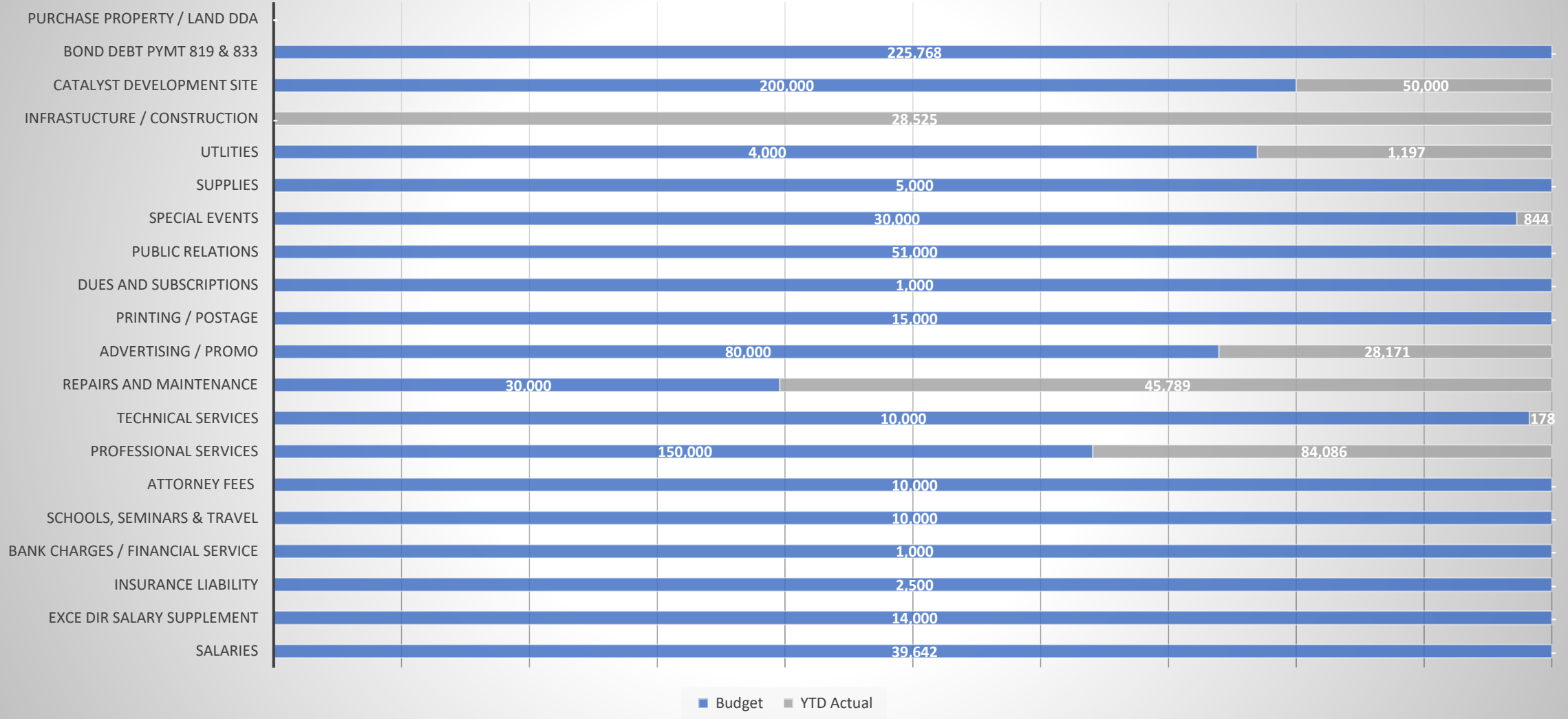
### Operating Expense:

	Budget	YTD Actual	Encumbrance	Budget Balance
Salaries	39,642	-	-	39,642
Exce Dir Salary Supplement	14,000	-	-	14,000
Insurance Liability	2,500	-	1,263	1,237
Bank Charges / Financial Service	1,000	-	-	1,000
Schools, Seminars & Travel	10,000	-	726	9,274
Attorney Fees	10,000	-	-	10,000
Professional Services	150,000	84,086	-	65,914
Technical Services	10,000	178	178	9,643
Repairs and Maintenance	30,000	45,789	26	(15,815)
Advertising / Promo	80,000	28,171	2,288	49,542
Printing / Postage	15,000	-	-	15,000
Dues and Subscriptions	1,000	-	-	1,000
Public Relations	51,000	-	-	51,000
Special Events	30,000	844	-	29,156
Supplies	5,000	-	-	5,000
Utilities	4,000	1,197	-	2,803
Infrastructure / Construction	-	28,525	-	(28,525)
Catalyst Development Site	200,000	50,000	-	150,000
Bond Debt Pymt 819 & 833	225,768	-	-	225,768
Purchase Property / Land DDA	-	-	-	-
<b>Total Expense:</b>	<b>878,910</b>	<b>238,790</b>	<b>4,481</b>	<b>635,639</b>

