



CITY COUNCIL WORK SESSION

Monday, March 03, 2025 at 6:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.4720

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez

The Honorable Latresa Akins-Wells
The Honorable Allan Mears

Ricky L. Clark Jr, City Manager
Randi Rainey, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be live-streamed and available on the City's

YouTube page - "*City of Forest Park GA*"

CALL TO ORDER/WELCOME:

ROLL CALL:

ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:

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CONSENT AGENDA:

- 1. Council Discussion and Approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices**

Background/History:

Croft Architects has completed contract documents and technical specifications for the Starr Park Renovations. In a prior bid, the city received only one bid that exceeded the project budget. Staff determined that it would be in the City's best interest to revise the drawings and obtain the assistance of a cost-estimating firm to prepare a cost estimate for each of the buildings/structures and for the three separate sites of the project before rebidding.

2. Council Discussion and Approval of a one (1) year extension for On-Call Electrical Contractor Services– Procurement/Public Works Departments

Background/History:

The Department of Public Works is requesting approval to extend the contractual agreements with the following three electrical contractor companies for an additional 1 year:

- Bell Electric Services LLC
- Brown Electrical Services, LLC
- MBEC Atlanta, Inc.

These contractors were originally selected following a request for qualifications conducted by the Department of Procurement and have been providing on-call electrical services as needed. They supplement Public Works by performing specific task orders and supporting the department's operations.

The City will continue to engage these contractors on an on-call basis, either through competitive bids for specific projects or by rotating assignments across various City sites, including for the City's boards. This 1-year extension will allow the City to maintain a consistent pool of qualified, reliable electrical contractors to ensure uninterrupted services.

Funding: Costs will be incurred by the user Department as needed.

3. Council Discussion and Approval to enter into a contract for the On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services –Public Works/Procurement Departments

Background/History:

The Department of Public Works requests the City Council's approval of a contractual agreement with Colliers Engineering and Design, Inc.

In March of 2022, the Procurement Department conducted a Request for Proposals (RFP) for consultant services to assist the City in acquiring property and easements for various projects, including those funded by the Federal and State governments. For federally and state-funded projects, compliance with the Georgia Department of Transportation (GDOT) and the Federal Highway Administration (FHWA) Real Estate Division is required.

Colliers Engineering and Design, Inc. provides essential services to ensure the City complies with these regulations. This contract extension is necessary to continue the City's sidewalk projects and maintain uninterrupted services.

Funding: Cost is to be determined on a project-by-project basis

NEW BUSINESS:

4. Council Discussion and Approval – ELEVATE Workforce Development Initiative– Executive Office

Background/History:

The Executive Office seeks approval to implement an initiative to empower displaced, unemployed, and underemployed individuals within the City by providing them with the necessary skills, resources, and comprehensive support systems to achieve sustainable employment, financial independence, and reintegration into society. The initiative, also known as ELEVATE, would foster dignity and economic stability through strategic community partnerships and holistic support systems.

- 5. Council Discussion and Approval to enter into a contract with Aeras MEP for On-Call HVAC Equipment Repair, Installation, and Maintenance Services (Annual Contract)-** Procurement/Public Works Departments

Background/History:

Since 1997, the City has utilized the SWC vendor ABM for monthly maintenance services for the HVAC systems in City-owned facilities. Over the years, facilities have been added, and HVAC equipment has aged, causing frequent repairs. 22 pieces of equipment over 20 years old were replaced in 2022, and 2 locations were added - the Public Safety bldg. and the 696 Community Center. Public Works decided to expand the services to include repairs and new installations for HVAC units and allow for the addition and/or deletion of City-owned facilities.

On-Call HVAC Equipment Repair, Installation, and Maintenance Services (Annual Contract): Request for Bid No. 2024-RFB-004 for use by the Public Works-Facilities Department. It provides citywide equipment repairs, installations, and maintenance services for HVAC units in various city-owned buildings. Three (3) bids were received. Request award approval to the lowest, responsive, and responsible bidder: Aeras MEP, 217 Fulton Street, Peachtree City, GA 30269

Estimated Monthly Amount: \$10,322.00

General Operating – Various departments

- 6. Council Discussion and Approval to enter into a contract with Hatley Plans, LLC for Impact Fee Study-** Procurement/Planning & Development Department

Background/History:

The City would like to consider the option of implementing impact fees. The City has not conducted an Impact Fee study in over ten years. The study will categorize key changes such as updated fee levels, expanded scope of the usage of funds, and improved transparency and administration for the following city departments: Parks, Recreation, and Open Space; Roads, Streets and Bridges; Planning & Development; Police, Fire EMS; and any other services which the consultant believes qualify for impact fee consideration.

Impact Fee Study: Request for Proposal No. 2024-RFP-008 for use by the Planning & Development Department. It provides a comprehensive Impact Fee study consistent with the Georgia Development Impact Fee Act of 1990. Two (2) proposals were received. After evaluating technical and cost proposals, the Evaluation Committee recommends an award to the highest-scoring proposer: Hatley Plans, LLC, 3175 Madison Ave. NE., Brookhaven, GA 30319, for a total of \$96,500.00.

- 7. Council Discussion to approve Case # CUP-2025-01, Conditional Use Permit to combine the existing W.A. Fountain Elementary School and existing Unidos Language School to construct a new expanded elementary school located within the Single-Family Residential District (RS)-** Planning and Community Development Department

Background/History:

The applicant for 5215 West St. is requesting a Conditional Use Permit (CUP) to expand the existing W.A. Fountain Elementary School in response to projected community growth. The project will involve partial demolition and expansion to accommodate a combined population of W.A. Fountain Elementary School and Unidos Language School. The land use and zoning will remain unchanged, and improvements will include a new driveway, better circulation, parking, landscaping, and a new stormwater system. Although the property has operated as a school for many years, a CUP is required due to the scope of the work. The project will not negatively impact public services and will enhance safety and circulation. It will also involve work within a floodplain and stream buffer, with necessary

erosion control and permits. Post-construction stormwater management will improve runoff and water quality. The design respects the site's history by preserving significant features and maintaining vegetative areas, with exterior features chosen to blend with the area's character.

On Thursday, February 20, 2025, the City of Forest Park Planning Commission voted to approve the conditional use permit request. If the Mayor and Council approve the proposed Conditional Use Permit Request, The applicant will be able to move forward with their partial demolition plans and begin the combination and construction of the new expanded elementary school within the **Single-Family Residential District (RS)**.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation, or Real Estate).

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring meeting accommodation should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.

File Attachments for Item:

1. Council Discussion and Approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices

Background/History:

Contract documents and technical specifications for the Starr Park Renovations have been completed by Croft Architects. In a prior bid, the city received only one bid that exceeded the budget for the project. Staff determined that it would be in the City's best interest to revise the drawings and obtain the assistance of a cost-estimating firm to prepare a cost estimate for each of the buildings/structures and for the three separate sites of the project prior to rebidding.

CITY OF
FOREST PARK

City Council Agenda Item

Subject: - Council Discussion and Approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices

Submitted By: James Shelby, Project Manager

Date Submitted: February 20, 2025

Work Session Date: March 3, 2025

Council Meeting Date: March 3, 2025

Background/History:

Contract documents and technical specifications for the Starr Park Renovations have been completed by Croft Architects. In a prior bid, the city received only one bid that exceeded the budget for the project. Staff determined that it would be in the City's best interest to revise the drawings and obtain the assistance of a cost-estimating firm to prepare a cost estimate for each of the buildings/structures and for the three separate sites of the project prior to rebidding.

Cost: \$5,500.00

Budgeted for: ☒ Yes ☐ No

Financial Impact: There is no budgetary impact on the City's General Funds. The project will be funded from SPLOST 2015 (325-22-4224-1210)

Action Requested from Council: Staff recommends the approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices

February 5, 2025

To: **CITY OF FOREST PARK**
745 Forest Parkway
Forest Park, GA 30297

Attn: **Mr. Ricky Clark**
City Manager

Project: **Starr Park Phase I**

RE: **Fee Proposal – Cost Estimate**

Dear Mr. Clark:

We are pleased to submit this proposal to provide ROM (Rought Order of Magnitude) cost estimate based on the current set of construction document drawings for the renovation project of Starr Park.

SCOPE OF SERVICES

CROFT will obtain the assistance of a cost-estimating firm which will assist us in preparing an estimate based on the cost of each of the buildings/structures as well as a breakdown cost based on each of the 3 separate sites of the project.

SCHEDULE

Once approved, it will take two weeks to prepare the estimate.

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

- Construction Documents _____ \$ 5,500

Note: Expenses such as printing, shipping and travel are considered reimbursable.

AUTHORIZATION

As our authorization to proceed with the scope of work, outlined herein, please sign in the space provided below and return one copy to this office for our records.

Authorized by: _____ Title: City Manager

Print Name: _____ Date: _____

File Attachments for Item:

2. Council Discussion and Approval of a one (1) year extension for On-Call Electrical Contractor Services-Procurement/Public Works

Background/History:

The Department of Public Works is requesting approval to extend the contractual agreements with the following three electrical contractor companies for an additional 1 year: Bell Electric Services LLC, Brown Electrical Services, LLC and MBEC Atlanta, Inc. This 1-year extension will allow the City to maintain a consistent pool of qualified, reliable electrical contractors to ensure uninterrupted services.

These contractors were originally selected following a request for qualifications conducted by Procurement and have been providing on-call electrical services as needed. They supplement Public Works by performing specific task orders, supporting the department's operations. The City will continue to engage these contractors on an on-call basis, either through competitive bids for specific projects or by rotating assignments across various City sites, including for the City's boards.

Funding: General Operating incurred by various City departments

CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Extension of On-Call Electrical Contractor Services – Procurement/Public Works

Submitted By: Nigel Wattley

Date Submitted: 2-24-2025

Work Session Date: 3-03-2025

Council Meeting Date: 3-03-2025

Background/History:

The Department of Public Works is requesting approval to extend the contractual agreements with the following three electrical contractor companies for an additional 1 year:

- Bell Electric Services LLC
- Brown Electrical Services, LLC
- MBEC Atlanta, Inc.

These contractors were originally selected following a request for qualifications conducted by the Department of Procurement and have been providing on-call electrical services as needed. They supplement Public Works by performing specific task orders, supporting the department's operations.

The City will continue to engage these contractors on an on-call basis, either through competitive bids for specific projects or by rotating assignments across various City sites, including for the City's boards.

This 1-year extension will allow the City to maintain a consistent pool of qualified, reliable electrical contractors to ensure uninterrupted services.

Funding: Costs will be incurred by user Department.as needed.

Action Requested from Council:

Council approval to extend the contracts with Bell Electric Services, LLC, Brown Electrical Services, LLC, and MBEC Atlanta, Inc. for an additional 1 year.

Cost: \$

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

PO #	Issued Date	Original Amount	Ordered	Received	Outstanding	Variance	Item #2.
00000228	07/23/2024	\$514.56	\$514.56	\$514.56	\$0.00	\$0.00	
00000611	08/24/2024	\$1,254.31	\$1,254.31	\$1,254.31	\$0.00	\$0.00	Complete
00001956	01/14/2025	\$1,425.52	\$1,425.52	\$1,425.52	\$0.00	\$0.00	Received
00002201	02/17/2025	\$600.00	\$600.00	\$0.00	\$600.00	\$0.00	Outstanding
18-56496	12/09/2021	\$438.28	\$438.28	\$438.28	\$0.00	\$0.00	Complete
18-56921	01/20/2022	\$322.50	\$322.50	\$322.50	\$0.00	\$0.00	Complete
18-57245	02/17/2022	\$721.50	\$721.50	\$721.50	\$0.00	\$0.00	Complete
18-57946	04/19/2022	\$580.24	\$580.24	\$580.24	\$0.00	\$0.00	Complete
18-58371	05/19/2022	\$292.18	\$292.18	\$292.18	\$0.00	\$0.00	Complete
18-59894	09/09/2022	\$1,602.59	\$1,602.59	\$1,602.59	\$0.00	\$0.00	Complete
18-63777	06/27/2023	\$500.00	\$500.00	\$500.00	\$0.00	\$0.00	Complete
23-00828	09/06/2023	\$1,657.91	\$1,657.91	\$1,657.91	\$0.00	\$0.00	Complete
23-00906	09/12/2023	\$1,830.83	\$1,830.83	\$1,830.83	\$0.00	\$0.00	Complete
23-01303	10/10/2023	\$1,364.25	\$1,364.25	\$1,364.25	\$0.00	\$0.00	Complete
23-01539	10/27/2023	\$9,560.88	\$9,560.88	\$9,560.88	\$0.00	\$0.00	Complete
23-01864	11/17/2023	\$533.54	\$533.54	\$533.54	\$0.00	\$0.00	Complete
23-01920	11/27/2023	\$4,933.16	\$4,933.16	\$4,933.16	\$0.00	\$0.00	Complete
23-02898	02/14/2024	\$575.94	\$575.94	\$575.94	\$0.00	\$0.00	Complete
23-03325	03/14/2024	\$2,345.44	\$2,345.44	\$2,345.44	\$0.00	\$0.00	Complete
23-04027	04/29/2024	\$575.94	\$575.94	\$575.94	\$0.00	\$0.00	Complete

5 31,029.57

PO #	Issued Date	Original Amount	Ordered	Received	Outstanding	Variance	Item #2.
00000590	08/22/2024	\$5,165.00	\$5,165.00	\$5,165.00	\$0.00	\$0.00	
00001803	12/27/2024	\$30,000.00	\$30,000.00	\$0.00	BPA \$30,000.00	\$0.00	Outstanding

↳ Home Program Vendor

PO #	Issued Date	Original Amount	Ordered	Received	Outstanding	Variance	Item #2.
00000088	06/30/2024	\$6,900.00	\$6,900.00	\$6,100.00	\$800.00	\$0.00	
00001136	10/03/2024	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00	Complete
18-53823	05/05/2021	\$2,200.00	\$2,200.00	\$2,200.00	\$0.00	\$0.00	Complete
18-57404	03/03/2022	\$1,650.00	\$1,650.00	\$1,650.00	\$0.00	\$0.00	Complete
18-57567	03/18/2022	\$1,650.00	\$1,650.00	\$0.00	\$0.00	\$0.00	Complete
18-57579	03/21/2022	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$0.00	Complete
18-57611	03/21/2022	\$2,200.00	\$2,200.00	\$2,200.00	\$0.00	\$0.00	Complete
18-61474	01/10/2023	\$46,650.00	\$46,650.00	\$0.00	\$0.00	\$0.00	Complete
18-62166	03/02/2023	\$23,008.00	\$23,008.00	\$23,008.00	\$0.00	\$0.00	Complete
18-62281	03/08/2023	\$1,350.00	\$1,350.00	\$1,350.00	\$0.00	\$0.00	Complete
18-63817	06/30/2023	\$23,642.00	\$23,642.00	\$23,642.00	\$0.00	\$0.00	Complete
23-02906	02/14/2024	\$800.00	\$800.00	\$800.00	\$0.00	\$0.00	Complete
23-03505	04/02/2024	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00	Complete

\$ 69,995.00

File Attachments for Item:

3. Council Discussion and Approval to enter into a contract for On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services: Procurement/Public Works

Background/History:

The Department of Public Works is requesting City Council approval of a contractual agreement with Colliers Engineering and Design, Inc.

