



CITY OF FOREST PARK
URBAN REDEVELOPMENT AUTHORITY REGULAR MEETING - AMENDED

Thursday, January 20, 2022 at 6:00 PM
Council Chambers

Website: www.forestparkga.gov
Phone Number: (404) 363.2454

ECONOMIC DEVELOPMENT
745 Forest Parkway
Forest Park, GA 30297

AGENDA

Angelyne Butler, Chairwoman
Steve Bernard, Vice Chairman
Ed Taylor, Secretary
Nachae Jones, Member
Eric Stallings, Member
Jacklyn Faith, Member
Nancy Howard, Member

MEETING NOTICE:

Due to COVID-19, CDC requirements of Masks and Social Distancing will be adhered.

CALL TO ORDER/WELCOME:

ROLL CALL:

APPROVAL OF MINUTES:

- [1.](#) Approval of the December 16, 2021 Meeting Minutes

OLD BUSINESS:

NEW BUSINESS:

2. Board Discussion
- [3.](#) Annual Officer Election
- [4.](#) Approval of the 2022 Meeting Calendar
5. Economic Development Update

- [6.](#) Gillem Development Regional Impact (DRI) [added during meeting]
7. Water Tank Preservation
- [8.](#) Final Plat of Gillem

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.*



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MINUTES

Angelyne Butler, Chairwoman
Steve Bernard, Vice Chairman
Ed Taylor, Secretary
Nachae Jones, Member
Eric Stallings, Member
Jacklyn Faith, Member
Nancy Howard, Member

MEETING NOTICE:

Due to COVID-19, CDC requirements of Masks and Social Distancing will be adhered.

CALL TO ORDER/WELCOME:

Chairwoman Angelyne Butler called the Urban Development Authority meeting for December 16, 2021, to order at 6:00 PM.

Present:

Angelyne Butler, Chairwoman
Nachae Jones
Eric Stallings
Jacklyn Faith
Nancy Howard

Also Present:

Mike Williams, City Attorney
Dr. Marc Cooper, City Manager
Bobby Jinks, Public Works Director
Kit Baker, Robinson Weeks
Bruce Abraham, Economic Development Department Director
Kisha Bundridge, Economic Development Staff Assistant

Charise Clay, Economic Development Staff Assistant

Absent:

Steve Bernard

Ed Taylor

Approval of Minutes

1. Approval of Minutes from Urban Redevelopment Authority Regular Meeting September 23, 2021
2. Approval of Minutes from Urban Redevelopment Authority Special Called Meeting November 4, 2021

Nachae Jones made motion to approve the proposed Regular meeting minutes from September 23, 2021 & November 4, 2021.

Eric Stallings seconded. Roll call for approved. Motion approved unanimously.

OLD BUSINESS:

NEW BUSINESS:

3. Economic Development Update by Bruce Abraham

Bruce Abraham, Economic Development Director, gave the board an update on Gillem.

- When the Kroger distribution center expanded, the City agreed to extend Anvil Block Road. Anvil Block Road is the main road to enter Gillem Logistics Center. The roads get busy due to truck traffic trying to get back on to Jonesboro Rd. We received a \$1.3 million REBA grant to expand Rateree Road for delivery vehicles to get to Forest Parkway. The road was completed in November.
 - Chairwoman Butler encourages those in the immediate area to take advantage of the grocery home delivery service provided by Kroger.
 - Amazon's 201,000 sq. ft. facility will be hosting a grand opening/ ribbon cutting in January.
 - There are about 3 acres left at the Gillem Logistics Center. The City is working with the Property Owners Association and Robinson Weeks to develop a walking trail for the community through Gillem Logistics Center with the remaining remnant & corner property, pools, streams, etc.
4. Relocation of Robinson Weeks Trailers
 - Bruce Abraham, Economic Development Director, explained that Robinson Weeks has two trailers that they need to relocate off the headquarters property. Weeks has proposed to put one trailer on one side of Anvil Block Road and one on the other side while they finish their other construction projects. It may take around three years for them to finish their projects.
 - Eric Stallings made the motion to approve the movement of the Robinson Weeks trailers. Nancy Howard seconded. Motion approved unanimously.
 5. Traffic Study & DRI
 - Bruce Abraham provided the board with an update on the proposed a traffic study for Gillem to assess the amount of traffic entering and exiting the logistics center on a daily basis. The traffic study & DRI will let us know how compatible the current roads are with the projected influx of business and pedestrian traffic. The Developmental of Regional Impact (DRI) is a state function where they examine all the traffic in an area and make sure roads can accommodate that number of vehicles. Kimley Horn is the engineer who has done most of the engineering at Gillem. They provided an estimate of \$24,000 to conduct the traffic study and look into our DRI. The project is projected to be completed within 3 months.

