



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.
- 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**. **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 15th, 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. 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: 4882 Hale Road **Proposal Number:** _____ **Dated:** February 21, 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.