In March of 2022, Procurement conducted a Request for Proposals (RFP) for consultant services to assist the City in acquiring property and easements for various projects, including those funded by the Federal and State governments. Compliance with the Georgia Department of Transportation (GDOT) and the Federal Highway Administration (FHWA) Real Estate Division is required for federally and state-funded projects

Colliers Engineering and Design, Inc. provides essential services to ensure that the City remains in compliance with these regulations. This contract extension is necessary to continue the City's sidewalk projects and maintain uninterrupted services.

Funding: Cost is to be determined on a project-by-project basis.

CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to enter into a contract for On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services: Procurement/Public Works

Submitted By: Public Works

Date Submitted: 02-20-2025

Work Session Date: 03-03-2025

Council Meeting Date: 03-03-2025

Background/History:

The Department of Public Works is requesting City Council approval of a contractual agreement with Colliers Engineering and Design, Inc.

In March of 2022, Procurement conducted a Request for Proposals (RFP) for consultant services to assist the City in acquiring property and easements for various projects, including those funded by the Federal and State governments. Compliance with the Georgia Department of Transportation (GDOT) and the Federal Highway Administration (FHWA) Real Estate Division is required for federally and state-funded projects

Colliers Engineering and Design, Inc. provides essential services to ensure that the City remains in compliance with these regulations. This contract extension is necessary to continue the City's sidewalk projects and maintain uninterrupted services.

Funding: Cost is to be determined on a project-by-project basis.

Action Requested from Council: Approval of a contractual agreement with Colliers Engineering and Design, Inc.

Cost: \$

Budgeted for: ☒ Yes ☐ No

Financial Impact:



**ON-CALL REAL ESTATE APPRAISAL AND
RIGHT OF WAY ACQUISITION CONSULTANT SERVICES**
Request for Qualifications
Project #02042022

City of Forest Park
745 Forest Parkway, Forest Park, GA 30297

Requesting Department: Department of Public Works

Colliers Engineering & Design, Inc



July 15, 2022

Jared Estes
Colliers Engineering & Design, Inc
1305 Mall of Georgia Suite 120
Buford, GA 30519

**RE: #02042022 On-Call Real Estate Appraisal And Right Of Way Acquisition
Consultant Services**

Dear Mr. Estes,

Enclosed please find one (1) copy of the above referenced Contract, portions of which have been prepared for execution. Please review this letter carefully and make sure that you comply with the requirements set forth herein.

Please sign the signature page of this Agreement. The Contractor's ("Contractor") signature must be sealed. If the Contractor is a corporation, then the signature must be witnessed by the corporate secretary. If the Contractor is not a corporation, then the signature must be notarized. **Do not date the Contract. The contract will be dated when the Clerk's Office has signed and seals the Contract.**

Also, per the proposal, if selected for a task order, Contractor shall comply with all insurance and bonding requirements for the project listed above. Please be certain that the minimum coverage required by the Agreement is satisfied.

The Illegal Immigration Reform and Enforcement Act of 2011 (IIREA"} is a requirement that is applied to all contracts for services which are physically performed with a public entity. Pursuant to IIREA, the Contractor must provide with its Agreement the IIREA forms for all subcontractors.

Please return the entire Agreement to this department within fifteen (15) days after receipt of this letter. If you have any questions, please contact Girard Geeter,

Procurement Manager at (404) 366- 4720 or via email at ageeter@forestparkga.gov. You may also contact Bruce Robinson, Deputy Director of Public Works, at (404) 430-3034.

Sincerely,

Jikeva Moore
Procurement Assistant

This **CONTRACT PROVIDING ON-CALL REAL ESTATE APPRAISAL AND RIGHT OF WAY ACQUISITION CONSULTANT SERVICES** (“Contract”) between the City of Forest Park, Georgia (“City”) and Colliers Engineering & Design, Inc. (“Contractor”) is entered into effective October 12, 2022 (“Effective Date”).

ARTICLE 1 THE CONSTRUCTION TEAM, INTENT AND EXTENT OF AGREEMENT

Contract Name: On-Call Real Estate Appraisal And Right Of Way Acquisition Consultant Services	Contract No. 02242022
Contractor	City of Forest Park
Name: Colliers Engineering & Design, Inc.	Using Agency: Public Works
Address: 1305 Mall of Georgia Suite 120 Buford, GA 30519	Address: 745 Forest Parkway Forest Park, GA 30297
Phone: 877-627-3772	Phone: 404-366-4720
Fax:	Fax:
Authorized Representative: Jared Estes	Authorized Representative: Bobby Jinks

1. **Background.**

- 1.1. City desires to obtain from Contractor the services (“Services”) described generally on Exhibit A attached.
- 1.2. The total not to exceed compensation amount payable by City during the term of this Agreement is set forth in the Cost of Services (Exhibit C) attached hereto and incorporated herein by reference (“Maximum Payment Amount”), payable generally as follows:

More detailed terms concerning compensation payable under this Agreement are set forth on Exhibit A.

2. **Term.**

- 2.1. Initial Term. The initial term of this Services Agreement will be until completion of services but not to exceed three (3) years. This Services Agreement shall commence on the Effective Date and end on three (3) years from the Effective Date. The initial term of the Services Agreement and any renewal term(s) are collectively referred to as the “Term”.
- 2.2. Renewal Terms. The City shall have the right in its sole discretion to renew this Services Agreement for one (1) additional three (3) year term according to the following procedure:

2.2.1. If the City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council, City Manager, and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2. If such legislation is enacted, within thirty (30) days of such enactment, the City will notify the Contractor in writing of such renewal, at which time Contractor shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal; it being acknowledged by Contractor that its initial execution of this Services Agreement is deemed its Services Agreement to continue to provide Services during any renewal Term.

3. **Interpretation.**

3.1. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents attached hereto.

3.2. The Contract Documents include the following:

1. Agreement
2. Exhibit A – Scope of Work and Technical Specifications
3. Exhibit B – Authorizing Legislation
4. Exhibit C – Cost Proposal
5. Exhibit D – Insurance and Bonding
6. Exhibit E - Contractor Affidavit & Contract Documents

4. **Authorization.** This Agreement is authorized by legislation adopted by City which is attached as Exhibit B.

5. **Services.**

5.1. **Description of Services.** Contractor agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, the Parties will follow the process outlined below in Sections 5.3. of this Agreement.

5.2. **Resources.** Except as otherwise expressly provided in this Agreement, all Contractor Personnel required for the proper performance of Services shall be furnished by and be under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3.Change Documents.

- 5.3.1. This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).¹ All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.
- 5.3.2. Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:
 - 5.3.2.1. Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Contractor which may or may not require legislative approval under Code Section 3-1-30;
 - 5.3.2.2. Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Contractor pursuant to Code Section; and
 - 5.3.2.3. Unilateral Change Documents to the Agreement issued by City pursuant to Code Section involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.
 - 5.3.2.4. Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section either bilaterally or unilaterally by City.
- 5.3.3. City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Contractor describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Contractor shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Contractor.
- 5.3.4. Contractor may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.
- 5.3.5. Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed

¹ Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

change. Each Proposed Change Document shall constitute an offer by Contractor and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Contractor with comments regarding a Proposed Change Document, and Contractor shall respond to such comments, if any. A Proposed Change Document from Contractor will become effective only when executed by an authorized representative of City.

- 5.3.6. City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Contractor shall, in good faith, evaluate such proposed Change Request. If City and Contractor are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code. Nothing in this Agreement shall, in the event of disagreement between City and Contractor concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Contractor, pursuant to Code, and City and Contractor agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in the City's Procurement Code. During the pendency of such dispute, Contractor shall continue to perform the Services, as changed by such Unilateral Change Document.

- 5.4. **Suspension of Services.** City may, by written notice to Contractor, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Contractor must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. **Contractor's Obligations.**

- 6.1. **Contractor Personnel.** Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Contractor Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.
- 6.2. **Contractor Authorized Representative.** Contractor designates the Contractor Authorized Representative named on page 1 of this Agreement ("Contractor Authorized Representative") and, such Person shall: (a) be a project executive and employee within Contractor's organization, with the information, authority and resources available to properly coordinate Contractor's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Contractor; (c) have day-to-day responsibility and authority to address issues relating to

the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3. **Qualifications.** Upon City's reasonable request, Contractor will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Contractor Personnel.

6.4. **Removal of Personnel Assigned to City Contract.** Within a reasonable period, but not later than seven (7) days after Contractor's receipt of notice from City that the continued assignment to this Agreement of any Contractor Personnel is not in the best interests of City, Contractor shall remove such Contractor Personnel from this Agreement. Contractor will not be required to terminate the employment of such individual. Contractor will assume all costs associated with the replacement of any Contractor Personnel. In addition, Contractor agrees to remove from City's Contract any Contractor Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Contractor becomes aware of such misconduct or breach.

6.5. **Subcontracting.** Unless specifically authorized in this Agreement, Contractor will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its reasonable discretion. If Contractor subcontracts any of the Services (after having first obtained City's prior written approval, in its reasonable discretion), Contractor shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6. **Key Contractor Personnel and Key Subcontractors.**

6.6.1. The following Persons are identified by Contractor as Key Contractor Personnel under this Agreement:

Vivian Swanigan, Jennifer Sweigart ; and

O'Tika Cherry and Jared Estes ;

6.6.2. The following Persons are identified by Contractor as Key Subcontractors under this Agreement:

Tammy Duke, Timothy Smith, Kendrick Brown ; and

Warren Power, Michael Delaney, Sonya Bradley, Steven Crawford

6.6.3. Contractor shall not transfer, reassign or replace any Contractor Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary

termination for cause in Contractor's reasonable discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7. **Conflicts of Interest.** Contractor shall promptly (but in no event more than 5 business days) notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8. **Commercial Activities.** Neither Contractor nor any Contractor Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

7. **City's Authorized Representative.**

7.1. **Designation and Authority.** City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2. **City's Right to Review and Reject.** Any Service or other document or item to be submitted or prepared by Contractor hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's reasonable opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Contractor shall revise the items until they meet the approval of the City Authorized Representative. However, Contractor shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. **Payment Procedures.**

8.1. **General.** City will not be obligated to pay Contractor any amount in addition to the Charges for Contractor's provision of the Services.

8.2. **Invoices.** Contractor shall prepare and submit to City invoices for payment of all Charges in accordance with Exhibit A. Each invoice shall be in such detail and in such format as City may reasonably require.

8.3. **Taxes.** The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Contractor's performance of the Services. Contractor is responsible for payment of such Taxes to the appropriate governmental authority. If

Contractor is refunded any Tax payments made relating to the Services, Contractor shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

- 8.4. **Payment.** City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on Exhibit A, all undisputed Charges on an invoice properly rendered and delivered shall be payable within fifteen (15) days of the date of receipt by City.
- 8.5. **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Contractor in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Contractor agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Contractor of the disputed amount. Upon the resolution of any disputed amounts, payment shall be remitted to Contractor within ten (10) days of the date of the resolution.
- 8.6. **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
- 8.7. **Payment of Other Persons.** Prior to the issuance of final payment from City, Contractor shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Contractor.
- 8.8. **Contractor Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Contractor warrants to City that:
- 8.9. **Authority.** Contractor is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Contractor has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms.

No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of Services by Contractor is pending or threatened.

8.10. **Standards.** The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in similarly suited operations that provide services similar to the Services.

8.11. **Conformity.** The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

8.12. **Reserved.**

9. **Compliance with Laws.**

9.1. **General.** Contractor and its subcontractors will perform the Services in compliance with all Applicable Laws.

9.2. **City's Local, Small Business, Diversity Programs.** Contractor shall comply with Attachment A and any applicable City LSBD programs, including, but not limited to, City's EEO Program, and requirements set forth in the Code in the performance of the Services.

9.3. **Consents, Licenses and Permits.** Contractor will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Contractor in performing Services and complying with this Agreement.

10. **Confidential Information.**

10.1. **General.** Each Party agrees to preserve as strictly confidential all proprietary and unique Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Upon written request by City, Contractor will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

10.2. **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by email of its intent to disclose,

describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and email of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate.

11. **Work Product.**

- 11.1. Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Contractor or any of its subcontractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City upon City's full payment to Contractor for the Contractor's Services performed. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City upon City's full payment to Contractor for the Contractor's Services performed. Contractor and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.
- 11.2. If any of the Work Product is determined not to be a work made for hire, Contractor assigns to City, upon City's full payment to Contractor for the Contractor's Services performed, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to City, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 11.3. City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 11.4. To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor Personnel may not originally vest in City by operation of Applicable Law, Contractor shall, upon full payment and written request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

- 11.5. Upon written request and without any additional cost to City, Contractor Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product.

12. **Audit and Inspection Rights.**

12.1. **General.**

- 12.1.1. Upon written request, Contractor will provide to City, and any Person designated by City, access to Contractor Personnel and to Contractor owned facilities for the purpose of performing audits and inspections of Contractor, Contractor Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Contractor's performance of the Services; and (c) monitor compliance with the terms of this Agreement. Contractor shall provide reasonable cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.
- 12.1.2. All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).
- 12.1.3. Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.
- 12.1.4. If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Contractor, Contractor shall promptly refund such overpayment and Contractor shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date 30 days after the overpayment was revealed until the date the overpayment is refunded to City by Contractor.