- Eric Stallings made the motion to approve the traffic study.
Nancy Howard seconded. Motion approved unanimously.
- Bruce Abraham also mentioned that they were considering having the guard shack removed because it creates a blind spot where trucks cannot see around the corner, but it has to be researched further to determine if the guard shack is a historical building.

6. Building 700 Site Plan & Easements

Bruce Abraham and Kit Baker, Senior Vice President of Construction at Robinson & Weeks, discussed the proposed plans and easements for Building 700.

- Robinson Weeks has ten acres under contract for a 169,000 sq.ft building. In order to accommodate the building, a property line on the northern side must be moved.
 - Eric Stallings made the motion to approve the easements. Nancy Howard seconded. Motion approved unanimously

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

- Eric Stallings made the motion to enter into executive session.

Nancy Howard seconded. Motion approved unanimously

URA board members entered into executive session at 6:24pm

Executive session adjourned and the regular session resumed at 7:04pm
- Eric Stallings made a motion to approve the first amendment of purchase and sale agreement with Blue Star.

Nachae Jones seconded. Motion approved unanimously.
- Nachae Jones made a motion to direct staff to bring back options for Executive Director position.

Nancy Howard seconded. Motion approved unanimously.

ADJOURNMENT:

The Urban Redevelopment Authority Regular Meeting adjourned at 7:06 pm.

*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.*

Officer Descriptions

Duties of Chairperson:

The Chairperson shall be responsible for directing all Board affairs and shall preside at all meetings of the Board. He or she may sign any documents which have been authorized by the Board or are required by law to be signed or executed. In general, he or she shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board from time to time.

Duties of Vice Chairperson:

In the absence of the Chairperson, or in the event of his or her inability or refusal to act, as determined by a majority of the members present at a meeting at which a quorum is present, the Vice Chairperson shall perform the duties of the Chairperson and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice Chairperson shall perform such other duties as from time to time may be assigned to him or her by the Chairperson or by the members of the Authority. The execution of any instrument of the Authority by the Vice Chairperson shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the Chairperson.

Duties of the Secretary/Treasurer:

The Authority may appoint a member of the Board to perform all or portions of the duties of secretary and/or treasurer. The secretary shall affix the Authority seal to any lawfully executed documents requiring it and shall attest to the signature of the Chairperson and/or the Vice Chairperson of the Authority who are authorized to execute documents of the Authority. The treasurer shall supervise the custodian of all of the funds of the Authority and shall supervise the collection of monies due to the Agency, the expenditures of the Agency funds, and the preparation and maintenance of appropriate books of account. The treasurer shall make available all financial information of the Authority to the Mayor and Council of Forest Park, Georgia. In general, the secretary and/or treasurer shall perform all duties usually incident to the office of secretary and treasurer and such other duties as may be prescribed by the members of the Authority from time to time.