<b>Total Net Position as of January 2024:</b>	<b>11,387,353</b>	<b>6,973,262</b>	<b>(4,481)</b>	<b>4,418,572</b>
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# OPERATING EXPENSE



### DEMOLITION PRICE WORKSHEET

Property Address: <u>4950 COURTNEY DRIVE</u>	Date: <u>2/16/24</u>
Contractor's Name: <u>KISSBERG CONSTRUCTION INC.</u>	

**Services/DEMOLITION**

	Unit of Measure	Qty.	@	Unit Price	Total
1-Story Frame Structure	S.F	<u>1,832</u>	@	<u>\$ 7.00</u> p.s.f =	<u>12,824.00</u>
Frame Structure each additional level	S.F	_____	@	\$ _____ p.s.f =	_____
1-Story Frame w/ Brick Veneer	S.F	_____	@	\$ _____ p.s.f =	_____
Frame/Brick Veneer each additional level	S.F	_____	@	\$ _____ p.s.f =	_____
Solid Masonry <u>Lower Level</u>	S.F	<u>1,832</u>	@	<u>\$ 5.00</u> p.s.f =	<u>9,160.00</u>
Solid Masonry each additional level	S.F	_____	@	\$ _____ p.s.f =	_____
1-Story Concrete w/ Reinforced Steel	S.F	_____	@	\$ _____ p.s.f =	_____
1-Story Steel Girder & Metal Clad Structure	S.F	_____	@	\$ _____ p.s.f =	_____
Accessory Structure (Frame)	S.F	_____	@	\$ _____ p.s.f =	_____
Accessory Structure (Brick or Block)	S.F	_____	@	\$ _____ p.s.f =	_____
Structure w/ Steep Roof (area above 6 1/2 pitch)	S.F	_____	@	\$ _____ p.s.f =	<u>1,200.00</u>
Removing and Hauling of <u>exterior and interior junk, trash and debris</u> (including but not limited to bulky tree limbs, severe kudzu/vines, shrubbery trimmings, furniture, old appliances, ect.)	C.Y.	_____	@	\$ _____ p.c.y. =	_____
Cut all overgrowth of weeds, grass and bushes (exceeding 12" in height)	S.F	_____	@	\$ _____ p.s.f =	_____
Concrete paving slabs, reinforced up to 8" thick	S.F	_____	@	\$ _____ p.s.f =	_____

### DEMOLITION PRICE WORKSHEET

Asphalt pavement

S.F. \_\_\_\_\_ @ \$ \_\_\_\_\_ p.s.f. = \_\_\_\_\_

On site crushing and stockpiling of concrete (quantities greater than 200 cu.yd.)

C.Y. \_\_\_\_\_ @ \$ \_\_\_\_\_ p.c.y. = \_\_\_\_\_

Additional clean fill dirt needed to level lot

C.Y. \_\_\_\_\_ @ \$ \_\_\_\_\_ p.c.y. = \_\_\_\_\_

Kentucky 31 Tall Fescue

S.F. \_\_\_\_\_ @ \$ \_\_\_\_\_ p.s.f. = 200.00

Common Bermuda

S.F. \_\_\_\_\_ @ \$ \_\_\_\_\_ p.s.f. = \_\_\_\_\_

Install Silt Screen (36")

L.F. \_\_\_\_\_ @ \$ 1.50 p.l.f. = 250.00

Install 8' tall chain link fence

L.F. \_\_\_\_\_ @ \$ \_\_\_\_\_ p.l.f. = \_\_\_\_\_

12' wide gate and lock

EACH \_\_\_\_\_ @ \$ \_\_\_\_\_ EACH = \_\_\_\_\_

Removal of tires

EACH \_\_\_\_\_ @ \$ \_\_\_\_\_ EACH = \_\_\_\_\_

Rodent Clearance Letter

EACH \_\_\_\_\_ @ \$ \_\_\_\_\_ EACH = 175.00

COMMENTS/NOTES:

TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_  
Housing Demolition Officer Signature

\_\_\_\_\_  
Contractor's Signature

# DEMOLITION PRICE WORKSHEET

## ASBESTOS REMOVAL

Exterior Siding

*Asbestos Survey*

Unit of Measure	Qty.	@	Unit Price	Total
S.F	_____	@ \$	_____ p.s.f =	_____
	_____		_____	750.00

Roofing

All Layers

Flashing Materials

Shingles

S.F	_____	@ \$	_____ p.s.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____

Floor Covering on Wood Substrate

Floor Tile (all layers)

Sheet Goods (all layers)

Mastic

S.F	_____	@ \$	_____ p.s.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____

Floor Covering on Concrete Substrate

Floor Tile (all layers)

Sheet Goods (all layers)

Mastic

S.F	_____	@ \$	_____ p.s.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____

HVAC System

Pipe Insulation

Duct Insulation

Tank Insulation

Felt Duct Tape

Flue Duct (Cement Board)

Cement Sheet, Millboard and Paper

L.F.	_____	@ \$	_____ p.l.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____
L.F.	_____	@ \$	_____ p.l.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____
S.F	_____	@ \$	_____ p.s.f =	_____

Glazing and Caulks

Glazing

Exterior Caulk

L.F.	_____	@ \$	_____ p.l.f =	_____
L.F.	_____	@ \$	_____ p.l.f =	_____

# DEMOLITION PRICE WORKSHEET

## Interior Structure

Soundproofing or Decorative Material sprayed on walls or ceilings S.F. \_\_\_\_\_ @ \$ \_\_\_\_\_ p.s.f = \_\_\_\_\_

Patching and Joint Compounds for walls and ceilings and associated drywall systems materials S.F. \_\_\_\_\_ @ \$ \_\_\_\_\_ p.s.f = \_\_\_\_\_

Textured Paint on walls and ceilings S.F. \_\_\_\_\_ @ \$ \_\_\_\_\_ p.s.f = \_\_\_\_\_

## Portable Storage Container

Residential per day \$ \_\_\_\_\_

Building (Commercial) perday \$ \_\_\_\_\_

### COMMENTS/NOTES:

\* PRICE DOESN'T INCLUDE ASBESTOS ABATEMENT.

TOTAL: \$ 24,559.00

*[Signature]*  
Contractor's Signature





**PROPOSAL**

February 19, 2024

3707 Main St., Ste. 25  
College Park, GA 30337  
*tandegrading@yahoo.com*

Admin.(Ernie): 404-310-6659  
Operations(William): 404-606-5075

**Proposal Submitted to**

Name:	Bruce Abraham, City of Forest Park	Job Name:	demo house
Address:	745 Forest Pkwy., Forest Park, GA 30297	Phone:	470-808-2104
Job Location:	4950 Courtenay Drive, Forest Park, GA 30297	Email:	<i>babraham@forestparkga.gov</i>

*We hereby submit our proposal for the following work:*

1. Install silt fence and tree protection as needed.
2. Demolish house, including foundation, footings, walks, patios, and driveway.
3. Haul away demolition debris.
4. Seed and straw area after cleanup..
5. Work to be completed using excavator, hand labor, and dump trucks and/or containers.
6. Contractor shall provide all machines, personnel, labor, fuel, insurance, and dump fees.
7. Customer shall provide asbestos inspection (and removal if required), and demolition permit.

Price for this work shall be Twenty-five thousand and no/100 dollars (\$25,000)

Payments shall be made as follows: 50% deposit before work begins.  
Balance upon completion.

Any payment unpaid after 10 days will incur a late charge of 10% and 1.5% each month thereafter.