- 12.2. **Records Retention.** Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (*e.g.*, disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Contractor will maintain and provide access upon written request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

13. **Indemnification by Contractor.**

- 13.1. **General Indemnity.** Contractor shall indemnify and hold City, its officers, directors, employees, and agents, successors and permitted assigns, harmless from any

losses, liabilities, damages, demands and claims, and related costs (including reasonable legal fees, settlement, and judgment) arising from claims or actions based upon:

- 13.1.1. Contractor's or Contractor Personnel's negligent performance, non-performance or breach of this Agreement;
- 13.1.2. compensation or benefits by or on behalf of Contractor Personnel, or subcontractor, claiming an employment or other relationship with Contractor or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising out of this Agreement or the provision of Services by such Contractor Personnel or subcontractor);
- 13.1.3. any actual or alleged violation of any Applicable Laws by Contractor or Contractor Personnel, to the extent such claim is based on the proportionately negligent act or omission of Contractor or Contractor Personnel;
- 13.1.4. death of or injury to any individual to the extent caused by the conduct of Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor; and
- 13.1.5. damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligent act of Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor.

- 13.2. **Intellectual Property Indemnification by Contractor.** If applicable, Contractor shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Contractor (or any Contractor agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Contractor hereunder is held to constitute, or in Contractor's reasonable judgment is likely to constitute, an infringement or misappropriation, Contractor will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

14. **Limitation of Liability.**

- 14.1. **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID UNDER THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.2. **Reserved.**
- 14.3. **Insurance and Bonding Requirements.** Contractor shall comply with the insurance and bonding requirements set forth on Exhibit D.
- 14.4. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

15. **Termination.**

15.1. **Termination by City for Cause.** City may at its option, by giving written notice to Contractor, terminate this Agreement:

15.1.1. for a material breach of the Contract Documents by Contractor that is not cured by Contractor within ten (10) days of the date on which City provides written notice of such breach;

15.1.2. immediately for a material breach of the Contract Documents by Contractor that is not reasonably curable within ten (10) days;

15.1.3. immediately upon written notice for numerous breaches of the Contract Documents by Contractor that collectively constitute a material breach or reasonable grounds for insecurity concerning Contractor's performance; or

15.1.4. immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Contractor's obligations under this Agreement or is in violation of any City Ethics Ordinances.

15.2. **Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "Termination by City for Cause", Contractor will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination by City for Convenience".

15.3. **Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Contractor if Contractor: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

15.4. **Termination by City for Convenience.** At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Contractor waives any claims for damages, including loss of anticipated profits. As Contractor's remedy and City's liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling

and paying claims arising out of the termination of Services under purchase orders or subcontracts.

- 15.5. **Effect of Termination.** Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Contractor shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by City for performance and payment of the terminated Services; (iii) promptly obtain cancellation, upon terms reasonably satisfactory to City, of all subcontracts or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City in writing; (iv) comply with all other reasonable written requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

16. **Dispute Resolution.**

- 16.1. All disputes under the Contract Documents or concerning Services shall be resolved under this Section and the City's Procurement Code. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Contractor.
- 16.2. **Applicable Law.** The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.
- 16.3. **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Clayton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

17. **General.**

- 17.1. **Notices.** Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 745 Forest Parkway, Forest Park, GA 30297, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by

United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

- 17.2. **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.
- 17.3. **Assignment.** Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 17.4. **Publicity.** Contractor shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.
- 17.5. **Severability.** In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.
- 17.6. **Further Assurances.** Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.
- 17.7. **No Drafting Presumption.** No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 17.8. **Survival.** Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.
- 17.9. **Independent Contractor.** Contractor is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Contractor and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the

sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

- 17.10. **Third Party Beneficiaries.** This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.
- 17.11. **Cumulative Remedies.** Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 17.12. **Entire Agreement.** The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONTRACTOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
- 17.13. **Unauthorized Services.** Contractor acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the City Manager and Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Contractor's provision of services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized services. Accordingly, Contractor agrees that if it provides services to the City under a contract that has not received proper legislative authorization or if Contractor provides services to the City in excess of the any contractually authorized services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized services to the City, however characterized, including, without limitation, all remedies at law or equity.

19. State Law Requirements.

19.1 **Illegal Immigration Reform and Enforcement Act.** Pursuant to O.C.G.A. 13-10-91 et seq., Contractor is required to execute the Contractor Affidavit, attached hereto at Exhibit E and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

20. **City of Forest Park Code Requirements.**

20.1 **Contractor Required to Certify Prompt Payment of Subcontractors and Suppliers.** If applicable, the Contractor shall certify in writing that all subcontractors and suppliers have been paid promptly for work from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. Contractor is required to pay subcontractors or suppliers funds due from progress payments within ten (10) business days of receipt of such payment from the City.

20.2 **Contractor Required to Certify Satisfaction of all Underlying Obligations.** If applicable, before final payment is made to Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

20.3 **Contingent Fees Prohibited.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this contract; and that the Contractor has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the contract without liability, and, at its discretion, to deduct from the contract, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

20.4 **Prohibition against Contracting with Predatory or High Cost Lenders.** By signing below, the Contractor, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Contractor an affiliate of a predatory lender or a high cost lender, as defined by City of Forest Park Code. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor.

20.5 **Gratuities and Kickbacks.** In accordance with the City of Forest Park's Code, the Contractor acknowledges the following prohibitions on gratuities and kickbacks:

- (a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or

other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

- (b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- (c) It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

20.6 **Fraud and Misrepresentation.** Any written or oral information provided by Contractor, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. The Contractor agrees to notify the City promptly (but in no event more than 10 days) of any information provided to the City that it knows and/or reasonably believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. The Contractor further agrees to notify the City promptly (but in no event more than 10 days) of any actions or information that it reasonably believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the City of Forest Park's City Attorney. The Contractor agrees to place signage provided by the City regarding the Integrity Line at the location to which the Contractor employees report to perform the services required by this Agreement. The Contractor acknowledges and agrees that a finding of fraud or other impropriety on the part of the Contractor or any of its subcontractors may result in suspension or debarment of the Contractor; and the City may pursue any other actions or remedies that the City may deem appropriate. The Contractor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

20.7 **Equal Employment Opportunity (EEO) Provision.** The Contractor shall comply with the City of Forest Park Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- (a) The contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or

political affiliation. As used here, the words “shall not discriminate” shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- (b) The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- (c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers’ representative of the contractor’s commitments under the equal employment opportunity program of the City of Forest Park and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- (e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- (f) The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the contractor and its subcontractors.

- (g) The contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
- (1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Forest Park or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (3) Cancellation of the public contract;
 - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on the respective dates under each signature. This Contract is executed under seal.

CITY OF FOREST PARK, GEORGIA

By: Marc Antonio Cooper

Name: MARC-ANTONIO COOPER

Title: City Manager

[Signature]
Finance Director

[Signature]
Public Works Director

COLLIERS ENGINEERING & DESIGN, INC.

By: Holly W. Cataldo

Name: Holly W. Cataldo

Title: Director of Land Services/Shareholder

[Signature]
Brian E. Curtis, Esq.
Corporate Secretary



[Corporate Seal]

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney



EXHIBIT A

General Scope of Services

1. Background and Purpose

The City of Forest Park (hereafter known as City) is responsible for implementing various roadway and intersection improvement projects. City wishes to select a firm/team (consultant) to provide right of way acquisition and relocation services for transportation projects.

It is the intent of the City to enter into an Agreement with the selected consultants to provide Right of Way Project Management/Acquisition services on an “as needed basis”. The contract will be awarded to three qualified firms, and costs. The costs for appraisals will be determined when the Right of Way Plans are approved and on a per-project basis.

2. Scope of Services

The consultant will provide all right of way acquisition services required to assist the City with acquiring property and easements for each identified projects.

Acquisition services are defined as those tasks necessary to supply City of Forest Park with a recorded warranty deeds, easements or other appropriate legal interests, for the identified parcels.

These tasks may include but are not limited to the GDOT right of way detailed cost estimate, title search, property appraisal, cost to cure specialty appraisal, data book preparation, negotiation, negotiation records, deed preparation, deed recording, condemnation filing package, relocation assistance, property management, and final disposition of property either by closing or condemnation for project certification.

Federal funds, State funds and Local funds may be used for right of way and easement acquisitions. If Federal funds or State funds are used, the consultant is required to adhere to all GDOT and Federal guidelines.

In addition, the consultant shall meet applicable completion deadlines for the individual projects/tasks to qualify for the federal funds.

All right of way/easement acquisitions and documentation must be completed within the mutually agreed upon time frame for the individual task/purchase order. The consultant is required to provide the City with all information required for the City to proceed with any condemnations as required meeting the project schedule.

All right of way shall be secured prior to construction bidding scheduled for FY 2022.

3. Term of Contract

- A. The initial term of the contract will be for three (3) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Consultant.

Notice of intent to renew will be given to the Consultants in writing by the Director of Public Works, the Director of Planning, Building, and Zoning, and/or the City of Forest Park Authorities normally sixty (60) days before the expiration date of the current contract period.

This notice shall not be deemed to commit the City to a Contract renewal. It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Mayor & City Council of the City of Forest Park, Georgia. If funding is not approved, then the affected multi-year contract becomes null and void, effective January 1st of the fiscal year for which such approval has been denied.

- B. Termination for Convenience: For the protection of both parties, either party giving 30 days prior notice, in writing, to the other party, may cancel this contract.

4. Administration/Project Management and Right of Way Services

The professional services included within this Scope of Services shall be grouped into the following categories:

- a. Administration/Project Management
- b. Right of Way Acquisition Services

Administration

The consultant will prepare for and attend a kick-off meeting with the City's Project Manager and Project team. At this meeting, the City will set the final parameters for each project.

The consultant will provide a project schedule identifying the timetable for completion of all major acquisition tasks included in the scope of any assigned project. This schedule will identify major tasks, duration of each, and task relationship. The schedule will track both projected and actual completion dates for acquisition milestone tasks. The schedule will identify milestones and identify completion of the overall project. The initial schedule will be presented to the City's Project Manager and monthly updates to the schedule shall be submitted for the duration of the project.

The consultant will coordinate and attend monthly progress meetings at a location

mutually agreed to by the City or alternatively participate in monthly conference calls. The purpose of the meeting is to maintain open dialog and channels of communication for the duration of the purchase order. The consultant will prepare agendas and minutes for each meeting and distribute to attendees within five business days.

The consultant will provide the City with complete approved right of way documents and services that meet the requirements set out in the Federal Highway Administration's (FHWA) publication "Real Estate Acquisition Guide for Local Public Agencies", as well as, those included in the GDOT "Acquisition Guide for Local Public Agencies and Sponsors", unless otherwise directed by the City.

These documents may include, but not be limited to, those such as DOT Property Management Forms, i.e. PM-1, PM-10A & PM-15.

All costs incurred for administration of the contract shall be included in the overall costs of the bid items included in this contract. There will be no separate pay for administration.

Right of Way Acquisition Services

GDOT Right of Way Cost Estimate - Projects with Federal and State funding shall follow the procedures required by both GDOT and Federal Highway Administration Real Estate Division. More information and resources can be found in the "Acquisition Guide for Local Public Agencies and Sponsors" published by GDOT. A right of way cost estimate will be required as pre-negotiation activities for many projects.

The services provided under this section shall meet the current requirements of GDOT including but not limited to:

- providing the required documents;
- coordination with the review appraiser assigned by GDOT;
- coordination with the District Local Government Coordinator;
- property management activities; and
- scheduling and conducting the Right of Way Property Owner's Meeting(s) if required.

Due to the varied types of properties and numbers of parcels, the fee for services accomplished under this section will be negotiated at the time a task order is issued.

Property Appraisals – All appraisals shall be accomplished by the consultant and approved by the City's project manager prior to incurring any costs thereof or prior to making any contact with the individual property owners.

Title Research - A Title Search Report, Certificate and/or Opinion of the Property shall be developed and reported on each parcel for the construction project as appropriate. This documentation shall be acquired prior to contacting the property owner(s). This report shall be maintained in the individual parcel file. The Title Report shall include all utility

easements across, within, or upon the parcel. A statement of applicability of claims for prior rights shall be included in this report provided an easement is found.

Right of Way and Easement Negotiations - For task orders involving projects that are fully or partially funded utilizing state and/or federal funds, the consultant will furnish to City complete and fully documented negotiation services that are in conformance with current GDOT requirements.

Prior to commencing any negotiation activities, the consultant shall provide to the Project Manager for review and approval the names and current resumes of individuals identified to provide service as the Acquisition Project Management (APM).

The consultant shall be responsible for the creation of all required documents and maintain individual parcel files containing any and all required information and documentation, including but not limited to the following:

- Original Title Search Report and Updated Title Search (as required) – [Outsourced]
- Right of Way Deeds – [Out-sourced]
- Original and Copy of Appraisal Report – [Out-sourced]
- GDOT Review Appraiser's 532 Report (if applicable)
- Offering Price Letter, dated, signed, and stamped "File Copy".
- Statement of Estimated Values
- Availability of Incidental Payments
- Right of Way Option with attached R/W Plat, DW Profiles, Cross Sections, etc.
- Estimate of Appraisal/Calculation or Donation Form (if applicable)
- Receipt for Brochure, "What Happens When Your Property is Needed For A Transportation Facility"
- Negotiation Record
- Approved Administrative Adjustment Analysis (if applicable)
- Closing/Settlement Statement and all supporting closing documents
- Condemnation Package as submitted (if applicable). City's Attorney is responsible for the actual preparation of the Declaration of Taking and the filing.
- Parcel Check List for Parcel Close-Out
- Documentation is required by GDOT for reimbursement of ROW costs.

Acquisition Project Management (APM) is considered part of the negotiations. This APM also includes the completion of any required GDOT Property Management Forms, i.e. PM-1, PM-10A & PM-15.

The consultant shall assume responsibility for the final disposition of all aspects of the acquisitions up to and including conducting the closing. The consultant is responsible for returning all recorded deeds to the City.

If condemnation is required, the consultant must coordinate with the City in a timely manner. Preparation of a complete condemnation package for submittal to the City

Attorney shall be the deliverable for this pay item. The package shall include but not be limited to:

- Copy of Plat
- Copy of information for Legal Description
- Updated Title Report, Appraisal Report
- Copy of 10-day Letter and any other relevant documents
- All individual parcel files.