**Downtown Development Authority [DDA]
&
Urban Redevelopment Authority [URA]**

Yearly Meeting Calendar

January 20, 2022

February 24, 2022

March 24, 2022

April 28, 2022

May 26, 2022

June 23, 2022

July 28, 2022

August 25, 2022

September 22, 2022

October 27, 2022

November 17, 2022

December 15, 2022





AIA Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 5th day of January
in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK, GA
745 FOREST PARKWAY
FOREST PARK, GEORGIA 30297

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:

(Name, legal status, address and other information)

R.J. HAYNIE & ASSOCIATES, INC.
1551 FOREST PARKWAY
LAKE CITY, GEORGIA 30260
HEREAFTER REFERRED TO AS RJH.

for the following Project:

(Name, location and detailed description)

FORT GILLEM INTERSECTION IMPROVEMENTS
SR 42 & HOOD AVENUE

The Architect:

(Name, legal status, address and other information)

KIMLEY-HORN
817 WEST PEACHTREE ST NW
ATLANTA, GEORGIA 30308

The Owner and Contractor agree as follows.

Init.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated 04/01/2021, and enumerated as follows:

Drawings:

Number	Title	Date
(01-0001- 54-002)	SR 42 AT HOOD AVENUE	04/01/2021

Specifications: Section	Title	Pages
STANDARD SPECIFICATIONS CONSTRUCTION OF TRANSPORTATION SYSTEMS GDOT 2021 & ANY AMENDMENTS AS OF JANUARY 5, 2022.		

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
--------	------	-------

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

PROJECT TO BE MEASURED FOR PAYMENT. PRICE PER UNIT OF MEASUREMENT IS INCLUDED IN RJH'S ORIGINAL BID PROPOSAL WHICH IS ATTACHED TO THE END OF THIS CONTRACT.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

THE DATE OF COMMENCEMENT WILL BE THE DAY THAT THE CONTRACT IS FULLY EXECUTED.

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than (365) calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

716 THOUSAND, 4 HUNDRED 70 DOLLARS AND THIRTY CENTS.* ADD 1% FOR BOND(\$ 716,470.30)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
PROJECT TO BE MEASURED FOR PAYMENT. PRICES FOR PAY ITEMS ARE ESTABLISHED IN RJH'S ORIGINAL PROPOSAL ATTACHED TO THE END OF THIS CONTRACT.	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
PLEASE SEE RJH'S ORIGINAL BID PROPOSAL WHICH IS ATTACHED TO THE END OF THIS CONTRACT.		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

PAYMENTS SHOULD BE MADE NET 15 DAYS AFTER BILLING.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

1.5 % MONTH

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than six million (\$ 6,000,000) each occurrence, seven million (\$ 7,000,000) general aggregate, and Seven million (\$ 7,000,000) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than six million (\$ 6,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
RJH IS NOT PROVIDING	
BUILDER'S RISK INSURANCE AS	
IT IS NOT APPLICABLE TO THE	
PROJECT BEING PERFORMED.	
INSTALLATION FLOATER	500,000

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ALL CORRESPONDENCE FOR THIS PROJECT SHALL BE SENT TO THE FOLLOWING EMAILS.

JEFFREYH@RJHAYNIE.COM

CHRISTOPHERH@RJHAYNIE.COM

JASENA@RJHAYNIE.COM

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the

extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold

certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

PROJECT PROGRESS FOR FORT GILLEM INTERSECTION IMPROVEMENTS IS PREDICATED ON THE CURRENT PROJECT UNDERWAY WITH GDOT BEING COMPLETED AND ACCEPTED. PHYSICAL WORK ON THIS PROJECT CANNOT BE STARTED WITHOUT GDOT'S APPROVAL WHICH MAY REQUIRE EXTENDING THE SET TIME OF COMPLETION.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

ONCE 30 DAY BURN IS COMPLETE AND RJH HAS BEEN GIVEN FINAL ACCEPTANCE, RJH IS COMPLETELY RELIEVED OF ANY RESPONSIBILITY TO THE FUNCTION OF THE TRAFFIC SIGNAL OR ANY OTHER ITEMS THAT ARE RELATED WITHIN THE PROJECT LIMITS.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

JEFF HAYNIE VICE PRESIDENT

(Printed name and title)

LICENSE NO.:
JURISDICTION:

Init.