*Terms and Conditions - All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon and subject to strikes, accidents, weather, or delays beyond our control. Any delay due to customer may be subject to additional machine rental charges. Daily rates shall include at least 6 and no more than 7 hours of work. Any job cancelled after delivery of machine(s) shall be subject to a delivery charge. This proposal may be withdrawn if not accepted within 30 days.*

**Acceptance of Proposal** - The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

*Contractor carries Workmens' Comp and Liability Insurance through Griffin Insurance Agency and has City of College Park Business License #10692. Bonding and credit card or debit card payment are also available at additional charge.*

Date \_\_\_\_\_ Customer Signature \_\_\_\_\_



February 19, 2024

Project: City of Forest Park (4950 Courtney Drive (Home Demolish))

Attn: Bruce Abraham

Technique Concrete Construction Company's proposal to demolish the home located at 4950 Courtney Drive, Forest Park, GA. 30297 and includes all labor, material, equipment, and supervision for the demolish and disposal is as follows:

**Scope of Work for the above project includes the following:**

- 1. Demolish of the entire home.
- 2. Haul-off of all demo items.
- 3. Disposal of all demo items.
- 4. Cleanup of work area as demolish work progresses to maintain a clean & safe work site.

**Scope of Work for the above project excludes the following:**

- 1. Night work of any kind.
- 2. Temporary erosion control.
- 3. Soils compaction testing.
- 4. Excavation and/or handling of any unsuitable or contaminated soils.
- 5. Performance bond.

Technique Concrete's proposal for above.....\$ 64,780.00

*Randall Tinsley, Sr. Project Manager*



February 15, 2024

**City of Forest Park**  
785 Forest Parkway  
Forest Park, GA 30297

**Attention:** Mr. Bruce Abraham

**Subject: Proposal to Perform a NESHAP Pre-Demolition Asbestos Survey**  
4950 Courtney Dr.  
Forest Park, Georgia

Dear Mr. Abraham:

Oasis Consulting Services (Oasis) sincerely appreciates the opportunity to provide this proposal to perform a NESHAP Pre-Demolition Asbestos Survey for the residential structure located on the above-referenced Subject Property. The following will present our understanding of the project, a requested scope of services, and the cost for those services.

### **PROJECT INFORMATION**

We understand that the City of Forest Park is in need of a NESHAP Pre-Demolition Asbestos Survey prior to performing future demolition activities; therefore, Oasis will conduct an asbestos-containing materials survey of one residential structure located at 4950 Courtney Drive in Forest Park, GA slated for demolition. According to the Clayton County Tax Assessor, the structure is approximately 1,800 square feet in size and was originally built in 1923 with apparent renovations or additions in 1981.

## SCOPE OF SERVICES

### Asbestos Containing Materials Survey

Oasis will conduct a NESHAP Pre-Demolition Asbestos Survey within interior and exterior portions of the existing structure. The asbestos survey will be conducted in accordance with the USEPA NESHAP asbestos regulatory program and the Georgia Environmental Protection Division – Asbestos Program, as appropriate.

Asbestos surveying is required in order to obtain a building demolition permit where applicable, and for the purposes of OSHA, to promote worker awareness and knowledge that asbestos is or is not present within building materials planned for disturbance via demolition activities. The following is a brief list of our scope of work:

- Photographs of representative sample materials will be taken for inclusion into the asbestos report.
- A site plan/sampling location map will be provided in the report which will depict all of the asbestos sampling locations.
- Analysis of bulk samples for asbestos content will be performed by using Polarized Light Microscopy (PLM) according to the EPA Interim Method of Asbestos in Bulk Insulation Samples as defined in 40 CFR 763, Appendix A to Subpart F. Proper chain-of-custody documentation will also be completed and included in the report. This proposal anticipates the collection of approximately 20 suspect samples for analysis.
- Materials which can visually be determined to be non-asbestos (i.e., fibrous glass, foam, rubber, wood, metal, etc.) by the licensed inspector are not required to be sampled.
- Oasis will **not** conduct destructive/invasive sampling techniques (i.e. demolition of walls or ceilings to access areas behind walls, above ceilings and ceiling tiles, wall chases, etc.) during the survey unless permission is granted by the owner.
- Oasis will conduct roof and exterior sampling; at the request of the Client, roofs may be temporarily patched. Oasis cannot be held responsible for any future roof leaks.

### Report Preparation

Upon completion of the field work and laboratory analyses, Oasis will prepare a written report of our services that summarizes the findings. The report will include a description of sampling techniques, sample locations, and analytical results. The report will also include estimated quantities of materials that contain asbestos, if present. Oasis will utilize existing building maps to include in the report, where possible. Oasis will also provide our conclusions and recommendations in each report or if additional work is required.

## ESTIMATED COST

The above outlined scope of work will be completed for a lump sum fee of **\$1,850**.