EXHIBIT B

City Council Authorizing Resolution
(To Be Inserted)

RESOLUTION NO. 22-15**A RESOLUTION TO AUTHORIZE THE AWARD OF ON-CALL CONTRACT FOR REAL ESTATE APPRAISALS AND RIGHT OF WAY ACQUISITION CONSULTANT SERVICES**

WHEREAS the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds;

WHEREAS the City proposes to authorize the award of on-call contracts to provide for Real Estate Appraisals and Right of Way Acquisition Consultant Services; and

WHEREAS Colliers Engineering and Design, Inc. is the recommended winning bidder;

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Bidder. The award of an on-call contract for Real Estate Appraisals and Right of Way Acquisition Consultant Services as presented to the City Council on April 18, 2022, to Colliers Engineering and Design, Inc. is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 18th day of April 2022.

Mayor Angelyne Butler

ATTEST:

City Clerk



APPROVED AS TO FORM:

City Attorney

EXHIBIT C

Cost Proposal Form

Exhibit C – Cost Proposal Form

R/W Project Manager and Negotiation/Acquisition Services

R/W project Manager name: -

Jared Estes (Colliers Engineering & Design, Inc.)

Business

Address: 1305 Mall of Georgia Blvd., Suite 120, Buford, GA 30519

Service Provider	RE License No	Pre-Acq agent	Agent
Jared Estes	357119	X	
Vivian Swanigan	291326		X
O'Tika Cherry	390236	X	X

Additional agents: Kendrick Brown (#345845), Kevin Clement (#384300), Michael Delaney (#168460), Sonya Bradley (#253853)

Amount of bid per parcel: \$2,300

Right of Way Pre-Acquisition Services (including PM's time)

Business Name Colliers Engineering & Design, Inc.

Amount of Bid per Project: \$30,000

Real Estate Services to Acquire Right of Way including Project Management Services

Broker Holly W. Cataldo (Colliers Engineering & Design, Inc.)

Broker's License No. 390073

Service Provider	RE License No	R/W AM	Agent
Jared Estes	357119	X	
Vivian Swanigan	291326		X
O'Tika Cherry	390236		X

Additional agents: Kendrick Brown (#345845), Kevin Clement (#384300), Michael Delaney (#168460), Sonya Bradley (#253853)

Amount of proposal per parcel: \$2,735 -

**** Additional fees for parcel titles/closings and appraisal reports are detailed on the following page titled
ADDENDUM TO EXHIBIT C****

Addendum to Exhibit C (Cost Proposal)

Appraisal Fees (Tammy Duke / Timothy Smith)

388-C Report (Strip Take) - \$2,000 to \$2,500

388-N Vacant Land (Before and After) - \$2,700 to \$3,000

388-N Residential Improved (with or without proximity damages) - \$3,500 to \$4,000

388-N Non-Residential Improved - \$4,500 to \$6,000

**** ACTUAL appraisal fees will vary based off project inspection checklist by GDOT Reviewer***

*****Colliers Engineering & Design reserves the right to negotiate fees for parcels where GDOT Review Appraiser scopes a specialty report (cost to cure, sign estimate, trade fixture estimation)***

Title & Closing Attorney (Warren R. Power, Esq.)

Preliminary Title Examination & Report - \$400

Title Update (Examination & Report) - \$250

Final Title Examination & Report - \$150

Closings - \$600 (plus actual recording costs, wire transfer fees and mailing expenses)

EXHIBIT D

Insurance Requirements

Insurance Requirements :

The Vendor/Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c. CGL coverage shall be issued on an "Occurrence" basis. "Claims Made" coverage is not acceptable .
 - d. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
 - e. The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
 - f. Owner and all other parties as required by Owner , shall be included as insureds on the CGL, using combination of ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13, or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured . Therefore, coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured ; any other such coverage shall be excess over the coverage to be provided by the subcontractor. The limits of coverage provided to the additional insureds shall be the same as the limits available to the Vendor/Contractor/Subcontractor. Thus, in the event that the coverage obtained by Vendor/Contractor/Subcontractor contains greater limits than the minimum limits required above , the additional insureds shall be entitled to such greater limits, and this Agreement shall be deemed to require such greater limits.
 - g. Vendor/Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.
 - h. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Vendor/Contractor/Subcontractor shall be responsible for the deductible amount for any paid claim. However, Owner, at its option, can choose to pay the deductible and recoup such payment from the

Subcontractor.

2. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Owner, and all other parties required by the Owner, shall be included as insureds on the Business Auto policy. The Business Auto policy shall be primary and non-contributory to any applicable coverage acquired by the Owner, and all required parties.

3. Commercial Umbrella

- a. Umbrella limits must be at least \$2,000,000 with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for each additional insureds shall apply as primary and noncontributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Employers Liability coverages maintained by the Vendor/Contractor/Subcontractor.

4. Workers Compensation and Employers Liability

- a. Workers' Compensation Insurance Coverage for all of Vendor/Contractor/Subcontractor's employees at the site of the Project, with statutory required limits.
- b. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease and \$500,000 bodily injury by disease policy limit.

5. Personal Property

- a. Vendor/Contractor/Subcontractor shall secure, pay for, and maintain "all risk" Property Insurance necessary for protection against the loss of all capital equipment and tools, including but not limited to: staging towers, forms, scaffolding, hoists, and cranes, that are owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor (or its employees), or by any of its Sub-subcontractors (or their employees).

- b. Owner shall not be liable for any loss or damage whatsoever to Personal Property owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor, as described in sections a) above.
- c. Failure of Vendor/Contractor/Subcontractor to secure such insurance as described in sections a) above, or failure to maintain adequate levels of such, coverage, shall not render the Owner or any of its respective agents and employees legally liable or otherwise responsible for any personal property losses by Vendor/Contractor/Subcontractor.

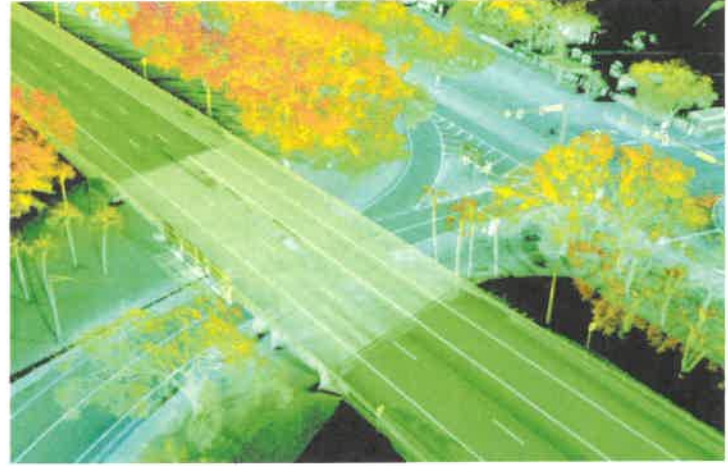
Additional Requirements:

- a. Vendor/Contractor/Subcontractor and Vendor/Contractor/Subcontractor's insurers waived all rights against Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by any commercial general liability, commercial umbrella liability, business auto liability or workers compensation, employers liability insurance.
- b. Attached to each certificate of insurance shall be copy of Additional Insured Endorsements that are part of the Vendor/Contractor/Subcontractor's Commercial General Liability, Auto Liability and Umbrella Policy.
- c. These certificates and the insurance policies required by this Exhibit shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.
- d. Acceptance of said certificate will not be deemed to be a waiver of the requirements of this Agreement.
- e. All policies will be written by companies licensed to do business in the state where property is located and which have a rating by Best's Key Rating Guide not less than "A-/VIII".
- f. The foregoing provisions relative to insurance shall in no way limit or fix the liability of Vendor/Contractor/ Subcontractor to Owner, or any other person or entity in respect of any act or omission of Vendor/Contractor/Subcontractor or any breach by Vendor/Contractor/Subcontractor of any obligations or duties owing under this Agreement or otherwise imposed by law.
- g. Additional Insureds under this Agreement shall be listed as Safeway Group, Inc. and
(Owner).

A Sample Certificate of Insurance is attached.

EXHIBIT E

RESERVED



City of Forest Park, Georgia

Request for Proposals RFP No. 02042022

On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services

March 23, 2022

Prepared for:

City of Forest Park
Forest Park City Hall
745 Forest Parkway
Forest Park, GA 30297
ATTN: Girard Geeter, Procurement Manager

Main Contact:

Jared Estes, Geographic Discipline Leader
jared.estes@colliersengineering.com
Direct: 678.889.8339

1305 Mall of Georgia
Suite 120
Buford, GA 30519
Main: 877.627.3772
colliersengineering.com

Accelerating success.



Section 2.8

Required Forms

FORM 1
BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

RFP # 02042022

The undersigned, Colliers Engineering & Design, Inc., hereby submits its qualification based bid to furnish all services, labor, materials, or equipment, delivered by the undersigned for the above referenced RFP to the City of Forest Park, Georgia.

The undersigned acknowledges and agrees that the bid submitted by the undersigned shall be binding upon the undersigned and that if City of Forest Park, Georgia, awards a contract to the undersigned, the bid made by the undersigned and delivered to City of Forest Park, Georgia herewith, together with such award, will constitute a legal, valid and binding contract between the undersigned and City of Forest Park, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, solicitation instructions and conditions, the contract provisions and the contractor's proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this RFP Submittal Letter this 7th day of March, 2022.

By: Holly W. Cataldo

Holly W. Cataldo

Title: Director of Land Services/Shareholder

Sworn to and subscribed before me the 7th day of March 2022

Notary Public: [Signature]

My Commission Expires: 8/2/22

[SEAL]



Required Submittal (FORM 2)
Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO OFFERORS:

All Offerors **must** comply with the Illegal Immigration Reform and Enforcement Act, O.C.G.A §13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Offerors must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Offerors must not rely on these instructions for that purpose. The instructions are offered only as a convenience to assist Offerors in complying with the requirements of the City's procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
3. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
7. *Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
8. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.

Required Submittal (FORM 2)**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows: **(a)** the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; **(b)** the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; **(c)** the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; **(d)** the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; **(e)** the Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); **(f)** the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and **(g)** Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

1346711

Federal Work Authorization User Identification Number

June 1, 2013

Date of Authorization (mm/dd/yyyy)

Colliers Engineering & Design, Inc.

Name of Contractor (Legal Name of Offeror)

On-Call Real Estate Appraisals and Right of Way
Acquisition Consultant Services RFP No. 02042022

Name of Project/Solicitation Number

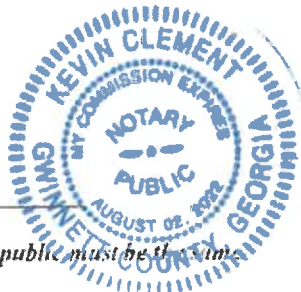
City of Forest Park, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.Executed on March, 7th, 2022 in Gwinnett Co (City), GA (State).Holly W. Cataldo
Signature of Authorized Officer or AgentHolly W. Cataldo, Director of Land Services/Shareholder

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 7th DAY OF March, 2022K. C. [Signature]
NOTARY PUBLICMy Commission Expires: 8/2/22

*The signature dates for both the authorized representative and notary public must be the same.

Required Submittal (FORM 3)**Contractor's Statement of Legal Status and Financial Capability***For official and confidential use by the City of Forest Park, Georgia*

Purpose/Instructions: The following information will be used by the City of Forest Park, Georgia in determining whether or not the identified **Contractor** has, in the opinion of the City of Forest Park, Georgia, the financial capability to successfully fulfill its obligations to the City.

If space on this form is inadequate for any requested information, please furnish on attached pages with a reference to the appropriate question number on this form.

A. Submission Information:

1. This Statement is being submitted as required by a FOREST PARK Solicitation:
FOREST PARK Solicitation #: 02042022
Project Name: On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services
2. This information is current as of (date): 03/07/2022

B. Contractor Information

1. Official Company/Entity Name: Colliers Engineering & Design, Inc.
(hereinafter "Contractor")
2. Mailing Address: 1305 Mall of Georgia Boulevard, Suite 120
City/State/Zip: Buford, Georgia, 30519
3. If at this address less than 1 year, prior address: _____
City/State/Zip: _____
4. Primary contact regarding this information: Holly Cataldo
5. Telephone Number: (704) 618-9005
6. Email Address: holly.cataldo@colliersengineering.com

C. Development Entity. The Development entity named above is:

- ☐ A sole proprietorship — Soc. Sec. # _____
- ☒ A corporation — FID # 22-2651610
- ☐ A nonprofit or charitable institution or corporation — FID # _____
- ☐ A partnership _____ — FID # _____
- ☐ A business association or a joint venture — FID # _____
- ☐ A limited liability company — FID # _____
- ☐ A Federal, State, or local government or instrumentality thereof
- ☐ Other / explain: _____

D. Date and State of Organization. If the Contractor is not an individual or a government agency or instrumentality:

1. Date of organization: 1984

2. State of organization: New Jersey

E. Contractor Principals. Names of owners, officers, directors, trustees, and principal representatives of the development entity

Name, Title, Address, ZIP Code	Description of interest/relationship	% of Ownership Interest
Colliers International Group, Inc. 1114 Sixth Avenue, 12th Fl, New York, NY 10036	Majority Shareholder	65%
Leonardo E. Ponzio 331 Newman Springs Road, Ste 203, Red Bank, NJ 07701	Shareholder	5.591%
Kevin Haney 331 Newman Springs Road, Ste 203, Red Bank, NJ 07701	Shareholder	4.538%
Richard Maser 331 Newman Springs Road, Ste 203, Red Bank, NJ 07701	Shareholder	2.320%
Joseph Dopico 331 Newman Springs Road, Ste 203, Red Bank, NJ 07701	Shareholder	0.859%
Thomas Hinczynski 331 Newman Springs Road, Ste 203, Red Bank, NJ 07701	Shareholder	0.064%
Maurice Rached 331 Newman Springs Road, Ste 203, Red Bank, NJ 07701	Shareholder	0.468%

F. Contractor Affiliations. Is the Contractor a subsidiary or parent of or affiliated with, any other corporation or corporations or any other firm or firms?

☒ Yes ☐ No

If Yes, provide the following information:

Corporation/Firm	Relationship to Contractor	Common Officers/Directors/Owners/ Trustees/Representatives
Colliers Engineering & Design CT, P.C. 331 Newman Springs Road, Ste 203 Red Bank, NJ 07701	Sister Company	Richard Maser - President, Kevin Haney - Vice President, Leonardo Ponzio - Vice President, Joseph Dopico - Secretary, Paul Steroenz - Vice President, Michael Burns - Vice President, Jeffrey Allen - Vice President, and Andrew Fetherston - Vice President
Colliers Engineering & Design/Maser Consulting 331 Newman Springs Road, Ste 203 Red Bank, NJ 07701	Subsidiary	Richard Maser - Chairman, Kevin Haney - President & CEO, Leonardo Ponzio - VP, CAO, & Treasurer, Joseph Dopico - COO, Thomas Hinczynski - CFO

If the Contractor is different than the parent corporation or firm, will the parent corporation or firm guarantee performance under this proposal?