/

ROBINSON WEEKS
 SR 42 & HOOD AVE/ANVIL BLOCK RD
 CLAYTON COUNTY

BID DATE: NOVEMBER 19, 2021
 COMPLETION DATE: TBD

R.J.HAYNIE & ASSOCIATES, INC.

LINE NO.	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	Item #6
	005-0023	ADA RAMPS	EA	4.00	\$ 2,275.00	\$ 9,100.00	
	150-1000	TRAFFIC CONTROL	LS	1.00	\$ 59,650.00	\$ 59,650.00	
	639-3004	STEEL STRAIN POLE, TP IV, W/60 FT MAST ARM	EA	3.00	\$ 24,435.00	\$ 73,305.00	
	639-3004	STEEL STRAIN POLE, TP IV, W/65 FT MAST ARM	EA	1.00	\$ 25,850.00	\$ 25,850.00	
	647-1000	TRAFFIC SIGNAL INSTALLATION	LS	1.00	\$ 61,280.00	\$ 61,280.00	
	647-3000	INTERNALLY ILLUMINATED STREET NAME SIGN	EA	6.00	\$ 2,460.00	\$ 14,760.00	
	647-3100	INTERNALLY ILLUMINATED STREET NAME SIGN CONTROL ASSEMBLY	EA	1.00	\$ 550.00	\$ 550.00	
	682-6222	CONDUIT, NONMETAL, TP 2, 2 IN	LF	45.00	\$ 8.00	\$ 360.00	
	682-6233	CONDUIT, NONMETAL, TP 3, 2 IN	LF	1120.00	\$ 8.00	\$ 8,960.00	
	682-9950	DIRECTIONAL BORE - 5 IN	LF	440.00	\$ 7.50	\$ 3,300.00	
	682-9950	DIRECTIONAL BORE - 7 IN	LF	150.00	\$ 8.25	\$ 1,237.50	
	937-6000	MICROWAVE RADAR DETECTION ASSEMBLY	EA	6.00	\$ 10,240.00	\$ 61,440.00	
	937-8020	TESTING - MICROWAVE DETECTION SYSTEM	LS	1.00	\$ 250.00	\$ 250.00	
	937-8520	TRAINING - MICROWAVE DETECTION SYSTEM	LS	1.00	\$ 250.00	\$ 250.00	
	935-1116	REMOVE AND REINSTALL F/O SNOWSHOE	EA	1.00	\$ 300.00	\$ 300.00	
	935-1512	STRAND CABLE, 1/4 IN	LF	220.00	\$ 3.00	\$ 660.00	
	935-3102	F/O CABLE, LOOSE TUBE, SM, 48 FIBER	LF	250.00	\$ 6.75	\$ 1,687.50	
	935-3202	F/O CLOSURE, AERIAL, 48 FIBER	EA	1.00	\$ 1,200.00	\$ 1,200.00	
	935-3206	F/O CABLE, DROP, SM, 12 FIBER	LF	300.00	\$ 3.85	\$ 1,155.00	
	935-3502	FIBER OPTIC FUSION, SPLICE	EA	8.00	\$ 65.00	\$ 520.00	
	935-4010	PULL BOX, TP 6	EA	2.00	\$ 1,420.00	\$ 2,840.00	
	935-5050	FIELD SWITCH, TYPE A	EA	1.00	\$ 3,250.00	\$ 3,250.00	
	935-5060	SFP FIBER MODULE, TYPE 1	EA	2.00	\$ 195.00	\$ 390.00	
	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	3.00	\$ 325.00	\$ 975.00	
	171-0010	TEMPORARY SILT FENCE, TYPE A	LF	335.00	\$ 4.25	\$ 1,423.75	
	171-0030	TEMPORARY SILT FENCE, TYPE C	LF	348.00	\$ 5.50	\$ 1,914.00	
	210-0100	GRADING COMPLETE - 0013229	LS	1.00	\$ 139,000.00	\$ 139,000.00	
	310-1101	GR AGGR BASE CRS, INCL MATL	TN	394.00	\$ 65.00	\$ 25,610.00	
	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	137.00	\$ 192.00	\$ 26,304.00	
	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	140.00	\$ 270.00	\$ 37,800.00	
	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	46.00	\$ 284.00	\$ 13,064.00	
	413-1000	BITUM TACK COAT	GAL	167.00	\$ 13.50	\$ 2,254.50	
	432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	1255.00	\$ 7.50	\$ 9,412.50	
	441-0104	CONC SIDEWALK, 4 IN-BUS PAD ONLY	SY	23.00	\$ 115.00	\$ 2,645.00	
	441-0104	CONC SIDEWALK, 4 IN	SY	146.00	\$ 60.00	\$ 8,760.00	
	441-0108	CONC SIDEWALK, 8 IN	SY	30.00	\$ 170.00	\$ 5,100.00	
	441-0754	CONCRETE MEDIAN, 7 1/2 IN	SY	6.00	\$ 132.00	\$ 792.00	
	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	252.00	\$ 33.00	\$ 8,316.00	
	441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	84.00	\$ 58.00	\$ 4,872.00	
	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	27.00	\$ 530.00	\$ 14,310.00	
	611-4003	RECONSTRUCT MISC DRAINAGE STRUCTURE	EA	2.00	\$ 3,350.00	\$ 6,700.00	
	653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3.00	\$ 94.55	\$ 283.65	
	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	2.00	\$ 110.50	\$ 221.00	