As part of this cost proposal, Oasis has made the following assumptions:

- We can begin the site visit without delay and all fieldwork may be conducted during normal business hours (8:00 a.m. to 5:00 p.m.).
- The City of Forest Park will arrange access to the structure for inspection.
- Weather conditions will not delay fieldwork.
- This proposal assumes standard laboratory turnaround time (approximately 5-7 business days). At your request, the laboratory analyses can be rushed for an additional fee.

We will notify you of any work that is required beyond the outlined work scope.

### CLOSING

Oasis sincerely appreciates the opportunity to provide you with our proposal. If your review of this proposal is acceptable, please execute the final page of the attached Project Services Agreement and send us one copy. This Agreement will serve as our contract.

Should you have any questions regarding this proposal, please do not hesitate to contact the undersigned at (678) 739-2400 or by e-mail at [abutterfield@oasis-cs.com](mailto:abutterfield@oasis-cs.com). We look forward to working with you.

Sincerely,  
**Oasis Consulting Services**



Ashley Butterfield, P.G.  
Environmental Director



## PROJECT SERVICES AGREEMENT

This **PROJECT SERVICES AGREEMENT** (PSA) is between \_\_\_\_\_ (Client) including its subsidiaries and affiliates and Oasis Consulting Services (Consultant) for services to be provided on the project(s) referenced immediately below and/or described in the individual proposals or task orders whose sections are incorporated into this PSA.

**Project:** 4950 Courtney Dr. **Proposal Number:** \_\_\_\_\_ **Dated:** February 15, 2024 **Scope of Services:** NESHAP Pre-Demolition Asbestos Survey

**Please check and initial the box if this PSA will serve as a Master Services Agreement for multiple projects.**  
The agreement will automatically renew annually until terminated in writing by either party as set forth herein.

1. **Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual proposal, task order (which sections are incorporated into this PSA) or as described in the Scope of Services above. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of Services.
2. **Acceptance/Termination.** Client agrees that execution of this PSA is a material element of the consideration Consultant requires to execute the Services. If Services are initiated by Consultant prior to execution of this PSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this PSA. Additional terms and conditions may be added or changed only by written amendment to this PSA signed by both parties. In the event Client uses a purchase order or other form to administer this PSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This PSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this PSA or the Services upon seven (7) days written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests and Consultant agrees, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual proposal, task order (which sections are incorporated into this PSA) or per the Fee Schedule attached to this PSA. If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 60 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including reasonable attorney fees. Consultant may suspend Services for lack of timely payment upon seven (7) days written notice until Client pays all outstanding fees and costs, including suspension charges. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This PSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not

intended for third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client. However, Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT IS LIMITED TO THE GREATER OF \$50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS PSA. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their respective negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this PSA. Causes of action arising out of Consultant's services or this PSA regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ/\$1,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim/\$2,000,000 agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** This PSA shall be governed by and construed according to Georgia law, without regard to any choice of law provisions. The Parties agree that exclusive jurisdiction and venue for any claims or suits arising from, by or between the Parties relating to this Agreement or the Project shall be the State or Superior Court of Fulton County, Georgia.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services. However, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule

Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

- 14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant shall be entitled to rely on said information provided by client.
- 17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Oasis Consulting Services

Client: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By:\* \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Michael J. Monteleone, PE – Executive V.P.

Name/Title: \_\_\_\_\_

Address: 45 Woodstock Street

Address: \_\_\_\_\_

City: Roswell State and Zip: GA 30075

City: \_\_\_\_\_ State and Zip: \_\_\_\_\_

Office Phone: 678-739-2400 Cell: 404-307-2680

Office Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: mmonteleone@oasis-cs.com

Email: \_\_\_\_\_

\* Client, please initial the box on page 1 if this PSA will serve as a Master Services Agreement for multiple projects.





February 21, 2024

**City of Forest Park**  
785 Forest Parkway  
Forest Park, GA 30297

**Attention:** Mr. Bruce Abraham

**Subject:** **Proposal to Perform a NESHAP Pre-Demolition Asbestos Survey**  
4882 Hale Road  
Forest Park, Georgia

Dear Mr. Abraham:

Oasis Consulting Services (Oasis) sincerely appreciates the opportunity to provide this proposal to perform a NESHAP Pre-Demolition Asbestos Survey for the residential structure located on the above-referenced Subject Property. The following will present our understanding of the project, a requested scope of services, and the cost for those services.