☒ Yes ☐ No

G. Bankruptcy. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years?

☐ Yes ☒ No

If Yes, provide the following information:

Name	Court	Date	Status

H. Loan Defaults. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation? *(attach additional sheets if needed)*

☐ Yes ☒ No

If Yes, explain: _____

I. Criminal Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors party to any past or pending criminal litigation?

☐ Yes ☒ No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Charge/Current Status

J. Civil Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation,

or any of the Contractor's officers or principal members, shareholders or investors party to any pending civil litigation that could potentially impact the financial capability of the Contractor to complete the proposed development?

☐ Yes ☒ No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Current Status

K. Conflict of Interest. Does any member or employee of the City of Forest Park, Georgia have any direct or indirect personal interest in the Contractor or in the redevelopment or rehabilitation of the property being proposed by the Contractor?

☐ Yes ☒ No

If Yes, explain:

L. Source of Financing. Provide an itemization of planned or likely sources of funds to be used to cover Contractor's obligations under the project.

1. Provide a copy of a letter of interest from potential lenders, or
2. Provide any other evidence of Contractor's ability to obtain debt financing.
3. Provide name and address of financial institution reference(s).

M. Financial Condition. Provide an audited financial statement for each of the previous two years presented in accordance with generally accepted accounting principles and accompanied by an unqualified opinion of certified public accountants. If the date of this audited financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.

N. Previous Forest Park Projects. Has the Contractor or its parent entity (if any), or any subsidiary or affiliated entity of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors had any previous contractual relationship with the City of Forest Park?

☐ Yes ☒ No

Project Name	Description	Date

O. Additional Information. Attach any additional evidence deemed helpful to demonstrate the Contractor's financial capacity and capability to complete the project.

FORM 4**Acknowledgement of Insurance**

I Holly W. Cataldo on behalf of Colliers Engineering & Design, Inc. ("Proponent"), acknowledge that if selected as the successful Proponent for (enter project name and number) On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services, RFP No. 02042022 Proponent shall comply with all insurance requirements for the project listed above and any other attachments to the RFP which pertain to insurance.

Proponents understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to the award of a contract and to take all necessary steps to ensure compliance with the applicable requirements without delay. The Proponent understands, acknowledges and agrees that any failure to fully comply with the insurance requirements within 10 days of the date the Proponent receive a final contract.

By executing this Acknowledgement of Insurance, I represent that the Proponent understands and agrees to comply unconditionally with all requirements. I represent that I am authorized to make the representation contained herein on behalf of the Proponent.

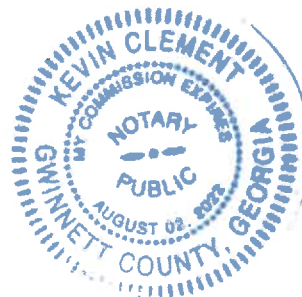
Signature of Authorized Officer or Agent

Holly W. Cataldo Holly W. Cataldo, Director of Land Services/Shareholder
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 7th DAY OF March, 20 22

[Signature]
NOTARY PUBLIC

My Commission Expires: 8/2/22





TD Securities
Corporate & Investment Banking
TD West Tower, 9th floor, 66 Wellington Street West
Toronto, ON, M5K 1A2

December 6, 2021

Dave VanDerwill
Senior Treasury Manager
Colliers International

RE: Letter of Financial Good Standing

Dear Dave,

Please be advised that Colliers International Group Inc. ("Colliers") has a long-standing and strong relationship with The Toronto-Dominion Bank ("TD").

Colliers has been a client of TD for over 10 years. We confirm that Colliers maintains a credit facility, on which TD acts as the Administration Agent, in the amount of US\$1 Billion. All accounts remain in good standing and Colliers is considered fully responsible for its debt obligations.

Overall, Colliers represents a valued relationship to TD Securities with accounts and, as of the date of this letter, the credit facility operating to our complete satisfaction.

This information is given to you in confidence and for your exclusive use and may not be relied upon by any other party. The Bank shall incur no liability or obligations of any kind to any person including the addressee hereof in providing this letter. The Bank does not assume responsibility for updating the information contained in this letter as of any date subsequent to the date of this letter and assumes no responsibility for advising you of any changes with respect to any matters described in this letter that may occur subsequent to the date of this letter.

Should you have any questions about the information presented herein, please feel free to contact the undersigned at 416 307 3869.

Yours Truly,

Tim Thomas
Managing Director, Credit Origination
TD Securities

FORM 5**ACKNOWLEDGMENT OF ADDENDA**

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
<u>1</u>	<u>03/08/2022</u>	<u>HC</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

☐ **No addenda were received:**

Acknowledged for: Colliers Engineering & Design
(Name of Proponent)

By: Holly W. Cataldo
(Signature of Authorized Representative)

Name: Holly W. Cataldo
(Print or Type)

Title: Director of Land Services/Shareholder

Date: March 17, 2022

The City of Forest Park

Request for Proposals

On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services Department of Public Works

Pre- Proposal Conference: Tuesday, February 15, 2022 at 11:00 a.m. (local time)
City of Forest Park City Hall
745 Forest Parkway, Forest Park, GA 30297

Proposal Deadline: Wednesday, March 23, 2022 at 2:00 p.m.

ADDENDUM #1 **Issued March 8, 2022**

*Acknowledgment of receipt of this addendum **MUST BE SIGNED AND INCLUDED**
IN YOUR RESPONSE TO THE RFP.*

REVISION(S):

1. A revision was made to extend the due date for all proposals. Proposals are due no later than **2:00 PM EST on March 23, 2022** in a sealed package to Forest Park City Hall, located at **745 Forest Parkway, Forest Park GA, 30297.**

QUESTION(S):

1. Is the Consultant's title attorney also required to facilitate parcel closings?

Answer:

Yes

2. Is the Consultant required to contract with a GDOT approved Court Coordinator to coordinate with the City Attorney once a condemnation action is initiated by the City?

Answer:

No

3. How does the City prefer documents to be handled that may contain trade secrets of the submitting company?

Answer:

Proponents submitting records containing trade secrets that wishes to keep such records confidential must submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets. Proponents are to submit this with their proposal on Form 12 provided in the RFP. Please refer to **Part 1: Information to Proponents, Section 9: Georgia Open Records Act** for more information.

4. Is section 2.4.2 required to list in our "Experience and Past Performance" the section regarding equipment, vehicles, temporary office trailers, etc.

Answer:

This section may be omitted if your firm do not have any of these physical resources.

5. Do we have an overall page limit excluding forms?

Answer:

There is not an overall page limit include in the document; however, there are some sections in which a page limit is mentioned such as a 2 page maximum per person regarding the submission of resumes. Please refer to the RFP for further submittal requirements of the proposal.



SIGNATURE
Director of Land Services/Shareholder
TITLE

Colliers Engineering & Design

COMPANY NAME

March 17, 2022

DATE

Required Submittal (FORM 6)
Contact Directory

Proponent Name: Colliers Engineering & Design, Inc.

NAME	POSITION/TITLE (JV Relationship, if applicable) *	MAILING ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Jared Estes	Primary Contact	1305 Mall of Georgia Blvd Suite 120 Buford, GA 30519	(770) 489-4119	jared.estes@colliersengineering.com
Vivian Swanigan	Secondary Contact	1305 Mall of Georgia Blvd Suite 120 Buford, GA 30519	(770) 425-4771	vivian.swanigan@colliersengineering.com

The purpose of the Offeror Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting an Offeror. This Offeror Contact Directory must include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for at least one (1) primary contact, and names, positions, titles of at least one (1) secondary contact, where applicable, authorized to represent the firm for purposes of this solicitation.

**Joint Ventures established less than three (3) years must include at least one (1) primary contact for each member.*

Required Submittal (FORM 7)
Reference List

Each Offeror must provide a list of at least three (3) references. The references provided shall not be from the same project and must be able to attest to an Offeror's performance ability and credibility in a particular industry or trade. The City may also consider the information obtained through other sources. Past and present performance information will be utilized to determine the quality of the Offeror's past and present performance as it relates to the probability of success for this Project.

Reference No. 1

Project Name: I-285 Top End Express Lanes

Owner/Client of Project: Georgia Department of Transportation

Contact Name/Title: Phil Copeland (MMIP ROW Lead, HNTB Corporation)

Address: 191 Peachtree Street, Ste. 3000

City: Atlanta State: GA Zip Code: 30303

Phone Number: 404-946-5700 Email: PCopeland@hntb.com

Description of Services: Prime contract for turnkey ROW services (Acquisition & Relocation)

Total Amount of Contract Including Change Orders: \$1,900,000

Offeror's Role and Responsibilities: Turnkey ROW services (Acquisition & Relocation)

Current Completion Status: Ongoing

Reference No. 2

Project Name: SR 162 from CR 511/Brown Bridge Road to CR 34 /Old Salem Road

Owner/Client of Project: Georgia Department of Transportation (Client: HDR Engineering)

Contact Name/Title: Janae Barbeau (Southeast Real Estate Services Lead)

Address: 1100 Peachtree Street NE, Ste. 400

City: Atlanta State: GA Zip Code: 30309

Phone Number: 404-601-8600 Email: Janae.Barbeau@hdrinc.com

Description of Services: HDR Engineering is prime contract holder for ROW services for SR 162 widening in Newton/Rockdale Counties

Total Amount of Contract Including Change Orders: \$216,000

Subconsultant to HDR Engineering providing acquisition
 Offeror's Role and Responsibilities: management and pre-acquisition services for Newton County
 portion.

Current Completion Status: Ongoing

Required Submittal (FORM 7)
Reference List (cont.)

Reference No. 3

Project Name: Sardis Road Connector

Owner/Client of Project: Hall County (Client: Croy Engineering)

Contact Name/Title: Lynn Wigington (ROW Program Manager)

Address: 200 Cobb Parkway N., Suite # 413

City: Marietta State: GA Zip Code: 30060

Phone Number: 770-971-5407 Email: lwigington@croyeng.com

Description of Services: Croy Engineering is prime contract holder for turnkey ROW
 services for the new alignment/widening of Sardis Road
 Connector

Total Amount of Contract Including Change Orders: \$100,000

Offeror's Role and Responsibilities: Negotiation services for approximately 45 parcels

Current Completion Status: Ongoing

FORM 10
NON-COLLUSION AFFIDAVIT

The undersigned proponent or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RESPONSE ARE TRUE AND CORRECT.

Dated this 7th day of March, 2022

Colliers Engineering & Design, Inc.
 (Name of Organization)

Holly W. Cataldo
 (Print Name)

Director of Land Services/Shareholder
 (Title)

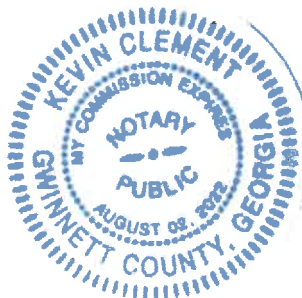
Holly W Cataldo
 (Signature)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 7th day of March, 2022.

KCCZ
 Notary Public Signature

My Commission Expires: 8/2/22



FORM 11
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
MATTERS

The Proposer, Colliers Engineering & Design, Inc., certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the proposer is unable to certify to any of the statements in this certification, such proposer shall attach an explanation to this Proposal.

The proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

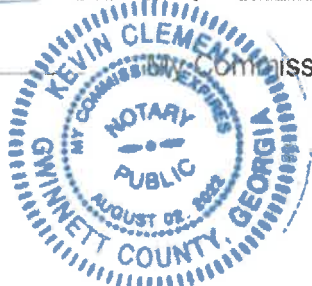
Holly W Cataldo
 Signature of Authorized Agent

Holly W. Cataldo, Director of Land Services/Shareholder
 Name/Title of Authorized Agent

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 7th day of March, 2022.

[Signature]
 Notary Public Signature



Commission Expires: 8/2/22 [SEAL]

CERTIFICATION

I * Holly W. Cataldo certify under penalty of perjury under the laws of the State of Georgia that I am authorized to submit this information on behalf of the Contractor and that the statements made in this Proposal are true and correct. I further authorize the City of Forest Park, Georgia, or any employee or agent acting on behalf of the City of Forest Park, Georgia, to undertake any investigation deemed appropriate to verify the information contained herein.

Signature of Authorized Officer or Agent

Holly W. Cataldo

Holly W. Cataldo, Director of Land Services/Shareholder

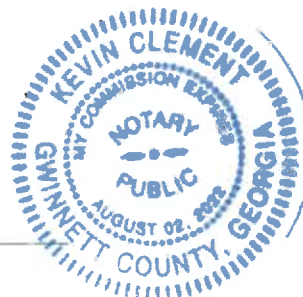
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 7th DAY OF March, 2022

K-C-T-S
NOTARY PUBLIC

My Commission Expires: 8/2/22



* If the Contractor is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

FORM LSBD-1

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Forest Park (COFP) to promote full and equal business opportunity for all persons doing business with the City. The undersigned covenants that we have not discriminated on the basis of a firm's revenue, employee count, social or economic disadvantages, minority, gender, or veteran status, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms LSBD-2, LSBD-3 and LSBD-4. Set forth below is the signature of an officer of the Bid entity with the City of Forest Park to bind the entity.