653-1501	653-1704	653-1804	653-3501	653-6004	656-3600	668-2100	668-2105	668-4300	668-4311	700-9300	LF	470.00	\$	0.70	\$	329.00
											LF	36.00	\$	5.20	\$	187.20
											LF	62.00	\$	3.00	\$	186.00
											GLF	50.00	\$	1.50	\$	75.00
											SY	155.60	\$	5.00	\$	778.00
											LS	1.00	\$	3,500.00	\$	3,500.00
											EA	2.00	\$	4,750.00	\$	9,500.00
											EA	1.00	\$	8,000.00	\$	8,000.00
											EA	2.00	\$	4,540.00	\$	9,080.00
											LF	4.00	\$	575.00	\$	2,300.00
											SY	1091.00	\$	9.70	\$	10,582.70
											EA	2.00	\$	6,000.00	\$	12,000.00
											EA	3.00	\$	9,000.00	\$	27,000.00

BID TOTAL: \$ 716,470.30

- **Material pricing from vendors is only valid for 30 days. Please let us know as soon as possible if you intend to use our quote so we can lock in pricing with vendors.
- **No items from this quotation can be deleted without negotiation prior to bid.
- **RJH will not be responsible for the cost of power after the completion of a 30 day burn.
- **Grade shall be within +/- 2" of final grade before pole foundations, cabinet bases, pull boxes, and underground conduit can be installed.
- **Pole locations and elevations to be provided by Prime Contractor.
- **Rock removal is not included.
- **Temporary traffic signal work is not included.
- **Traffic signal maintenance is included. Maintenance does not include traffic signal malfunction due to construction activity.
- **We cannot guarantee to meet testing specifications when splicing into existing fiber.
- **Bond is not included. If necessary, add 1%.
- **Bid is contingent upon a mutually agreeable contract.
- **Utility relocation if necessary to be done by others.
- **Bid is valid for 30 days.