### **PROJECT INFORMATION**

We understand that the City of Forest Park is in need of a NESHAP Pre-Demolition Asbestos Survey prior to performing future demolition activities; therefore, Oasis will conduct an asbestos-containing materials survey of one residential structure located at 4882 Hale Road in Forest Park, GA slated for demolition. According to the Clayton County Tax Assessor, the structure is approximately 1,400 square feet in size and was originally built in 1969.

## SCOPE OF SERVICES

### Asbestos Containing Materials Survey

Oasis will conduct a NESHAP Pre-Demolition Asbestos Survey within interior and exterior portions of the existing structure. The asbestos survey will be conducted in accordance with the USEPA NESHAP asbestos regulatory program and the Georgia Environmental Protection Division – Asbestos Program, as appropriate.

Asbestos surveying is required in order to obtain a building demolition permit where applicable, and for the purposes of OSHA, to promote worker awareness and knowledge that asbestos is or is not present within building materials planned for disturbance via demolition activities. The following is a brief list of our scope of work:

- Photographs of representative sample materials will be taken for inclusion into the asbestos report.
- A site plan/sampling location map will be provided in the report which will depict all of the asbestos sampling locations.
- Analysis of bulk samples for asbestos content will be performed by using Polarized Light Microscopy (PLM) according to the EPA Interim Method of Asbestos in Bulk Insulation Samples as defined in 40 CFR 763, Appendix A to Subpart F. Proper chain-of-custody documentation will also be completed and included in the report. This proposal anticipates the collection of approximately 20 suspect samples for analysis.
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### Report Preparation

Upon completion of the field work and laboratory analyses, Oasis will prepare a written report of our services that summarizes the findings. The report will include a description of sampling techniques, sample locations, and analytical results. The report will also include estimated quantities of materials that contain asbestos, if present. Oasis will utilize existing building maps to include in the report, where possible. Oasis will also provide our conclusions and recommendations in each report or if additional work is required.

## ESTIMATED COST

The above outlined scope of work will be completed for a lump sum fee of **\$1,850**. **If this scope of work can be completed in conjunction with the proposed ACM survey for 4950 Courtney Drive provided to the City of Forest Park on February 15<sup>th</sup>, 2024, a discount of \$500 may be applied.**

As part of this cost proposal, Oasis has made the following assumptions:

- We can begin the site visit without delay and all fieldwork may be conducted during normal business hours (8:00 a.m. to 5:00 p.m.).
- The City of Forest Park will arrange access to the structure for inspection.
- Weather conditions will not delay fieldwork.
- This proposal assumes standard laboratory turnaround time (approximately 5-7 business days). At your request, the laboratory analyses can be rushed for an additional fee.

We will notify you of any work that is required beyond the outlined work scope.

## CLOSING

Oasis sincerely appreciates the opportunity to provide you with our proposal. If your review of this proposal is acceptable, please execute the final page of the attached Project Services Agreement and send us one copy. This Agreement will serve as our contract.

Should you have any questions regarding this proposal, please do not hesitate to contact the undersigned at (678) 739-2400 or by e-mail at [abutterfield@oasis-cs.com](mailto:abutterfield@oasis-cs.com). We look forward to working with you.

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**Oasis Consulting Services**



Ashley Butterfield, P.G.  
 Environmental Director



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**Project:** 4882 Hale Road **Proposal Number:** \_\_\_\_\_ **Dated:** February 21, 2024 **Scope of Services:** NESHAP Pre-Demolition Asbestos Survey

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The agreement will automatically renew annually until terminated in writing by either party as set forth herein.

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9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ/\$1,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim/\$2,000,000 agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
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12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services. However, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule

Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

- 14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant shall be entitled to rely on said information provided by client.
- 17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Oasis Consulting Services

Client: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By:\* \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Michael J. Monteleone, PE – Executive V.P.

Name/Title: \_\_\_\_\_

Address: 45 Woodstock Street

Address: \_\_\_\_\_

City: Roswell State and Zip: GA 30075

City: \_\_\_\_\_ State and Zip: \_\_\_\_\_

Office Phone: 678-739-2400 Cell: 404-307-2680

Office Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: mmonteleone@oasis-cs.com

Email: \_\_\_\_\_

\* Client, please initial the box on page 1 if this PSA will serve as a Master Services Agreement for multiple projects.