I, Holly W. Cataldo (Name, Title), on behalf of Colliers Engineering & Design (Company), by my signature below, do hereby promise:

1. To adopt the policies of the City of Forest Park relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of COFP;
2. Not to otherwise engage in discriminatory conduct; To provide a discrimination-free working environment;
3. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
4. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

By: Holly W. Cataldo

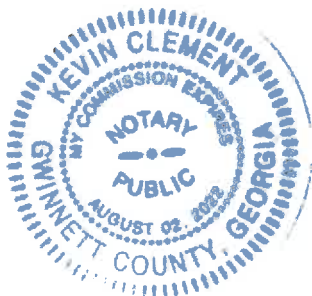
Title: Director of Land Services/Shareholder

Sworn to and subscribed before me the 7th day of March 2022

Notary Public: [Signature]

My Commission Expires: 8/2/2022

[SEAL]



FORM LSBD-2

CITY OF FOREST PARK

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (LSBE and Non-LSBD) that were contacted regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact
Sonya Bradley	Prominent Realty, LLC 2274 Salem Road Ste 106-194 Conyers, GA 30013 678-366-3565	No	Right of Way Acquisition	DBE	Will perform as sub
Tammy Duke	Real Estate Appraisal Group 4702 Deer Cree Court Flowery Branch, GA 404-486-2770	No	Appraisals	DBE	Will perform as a sub
Timothy Smith	J&T Smith Inc. 3535 Woodbury Court Cumming, GA 30041 678-591-2045	No	Appraisals	N A	Will perform as a sub
Gresham Smith (Firm name) Josh Davis & Kendrick Brown	2325 Lakeview Parkway Ste. 300 Alpharetta, GA 770-754-0755	No	Right of Way Acquisition	N A	Will perform as a sub
Columbia Engineering (Firm name) Michael Delaney	2862 Buford Hwy NE Ste 200 Duluth, GA 30096 770-925-0357	No	Right of Way Acquisition	N A	Will perform as a sub
Power Law Warren Power, Esq.	108 Atlanta Street McDonough, GA 30253 770-957-1765	No	Titles/Closings	N A	Will perform as a sub

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Local, Small Business, Diversity Form (Page 1 of 2)

FORM LSBD-3

CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or no)	Type of Work to be Performed	Owner of Business (See code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount
Sonya Bradley	Prominent Realty, LLC 2724 Salem Road Ste 106 -194 Conyers GA 30013 678-368-3565	No	Right of Way Acquisition Services	DBE	\$120,000	20%
Tammy Duke	Real Estate Appraisal Group 4702 Deer Creek Court Forest Park, GA 404-488-2770	No	Appraisals	DBE	\$144,000	20%

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % 40

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent's Company Name: Colliers Engineering & Design, Inc. Date: March 23, 2022 FC#: _____Proponent's Contact Number: (704) 618-9005Project Name: On-Call Right of Way Acquisition Services & Real Estate AppraisalsSignature: 

****Colliers Engineering & Design assumes 2 projects per year with an average of 20 parcels (40 parcels per year) for the life of the contract
(6 years x 40 parcels = 240 parcels for the life of the contract)**

Section 2.9

State of Georgia Licenses



Georgia Real Estate Commission

Suite 1000 - International Tower

229 Peachtree Street, NE

Atlanta, GA 30303-1605

Phone: 404/656-3916

Email: grecmail@grec.state.ga.us

www.grec.state.ga.us

CERTIFICATION OF LICENSURE

Date: Thursday, March 17, 2022

This is to certify that a good faith search of our records reveals the following information:

GENERAL

Name: JARED KEITH ESTES
 License Number: 357119
 License Type: Broker
 Original License Date: 4/29/2014
 Expiration Date: 3/31/2025
 Current License Status: ACTIVE
 Address of Record: COLLIERS LAND SERVICES
 5275 PARKWAY PLAZA SUITE 100
 CHARLOTTE, NC 28217

LICENSED BY

Reciprocity

DISCIPLINARY SANCTIONS

No Record of Disciplinary Sanctions

LICENSE HISTORY (Previous Five (5) Years Only)

Begin Date	End Date	Status	Role
03/17/2017	08/29/2017	Active Status	Salesperson
08/30/2017		Active Status	Broker



Georgia Real Estate Commission

Suite 1000 - International Tower
 229 Peachtree Street, NE
 Atlanta, GA 30303-1605
 Phone: 404/656-3916
 Email: grecmail@grec.state.ga.us
 www.grec.state.ga.us

CERTIFICATION OF LICENSURE

Date: Friday, March 18, 2022

This is to certify that a good faith search of our records reveals the following information:

GENERAL

Name: VIVIAN B SWANIGAN
 License Number: 291326
 License Type: Salesperson
 Original License Date: 7/25/2005
 Expiration Date: 4/30/2025
 Current License Status: ACTIVE
 Address of Record: COLLIERS LAND SERVICES
 5275 PARKWAY PLAZA SUITE 100
 CHARLOTTE, NC 28217

LICENSED BY

Reciprocity

DISCIPLINARY SANCTIONS

No Record of Disciplinary Sanctions

LICENSE HISTORY (Previous Five (5) Years Only)

Begin Date	End Date	Status	Role
03/18/2017	03/31/2020	Active Status	Salesperson
04/01/2020	04/26/2021	Inactive Status	Salesperson
04/27/2021		Active Status	Salesperson



Georgia Real Estate Commission

Suite 1000 - International Tower
 229 Peachtree Street, NE
 Atlanta, GA 30303-1605
 Phone: 404/656-3916
 Email: grecmail@grec.state.ga.us
 www.grec.state.ga.us

CERTIFICATION OF LICENSURE

Date: Friday, March 18, 2022

This is to certify that a good faith search of our records reveals the following information:

GENERAL

Name:	O'TIKA JO CHERRY
License Number:	390236
License Type:	Broker
Original License Date:	1/24/2019
Expiration Date:	5/31/2023
Current License Status:	ACTIVE
Address of Record:	COLLIERS LAND SERVICES 5275 PARKWAY PLAZA SUITE 100 CHARLOTTE, NC 28217

LICENSED BY

Reciprocity

DISCIPLINARY SANCTIONS

No Record of Disciplinary Sanctions

LICENSE HISTORY (Previous Five (5) Years Only)

Begin Date	End Date	Status	Role
01/24/2019		Active Status	Broker



Georgia Real Estate Commission

Suite 1000 - International Tower
229 Peachtree Street, NE
Atlanta, GA 30303-1605
Phone: 404/656-3916
Email: grecmail@grec.state.ga.us
www.grec.state.ga.us

CERTIFICATION OF LICENSURE

Date: Friday, March 18, 2022

This is to certify that a good faith search of our records reveals the following information:

GENERAL

Name: KENDRICK BROWN
License Number: 345845
License Type: Broker
Original License Date: 7/19/2011
Expiration Date: 2/29/2024
Current License Status: ACTIVE
Address of Record: KENDRICK BROWN REAL ESTATE
2440 WISTERIA DRIVE
SNELLVILLE, GA 30078

LICENSED BY

Written Examination with Passing Score

DISCIPLINARY SANCTIONS

No Record of Disciplinary Sanctions

LICENSE HISTORY (Previous Five (5) Years Only)

Begin Date	End Date	Status	Role
03/18/2017	05/02/2017	Inactive Status	Salesperson
05/02/2017	08/24/2017	Active Status	Salesperson
08/24/2017	08/28/2017	Inactive Status	Salesperson
08/28/2017	10/18/2020	Active Status	Salesperson
10/19/2020		Active Status	Broker



Georgia Real Estate Commission

Suite 1000 - International Tower
229 Peachtree Street, NE
Atlanta, GA 30303-1605
Phone: 404/656-3916
Email: grecmail@grec.state.ga.us
www.grec.state.ga.us

CERTIFICATION OF LICENSURE

Date: Friday, March 18, 2022

This is to certify that a good faith search of our records reveals the following information:

GENERAL

Name: SONYA LAWANDA BRADLEY
License Number: 253853
License Type: Broker
Original License Date: 8/7/2002
Expiration Date: 5/31/2024
Current License Status: ACTIVE
Address of Record: PROMINENT REALTY LLC
1356 TRISHA COURT
LITHONIA, GA 30058

LICENSED BY

Written Examination with Passing Score

DISCIPLINARY SANCTIONS

No Record of Disciplinary Sanctions

LICENSE HISTORY (Previous Five (5) Years Only)

Begin Date	End Date	Status	Role
03/18/2017	09/30/2017	Active Status	Broker
10/01/2017	10/29/2017	Inactive Status	Broker
10/30/2017		Active Status	Broker



Georgia Real Estate Commission

Suite 1000 - International Tower
229 Peachtree Street, NE
Atlanta, GA 30303-1605
Phone: 404/656-3916
Email: grecmail@grec.state.ga.us
www.grec.state.ga.us

CERTIFICATION OF LICENSURE

Date: Friday, March 18, 2022

This is to certify that a good faith search of our records reveals the following information:

GENERAL

Name:	MICHAEL E DELANEY
License Number:	168460
License Type:	Broker
Original License Date:	4/18/1994
Expiration Date:	9/30/2025
Current License Status:	ACTIVE
Address of Record:	CROSSPOINTE REALTY INC 4045 BOLES CREEK DRIVE DULUTH, GA 30096 ARMED FORCES REALTY INC 4045 BOLES CREEK DRIVE DULUTH, GA 30096

LICENSED BY

Written Examination with Passing Score

DISCIPLINARY SANCTIONS

No Record of Disciplinary Sanctions

LICENSE HISTORY (Previous Five (5) Years Only)

Begin Date	End Date	Status	Role
03/18/2017	03/20/2017	Inactive Status	Broker
03/21/2017		Active Status	Broker

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

TAMMY M DUKE

247312

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG
AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE
OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE
PAYMENT OF ALL FEES ON A TIMELY BASIS.

CHARLES B. BRAMLETT
Chairperson

WILLIAM R. COLEMAN, JR.
D. SCOTT MURPHY
MARILYN R. WATTS

SANDRA MCALISTER WINTER
Vice Chairperson

37161501

STATE OF GEORGIA REAL ESTATE APPRAISERS BOARD

TIMOTHY J SMITH

262445

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEFF A. LAWSON
Vice Chairperson

JEANMARIE HOLMES
KEITH STONE
WILLIAM A. MURRAY

1316517316222427

TIMOTHY J SMITH

262445
Status ACTIVE

END OF RENEWAL
01/31/2023

CERTIFIED GENERAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street N.E.
Atlanta GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

1316517316222427

TIMOTHY J SMITH

262445
Status ACTIVE

END OF RENEWAL
01/31/2023

CERTIFIED GENERAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street N.E.
Atlanta GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

1316517316222427

SMITH, TIMOTHY J
3535 WOODBURY COURT
CUMMING, GA 30041

State Bar
of Georgia

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More ...

Mr. Warren Randall Power

Power-Jaugsstetter PC

PO Box 70

McDonough, GA 30253, United States

Email warren@powerlaw.legalPhone [\(770\) 957-1765](tel:(770)957-1765)Fax [\(770\) 957-1065](tel:(770)957-1065)

Status

Active Member in Good
Standing

Public Discipline

None on Record

Admit Date

05/30/1989

Law School

Mercer University-W.
George L.S.Member of the following
sections:

Eminent Domain

[DOWNLOAD VCARD](#)

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red denote those members who are not permitted to practice law in Georgia.)

[VIEW FULL BIO](#)

This site only includes information about an attorney's public disciplinary history from January 1991 through March 2022.

Section 2.10

State of Georgia Certificate of Existence

STATE OF GEORGIA**Secretary of State**

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

**AMENDED CERTIFICATE OF AUTHORITY
NAME CHANGE**

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Maser Consulting Inc.
a Foreign Profit Corporation

formed under the laws of the State of **New Jersey** and authorized to transact business in Georgia on **03/12/2012**, has amended its application to transact business in this state by the filing of an amendment changing its name to

Colliers Engineering & Design, Inc.
a Foreign Profit Corporation

and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/16/2020**.

*Brad Raffensperger*

Brad Raffensperger
Secretary of State

**APPLICATION FOR AMENDED CERTIFICATE OF
AUTHORITY**

Electronically Filed
Secretary of State
Filing Date: 12/14/2020 12:54:17 PM

Business Information

Business Name : Maser Consulting Inc.
Control Number : 12024332
Business Type : Foreign Profit Corporation
Home Jurisdiction : New Jersey
Name in Home Jurisdiction : Colliers Engineering & Design, Inc
Date of Authorization in Georgia : 03/12/2012

Amended Business Information

New Business Name : Colliers Engineering & Design, Inc.
Effective Date : 12/14/2020

Authorizer Information

Authorizer Signature : Leonardo E. Ponzio

Authorizer Title : Officer

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

COLLIERS ENGINEERING & DESIGN, INC.
0100275246

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on October 15, 1985.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

RICHARD M. MASER
331 NEWMAN SPRINGS ROAD
SUITE 203
RED BANK, NJ 07701



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 4th day of December, 2020

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6113510860

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert.JSP/Verify_Cert.jsp



Engineering
& Design

Colliers Engineering & Design is a trusted provider of multi-discipline engineering, design and consulting services providing customized solutions for public and private clients through a network of offices nationwide.

For a full listing of our office locations, please visit colliersengineering.com



*Civil/Site • Traffic/Transportation • Governmental • Survey/Geospatial
Infrastructure • Geotechnical/Environmental • Telecommunications • Utilities/Energy*

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (M)
4/22/

Item #3.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 18000 Horizon Way Mount Laurel, NJ 08054	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: somersetclsupport@mma-ne.com														
INSURED Colliers Engineering & Design Inc dba Maser Consulting* 331 Newman Springs Rd, Suite 203 Red Bank, NJ 07701	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 480">INSURER A : National Union Fire Ins Co PittsburghPA</td> <td data-bbox="1433 453 1563 480">19445</td> </tr> <tr> <td data-bbox="816 480 1433 508">INSURER B : Travelers Property Casualty Co of Amer</td> <td data-bbox="1433 480 1563 508">25674</td> </tr> <tr> <td data-bbox="816 508 1433 535">INSURER C : New Hampshire Insurance Company</td> <td data-bbox="1433 508 1563 535">23841</td> </tr> <tr> <td data-bbox="816 535 1433 562">INSURER D : Navigators Insurance Company</td> <td data-bbox="1433 535 1563 562">42307</td> </tr> <tr> <td data-bbox="816 562 1433 590">INSURER E :</td> <td data-bbox="1433 562 1563 590"></td> </tr> <tr> <td data-bbox="816 590 1433 617">INSURER F :</td> <td data-bbox="1433 590 1563 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co PittsburghPA	19445	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Navigators Insurance Company	42307	INSURER E :		INSURER F :	
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INSURER C : New Hampshire Insurance Company	23841														
INSURER D : Navigators Insurance Company	42307														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL9925559	03/01/2022	03/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4773685	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0			CUP1T66744422NF	03/01/2022	03/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC025893715	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			NY22MXEZ07LHXIV	03/01/2022	03/01/2023	\$15,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Professional Services - All Projects

Evidence of Insurance

***NAMED INSURED INCLUDE:** Colliers Engineering & Design Inc. dba Bolton Perez & Associates Inc.; Bolton Perez & Associates Inc.; Network Engineering Services Inc.; Colliers Engineering & Design CT,P.C.; Colliers (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Forest Park 745 Forest Parkway Forest Park, GA 30297	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

DESCRIPTIONS (Continued from Page 1)

Item #3.