R.J. Haynie & Associates, Inc.
 Jeff Haynie
 404-361-0672 (office)
 404-366-9750 (fax)



4045 Orchard Item #8.
Suite 200
Smyrna, Georgia 30080
Telephone: (770) 438-0015
Fax: (770) 435-6050

Mr. James E. Shelby
Director of Planning Building and Zoning
City of Forest Park
785 Forest Parkway
Forest Park, Georgia 30297

December 16, 2021
Via Email

Re: Surveying Services Proposal for Final Platting, Ft. Gillem Army Base, City of Forest Park, Clayton County, Georgia

Dear Mr. Shelby:

Thank you for your request for Final Platting for The City of Forest Parks Urban Redevelopment Agency property located on the U.S. Army Fort Gillem Army Base in the City of Forest, Clayton County, Georgia. The survey proposal assumes that only the re-developed portions of the base are included and no active military areas are included. No cost estimate is provided for the area west of Metcalf Road Extension (The Enclave), Army National Guard facility located on Moreland Avenue and the Army Housing Area "Park at Ft. Gillem" located on Moreland Avenue.

The scope of services follows the platting outline that was provided by your office. Our pricing is broken down into individual tasks that will need to be completed for the mapping & platting process. The proposal is a general outline of our field & office tasks; These are all subject to change and revision based on feedback from the City of Forest and the option to add or delete specific items. Please review the cost proposal and let us know if you have any questions, please view this proposal as a first draft for review and questions. Thank you in advance for your time.

Sincerely,

A handwritten signature in blue ink that reads 'Glenn A. Valentino'. The signature is written in a cursive, flowing style.

Glenn A. Valentino
President

- **Base Perimeter Survey**
Valentino & Associates, Inc. to supplement portions of the Ft. Gillem Army Base property specifically areas located along the south, southwest, west line north of Flankers Road, the right-of-way of Moreland Avenue and the common line between the Army National Guard Property and the Park at Fort Gillem. The main base corners will need to be re-surveyed due to the last date of survey for these locations which were last survey in 2015 & 2016.

Costs	Field Services	\$27,500.00
	Office Services	\$7,750.00

- **Kroger Site Survey – 250 Acres**
Valentino & Associates, Inc. to provided boundary and as-built survey for the 250-acre Kroger Office Warehouse Property.

Costs	Field Services	\$33,750.00
	Office Services	\$10,000.00

- **Roadway Dedication Platting**
Valentino & Associates, Inc. to provide right-of-way surveys for proposed dedications for Flankers Road, Metcalf Road to Jonesboro Road, Metcalf Road Extension, Portion of Anvil Block Road and the Access Drive for the 800 & 900 Buildings. The majority of Anvil Block Road has been surveyed and platted but not recorded. The section of Anvil Block between Flankers Road to the Anvil Block Extension has not been surveyed which is approximately 1,350 linear feet.

Flankers Road, Metcalf Road & Metcalf Road Extension	Field Services	\$15,500.00
	Office Services	\$5,000.00

Anvil Block Road	Field Services	\$3,500.00
	Office Services	\$1,500.00

Access Drive	Field Services	\$1,000.00
	Office Services	\$1,500.00

Final Platting

Our overall plan for platting will be to submit the property in Phases, specifically subdividing the property in four quadrants, northeast, northwest, southeast and southwest with the submittal of Anvil Block Road, 800/900 Access Drive, Metcalf Road, Metcalf Road Extension and Flankers Road as separate dedication plats.

Costs	Office Services	\$10,000.00
	Expenses	\$2,500.00

Roadway Dedication Platting

Provide platting for the dedication of interior roadways within the Ft. Gillem Army Base property including;

- Metcalf Road from the intersection of Jonesboro Road to the Flankers Road.
- Flankers Road to Metcalf Road Extension
- Metcalf Road Extension (Flankers Road north to the cul-de-sac)
- Anvil Block Road (Moreland Avenue to Flankers Road)
- Access Drive (Anvil Block Road south to cul-de-sac)

Since we have not discussed the specifics with Mr. Jinks with City of Forest Park Public Works. Pricing maybe subject to change based on a defined scope of service.

Platting includes the setting 1/2” x 18” iron pins with cap for all right-of-way corners, PC’s and PT’s and angle bends. A 36” wood witness stake will also be set at all right-of-way corners.

Costs	Field Services	\$12,250.00
	Office Services	\$10,000.00
	Expenses	\$2,500.00