Engineering & Design Inc.; Colliers International Holdings USA Inc.; Colliers International Group Inc.; Colliers International USA, LLC; Maser Consulting Inc.; Maser Consulting P.A.; Maser Consulting Connecticut PC; Colliers Engineering & Design/Maser Consulting Inc.; Triangle Surveying & Mapping Inc.; Maser Land Services LLC; Colliers Project Leaders USA NE, LLC; Colliers Engineering & Design Inc dba Colliers Project Leaders; Gorton & Partners LLC ; TerraSense Lab CED, Inc.; Northern Survey Consulting LLC dba Northern Survey Engineering LLC; Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C (also referred to as Bergmann, DPC); Bergmann Architectural Associates, Inc.; Bergmann Engineering Associates, Inc.; KFW Management LLC dba KFW Engineers & Surveying; KFW Surveying LLC



COLLIER-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (Item #3.
4/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Berkley Design Professional Underwriters INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Colliers Engineering & Design, Inc. dba Maser Consulting* 331 Newman Springs Road, Suite 203 Red Bank, NJ 07701	NAIC # 32603

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			AEC905283605	2/25/2022	2/25/2023	Per Claim Limit 1,000,000
A				AEC905283605	2/25/2022	2/25/2023	Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Coverages are in accordance with policy terms and conditions.

*NAMED INSUREDS INCLUDE: Colliers Engineering & Design Inc. dba Bolton Perez & Associates Inc., Bolton Perez & Associates, Inc.; Colliers Engineering & Design CT, P.C.; Colliers Engineering & Design Inc.; Colliers International Holdings USA Inc.; Colliers International Group Inc.; Colliers International USA, LLC; Maser Consulting Inc; Maser Consulting P.A.; Maser Consulting Connecticut PC; Triangle Surveying & Mapping Inc.; Maser Land Services LLC., Gorton & Partners, LLC; Colliers Engineering & Design/Maser Consulting Inc.

RE: Professional Services – All Projects

CERTIFICATE HOLDER

CANCELLATION

CITY OF FOREST PARK 745 Forest Parkway Forest Park, GA 30297	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE gared maxwell
---	--

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Item #3.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Colliers Engineering & Design, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 331 Newman Springs Road Suite 203	Requester's name and address (optional)
6 City, state, and ZIP code Red Bank, NJ 07701	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
2	2	-	2	6	5	1	6	1	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Michelle Lyons</i>	Date ► 1/4/22
-----------	--	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RESOLUTION NO. 2025-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE CITY ATTORNEY TO DRAFT AND NEGOTIATE A CONTRACT WITH COLLIERS ENGINEERING AND DESIGN, INC. FOR ON-CALL REAL ESTATE APPRAISALS AND RIGHT-OF-WAY ACQUISITION CONSULTANT SERVICES FROM THE CITY'S PUBLIC WORKS DEPARTMENT.

WHEREAS, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City's Public Works Department ("Department") requests approval to enter into a one (1) year On-Call Real Estate Appraisals and Right-of-Way Acquisition Consultant Agreement ("Agreement") with four (4) subsequent annual renewal periods with Colliers Engineering and Design, Inc. ("Colliers"); and

WHEREAS, the Agreement shall consist of terms for Colliers to assist the City in acquiring property and easements for various projects, including those funded by the Federal and State governments and all compliance with the Georgia Department of Transportation and the Federal Highway Administration; and

WHEREAS, the estimated cost for this Agreement shall be determined on a project-by-project basis; and

WHEREAS, the approval of this Agreement is necessary for the health, safety, and welfare of the citizens.

THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:

Section 1. Approval. The Department's request to authorize the City Attorney to draft and negotiate an On-Call Real Estate Appraisals and Right-of-Way Acquisition Consultant Agreement with Colliers Engineering and Design, Inc. as presented to the Mayor and Council on March 3, 2025 is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

SO RESOLVED this 3rd day of March 2025.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

4. Council Discussion and Approval – ELEVATE Workforce Development Initiative– Executive Office

Background/History:

The Executive Office seeks approval to implement an initiative that serves to empower displaced, unemployed and underemployed individuals within the City by providing them the necessary skills, resources and comprehensive support systems to achieve sustainable employment, financial independence and reintegration into society. The initiative, also known as ELEVATE, would foster dignity and economic stability through strategic community partnerships and holistic support systems.



February 24, 2025

Mr. Ricky L. Clark, Jr.
City Manager, City of Forest Park
745 Forest Parkway
Forest Park, Georgia 30297

Dear Mr. Clark,

I am writing to express my strong support for our upcoming workforce development program aimed at assisting displaced persons within our community. As President and CEO for Atlanta Center for Self Sufficiency, I recognize the critical role that organizations like the City of Forest Park play in fostering opportunities for constituent needs.

The ELEVATE Program will provide a comprehensive approach to workforce readiness, combining soft skills training, hard skills training, and case management services. Our goal is to equip participants with the necessary tools to successfully navigate the job market and secure sustainable employment that will foster self-sufficiency, dignity, and lasting economic stability through strategic community partnerships and holistic support systems.

I am particularly excited about the collaboration with additional community stakeholders with expertise in education, technical skills, research, etc., that will be invaluable to the success of this initiative. Together, we can create a supportive environment that empowers individuals while strengthening our community as a whole.

As a Program partner, we are excited to present this workforce development initiative to the Forest Park City Council at the upcoming meeting on Monday, March 3, 2025. This opportunity not only showcases our collective commitment to this cause but also demonstrates the importance of partnerships in addressing workforce challenges.

Thank you for the opportunity to partner to make a meaningful impact on the lives of displaced, unemployed and underemployed persons in our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana Inman", with a stylized flourish at the end.

Dana Inman
President and CEO

File Attachments for Item:

5. Council Discussion and Approval to enter into a contract with Aeras MEP for On-Call HVAC Equipment Repair, Installation, and Maintenance Services (Annual Contract)- Procurement/Public Works

Background/History:

Since 1997, the City has utilized the SWC vendor ABM for monthly maintenance services for the HVAC systems located in City-owned facilities. Over the years facilities have been added, and HVAC equipment has aged, causing frequent repairs. 22 pieces of equipment that were over 20 years old were replaced in 2022 and 2 added locations were added - the Public Safety bldg. and the 696 Community Center. Public Works decided to expand the services to include repairs and new installations for HVAC units and allow for the adding and/or deletion of City-owned facilities.

On-Call HVAC Equipment Repair, Installation and Maintenance Services (Annual Contract): Request for Bid No. 2024-RFB-004 for use by Public Works-Facilities Department. Consists of providing citywide equipment repairs, installations, and maintenance services for HVAC units located in various City-owned buildings. Three (3) bids were received. Request award approval to the lowest, responsive, and responsible bidder: Aeras MEP, 217 Fulton Street, Peachtree City, GA 30269

Estimated Monthly Amount: \$10,322.00

General Operating – Various departments

CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to enter into a contract with Aeras MEP for On-Call HVAC Equipment Repair, Installation, and Maintenance Services (Annual Contract): Procurement/Public Works

Submitted By: Procurement

Date Submitted: 2-24-2025

Work Session Date: 3-03-2025

Council Meeting Date: 3-03-2025

Background/History:

Since 1997, the City has utilized the SWC vendor ABM for monthly maintenance services for the HVAC systems located in City-owned facilities. Over the years facilities have been added, and HVAC equipment has aged, causing frequent repairs. Public Works decided to expand the services to include repairs and new installations for HVAC units and allow for the adding and/or deletion of City-owned facilities.

On-Call HVAC Equipment Repair, Installation and Maintenance Services (Annual Contract): Request for Bid No. 2024-RFB-004 for use by Public Works-Facilities Department. Consists of providing citywide equipment repairs, installations, and maintenance services for HVAC units located in various City-owned buildings. Three (3) bids were received. Request award approval to the lowest, responsive, and responsible bidder:

Aeras MEP, 217 Fulton Street, Peachtree City, GA 30269

Estimated Monthly Amount: \$10,322.00

FUNDING SOURCE: General Operating – Various departments

Action Requested from Council: Approval to enter into a contract with Aeras MEP for On-Call HVAC Equipment Repair, Installation and Maintenance Services (Annual Contract)

Cost: \$ 10,322.00

Budgeted for: ☒ Yes ☐ No

Financial Impact: General Operating – Various departments



CITY OF
FORESTPARK

Item #5.

MEMORANDUM

TO: Nigel Wattley, Interim Director
Public Works Department

FROM: Talisa R. Adams, CPPO, Procurement Manager
Department of Finance – Procurement

SUBJECT: RFB No. 2024-RFB-004 – On-Call HVAC Equipment Repair, Installation and Maintenance Services (Annual Contract)

DATE: January 2, 2025

Procurement has completed the evaluation of bids received for RFB No. 2024-RFB-004 – On-Call HVAC Equipment Repair, Installation and Maintenance Services (Annual Contract). Three (3) bids were received. Procurement recommends an annual award to the lowest, responsive, and responsible bidder:

Areas MEP, 217 Fulton Court, Peachtree City, GA 30269

With your concurrence, please submit the anticipated annual award amount for the recommended award. Procurement will prepare an agenda item for Council's approval. Upon Council's approval, please submit the requisition request form and requisition number needed to issue a Blanket PO number.

Procurement will notify the vendor of the approved award to schedule a Kick-off meeting with Procurement and Public Works.

Please let me know if you need further assistance from Procurement.

Thanks,

Talisa R. Adams

Attachments: Bidders' Bid Response, Bid Tabulation/Evaluation Report, and References Check Report

cc: John Wiggins, Director of Finance

Bid Evaluation Report

2024-RFB-004

1/2/2025

On-Call HVAC Equipment Repair, Installation, and Maintenance Services

Line Item	Description	Unit of Measure	ABM	Aeras MEP	The M. Mitchell Group, LLC.
			Unit Cost	Unit Cost	Unit Cost
1	General Labor Standard Rate	Hourly Rate	\$130.00	\$117.00	\$150.00
2	Journeyman Standard Rate	Hourly Rate	\$130.00	\$119.00	\$64.00
3	Controls Technician Standard Rate	Hourly Rate	\$150.00	\$122.00	\$45.00
4	Overtime/Emergency Rate	Hourly Rate	\$195.00	\$178.50	\$60.00
5	Material Markup (not to exceed 15%)	Percentage	0%	14.90%	15%
6	Monthly Preventative Maintenance Comprehensive Preventative	Per Month	\$16,959.00	\$10,322.00	\$500.00
7	Maintenance (twice a year)	Bi-Yearly	\$0.00	\$61,932.37	\$1,000.00

NOTES

Aeras MEP pricing for line item 6 and 7 are the totals if serviced and billed monthly (line 6) or serviced and billed bi-yearly (line 7)

The M. Mitchell Group was deemed non-responsive due to not providing a response to email requests to provide additional references for similar scope of work performed as listed in the solicitation and provide clarification of prices provided for line items 6 and 7. Two email attempts were made on 12/16/24 and 12/20/24 with no response received. Additionally, the Rockdale County reference submitted by The M. Mitchell Group provided a very poor reference regarding an on-call concrete services project performed by The M. Mitchell Group.

AWARD RECOMMENDATION

Procurement recommends an annual award to the lowest, responsive and responsible bidder:

Aeras MEP
217 Fulton Ct.
Peachtree City, GA 30269

Department: Public Works
Project: On-Call HVAC Services
Vendor: Aeras MEP

Reference #1: Crown Bakeries

Type of Project: Preventative Maintenance

Contact: Yancey Peebles 678-439-2864 ypeebles@crownbakeries.com

Questions:

1. What was the project's scope and types of HVAC systems did they maintain? (Furnace, AC, heat pump, etc.) **The scope of the project was to replace the compressor and clean the condenser coils. This unit is R22 and keeps a cool room down to 38°.**
2. Did the maintenance, repairs or installations address the problem effectively? **Yes, the issue was resolved.**
3. Were there any project issues? **There were no issues with this project.**
4. If yes, how did the vendor rectify the issue? **N/A**
5. Were you provided with a detailed estimate before the work began? **All quotes were received and discussed prior to the job starting.**
6. Were you satisfied with the quality of the work performed? **All work was performed to my standards and the work area was left free of trash and debris.**
7. What type of maintenance plan and/or warranty was provided? **I currently have an annual PM contract with Aeras, that is how this issue was found.**
8. How would you rate the company's level of professionalism (1-10)? **I have not had any issues, and someone always responds to my calls promptly. I would rate this company a 10 and would recommend them to other companies.**

Reference #2: JLL Commercial Office

Type of Project: Preventive Maintenance

Contact: Buzz Buchanan 678-892-8080 buzz.buchanan@jll.com

Questions:

1. What was the project's scope and types of HVAC systems did they maintain? (Furnace, AC, heat pump, etc.) **SOW is preventive maintenance per the manufacture's recommendations. Package water cooled CSC (AKA TRANE SWUD) / cooling towers/ split systems / PIU / VAV**
2. Did the maintenance, repairs or installations address the problem effectively? **Many repairs on pumps/towers have all been effective.**
3. Were there any project issues? **No issues.**
4. If yes, how did the vendor rectify the issue? **N/A**
5. Were you provided with a detailed estimate before the work began? **We always receive detailed SOW on proposals.**
6. Were you satisfied with the quality of the work performed? **Yes.**
7. What type of maintenance plan and/or warranty was provided? **Depends on the project – motor replacement 1 yr / 5 yr on compressor.**
8. How would you rate the company's level of professionalism (1-10)? **10.**

Reference #3: City of Atlanta

Type of Project: Preventative Maintenance

Contact: Billy Russell 470-528-2950 bjrussell@atlantaga.gov

Questions:

1. What was the project's scope and types of HVAC systems did they maintain? (Furnace, AC, heat pump, etc.) **They have worked on Packaged Units, Chillers, Heaters, and Split systems.**
2. Did the maintenance, repairs or installations address the problem effectively? **Yes**
3. Were there any project issues? **No**
4. If yes, how did the vendor rectify the issue? **N/A**
5. Were you provided with a detailed estimate before the work began? **Yes, it included scope of work, and cost with labor hours.**
6. Were you satisfied with the quality of the work performed? **Yes**
7. What type of maintenance plan and/or warranty was provided? **Typically for 1 year, however, they have offered a longer manufacture warranty at a cost.**
8. How would you rate the company's level of professionalism (1-10)? **10, all the employees have been very professional and knowledgeable.**

Talisa Clark

From: Nigel Wattley
Sent: Monday, February 10, 2025 1:26 PM
To: Talisa Clark
Cc: John Wiggins; Alton Matthews
Subject: RE: Cancellation of On-call concrete 2024-RFB-010

Talisa,

Public Works has completed its review, and we would like to move forward with the award recommendation of AREAS MEP for the On-call HVAC Equipment Repair, Installation and Maintenance Services for the City Of Forest Park.

- Annual contract RFB No. 2024-RFB-004

Pls feel free to contact me if you have any questions regarding this.



CITY OF
FORESTPARK

Nigel Wattley

Deputy Director, Public Works

City of Forest Park

Phone: (404) 366-4720 | Mobile: (470) 898-4130

5230 Jones Rd | Forest Park, GA 30297

www.forestparkga.gov |

nwattley@forestparkga.gov



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From: Talisa Clark <tclark@forestparkga.gov>
Sent: Friday, January 31, 2025 10:41 AM
To: Nigel Wattley <nwattley@forestparkga.gov>
Cc: John Wiggins <jwiggins@forestparkga.gov>; Alton Matthews <amatthews@forestparkga.gov>
Subject: Re: Cancellation of On-call concrete 2024-RFB-010

Thanks.

Sent from my iPhone

RESOLUTION NO. 2025-____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE CITY ATTORNEY TO DRAFT AND NEGOTIATE A CONTRACT WITH AERAS MEP FOR ON-CALL HVAC EQUIPMENT REPAIR, INSTALLATION, AND MAINTENANCE SERVICES FROM THE CITY'S PUBLIC WORKS DEPARTMENT.

WHEREAS, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City's Public Works Department ("Department") requests approval to enter into an On-Call HVAC Equipment Repair, Installation, and Maintenance Services Agreement ("Agreement") with annual renewal periods to the lowest, responsive, and responsible bidder, which was Aeras MEP; and

WHEREAS, the Agreement shall consist of terms providing for citywide equipment repairs, installations, and maintenance services for HVAC units located in various City-owned buildings; and

WHEREAS, the estimated annual amount of the Agreement is One Hundred and Twenty-Three Thousand, Eight Hundred and Sixty-Four and 00/100 Dollars (\$123,864.00), to be paid in monthly invoices of Ten Thousand, Three Hundred and Twenty-Two and 00/100 Dollars (\$10,322.00); and

WHEREAS, the approval of this Agreement is necessary for the health, safety, and welfare of the citizens.

THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:

Section 1. Approval. The Department's request to authorize the City Attorney to draft and negotiate an On-Call HVAC Equipment Repair, Installation, and Maintenance Services Agreement with Aeras MEP in the amount of One Hundred and Twenty-Three Thousand, Eight Hundred and Sixty-Four and 00/100 Dollars (\$123,864.00) as presented to the Mayor and Council on March 3, 2025 is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

SO RESOLVED this 3rd day of March 2025.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

6. Council Discussion and Approval to enter into a contract with Hatley Plans, LLC for Impact Fee Study- Procurement/Planning & Development Department

Background/History:

The City would like to consider the option of implementing impact fees. The City has not had an impact fee study conducted in over ten years. The study will categorize key changes such as, updated fee levels, expanded scope of the usage of funds, and improved transparency and administration for the following city departments: Parks, Recreation, and Open Space; Roads Streets and Bridges; Planning & Development; Police, Fire EMS; and any other services which the consultant believes qualify for impact fee consideration.

Impact Fee Study: Request for Proposal No. 2024-RFP-008 for use by Planning & Development Department. Consists of providing a comprehensive impact fee study that is consistent with the Georgia Development Impact Fee Act of 1990. Two (2) proposals were received. After the evaluation of technical and cost proposals, the Evaluation Committee recommends an award to the highest scoring proposer: Hatley Plans, LLC, 3175 Madison Ave. NE., Brookhaven, GA 30319

Total Amount: \$96,500.00

CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to enter into a contract with Hatley Plans, LLC for Impact Fee Study: Procurement/Planning & Development Department

Submitted By: Procurement

Date Submitted: 02-19-2025

Work Session Date: 03-03-2025

Council Meeting Date: 03-03-2025

Background/History:

The City has not had an impact fee study conducted in over ten years. The study will categorize key changes such as, updated fee levels, expanded scope of the usage of funds, and improved transparency and administration for the following city departments:

- a. Parks, Recreation, and Open Space; and
- b. Roads Streets and Bridges; and
- c. Planning & Development; and
- d. Police and Fire EMS; and
- e. Any other services which the consultant believes qualify for impact fee consideration.

Impact Fee Study: Request for Proposal No. 2024-RFP-008 for use by Planning & Development Department. Consists of providing a comprehensive impact fee study that is consistent with the Georgia Development Impact Fee Act of 1990. Two (2) proposals were received. After the evaluation of technical and cost proposals, the Evaluation Committee recommends an award to the highest scoring proposer: Hatley Plans, LLC, 3175 Madison Ave. NE., Brookhaven, GA 30319

Total Amount: \$96,500.00

Action Requested from Council: Approval to enter into a contract with Hatley Plans, LLC for Impact Fee Study

Cost: \$ 96,500.00

Budgeted for: ☒ Yes ☐ No

Financial Impact:

CITY OF
FORESTPARK**MEMORANDUM**

TO: Ricky L. Clark, Jr., City Manager
Executive Office

FROM: Talisa R. Adams, CPPO, Procurement Manager
Department of Finance – Procurement

CC: John Wiggins, Director of Finance
Committee Members: Nicole Dozier, Latosha Clemons, Jeremi Patterson, and Yazmin Huerta (Note-taker)

SUBJECT: Committee Recommendation for 204-RFP-008 Impact Fee Study

DATE: February 11, 2025

Procurement would like to thank each committee member for serving on this committee. Your time, effort, analysis, and participation have led us to a logical recommendation. Again, thank you for your willingness to serve the City beyond your daily job duties, and help in our RFP process.

The Selection Committee has completed their work and is hereby recommending the highest scoring proposer that they believe is most qualified to be awarded the contract for the services advertised under this RFP. **That firm is Hatley Plans LLC.**

The committee received two (2) proposals. The final scores and cost proposals for each firm are displayed below and relevant attachments are enclosed with this correspondence. Should the department choose to move forward with this recommendation, it will need to appear in a near future Council agenda for contract award.

SCORES AND COST PROPOSALS OF RESPONSIVE FIRMS

FIRMS	TOTAL SCORE	LSBD PARTICIPATION	SUBMITTED COST
1. Hatley Plans LLC	98	No	\$96,500.00
2. DIOSS LLC	56	No	\$175,000.00

Sincerely,

Talisa R. Adams

Talisa R. Adams, CPPO
Procurement Manager/Chairperson

Attachments:
Chairperson and OpenGov Score Sheets



City of Forest Park
Procurement

Item #6.

7, -
745 Forest Parkway, Forest Park, GA 30297

EVALUATION TABULATION

RFP No. 2024-RFP-008

Impact Fee Study

RESPONSE DEADLINE: January 22, 2025 at 2:00 pm

Report Generated: Tuesday, February 11, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	DIOSS LLC	Hatley Plans LLC
Proposal Submittal Letter Form	Pass	Pass
Proponent's Technical Proposal	Pass	Pass
Illegal Immigration Reform and Enforcement Act	Pass	Pass
Contractor's Statement of Legal Status and Financial Capability	Pass	Pass
Acknowledgement of Insurance and Bonding Requirements	Pass	Pass
Proponent's Contact Directory	Pass	Pass
List of Clients	Pass	Pass
Non-Collusion Affidavit	Pass	Pass
Certificate Regarding Debarment, Suspension and other Matters	Pass	Pass
Local, Small Business, Diversity Program (Forms 1-4)	Pass	Pass
State of Georgia Certificate of Existence	Pass	Pass
W-9	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Organizational Structure and Resumes	Points Based	20 (20% of Total)

Description:

Provide an organizational chart that lists key team and their titles and describe the position roles in the organization. In the event there is a need to replace key team members during the term of any contract awarded, if any, the proponent must describe its back-up personnel, identify the individual(s) and role(s). Provide a resume for all staff to be used on the project. Submit a resume not exceeding two (2) pages for each person, organized as follows:

- Name and title
- Professional background
- Current and past relevant employment
- Education
- Certifications

Criteria	Scoring Method	Weight (Points)
Experience and Past Performance	Points Based	25 (25% of Total)

Description:

Demonstrate the firm's capacity to complete the project based upon education, training and experience within the last five (5) years. The Proponent must provide a detailed understanding of project requirements & procedures to include information describing the firm's experience that pertains to the discipline described in the scope of work for this RFP, including examples past performance of similar work for municipalities.

Provide a minimum of three (3) specific references of examples of relevant and similar experience of providing a comprehensive Impact Fee Study of a similar size, scope, and complexity to include the municipality, contact person, address, phone number and email. ***10 points out of 25 for references provided by Chairperson.**

Criteria	Scoring Method	Weight (Points)
Project Management Plan	Points Based	30 (30% of Total)

Description:

Provide information on how the firm plans to perform tasks and execute the work. A person must be designated as the principal contact for the tasks associated with the scope. Provide information on the experience of the principal contact person on similar projects. The proponent must submit an executive level plan describing the management process the proponent will implement to ensure all work and services performed are of the highest quality. The approach should include a description of the proponent's process as it pertains to equipment, methods, techniques, and procedures used to ensure accurate and comprehensive services. The proponent should describe its means and methods of reporting levels of service, etc. Describe the proponent's corrective action plan. Describe how the proponent's organizational structure supports this plan and clearly identify responsible and accountable parties. Describe what information you would expect the city to supply or be responsible for.

Criteria	Scoring Method	Weight (Points)
Cost Proposal	Points Based	15 (15% of Total)

Description:

DO NOT INCLUDE COST IN TECHNICAL PROPOSAL.

Provide all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in the scope of work. The City anticipates ordering all tasks; however, it reserves the right to modify the tasks described.

Proposed fees should be listed by phase and task as well as a total for all phases and tasks. The City of Forest Park reserves the right to request a specific breakdown of item costs within each task. Costs shall be inclusive and be itemized to show the number of hours of direct labor for each task.

Criteria	Scoring Method	Weight (Points)
Technical Approach	Points Based	10 (10% of Total)

Description:

The proposal submission must have a Cover/Letter of Interest expressing the firm's interest in being considered for the project and summarizing the qualifications and experience relevant to the scope. Include a statement regarding the consultant's technical approach to include the availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of all key staff, and any subconsultants to provide specified services. In addition, the letter should include the company's information including name of company (include any DBA names); headquarters and parent company locations; and brief history of the company and financial responsibility; Company's mailing address, contact person, telephone number for primary contact person, and email address; and a principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

Explain the methodology the firm propose to successfully perform the services outlined in the scope of works to include a project schedule indicating key milestones related to the firm's methodology.

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Hatley Plans LLC	100	95	99	98
DIOSS LLC	51	43	73	55.67

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Organizational Structure and Resumes Points Based 20 Points (20%)	Experience and Past Performance Points Based 25 Points (25%)	Project Management Plan Points Based 30 Points (30%)	Cost Proposal Points Based 15 Points (15%)	Technical Approach Points Based 10 Points (10%)	Total Score (Max Score 100)
Hatley Plans LLC	20	25	28.3	15	9.7	98
DIOSS LLC	11.7	11.7	16.7	8	7.7	55.67

INDIVIDUAL PROPOSAL SCORES

DIOSS LLC

Organizational Structure and Resumes | Points Based | 20 Points (20%)

Evaluator 1: 15

Resumes extended beyond two pages.

Evaluator 2: 10

No specific impact fee experience.

Evaluator 3: 10

Resume's exceeded 2 pages as requested. Did not provide back up personnel. Relative experience not with impact fee studies.

Experience and Past Performance | Points Based | 25 Points (25%)

Evaluator 1: 10

Due to references not responding in a timely manner. Project experiences was not related to impact fee studies.

Evaluator 2: 10

No direct experience with impact fee.

Evaluator 3: 15

Reference have not responded within the time allotted. Past work not directly centered around impact fees and studies.

Project Management Plan | Points Based | 30 Points (30%)

Evaluator 1: 10

Did not provide actual work relating to Impact Fees. Most of the project plan detailed performances in areas relating to methodology of working with other businesses. Illustration of SMART GOALS and LEAN Studies.

Evaluator 2: 10

The plan seemed generic.

Evaluator 3: 30

Cost Proposal | Points Based | 15 Points (15%)

Evaluator 1: 8

\$175,000

Evaluator 2: 8

Evaluator 3: 8

175,000.00 total. Highest price provided compared to other submissions.

Technical Approach | Points Based | 10 Points (10%)

Evaluator 1: 8

Experience did not speak to impact fees, directly.

Evaluator 2: 5

The approach was generic possibly due to no specific experience with impact fee development.

Evaluator 3: 10

Hatley Plans LLC

Organizational Structure and Resumes | Points Based | 20 Points (20%)

Evaluator 1: 20

Evaluator 2: 20

Both have direct experience with impact fee projects.

Evaluator 3: 20

Experience and Past Performance | Points Based | 25 Points (25%)

Evaluator 1: 25

no references

Evaluator 2: 25

Evaluator 3: 25

Project Management Plan | Points Based | 30 Points (30%)

Evaluator 1: 30

Evaluator 2: 25

Evaluator 3: 30

Cost Proposal | Points Based | 15 Points (15%)

Evaluator 1: 15

\$96,500

Evaluator 2: 15

\$96,500

Evaluator 3: 15


96,500.00 Provided lowest cost

Technical Approach Points Based 10 Points (10%)	
	Evaluator 1: 10
	Evaluator 2: 10
	Evaluator 3: 9

not a fan of excel file for future cost. File can be of non use

Chairperson Evaluation Criteria Score Sheet

Item #6.

Department of Finance Procurement Division				
2024-RFP-008 Impact Fee Study			RESPONDERS	
Criteria	Description	Maximum Points	DIOSS, LLC	Hatley Plans, LLC
TECHNICAL APPROACH	a. Include a Cover/Letter of Interest expressing the firm's interest in being considered for the project and summarizing the qualifications and experience relevant to the scope. Include a statement regarding the consultant's technical approach to include the availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of all key staff and any subcontractors to provide specified	10	7.67	9.67
EXPERIENCE AND QUALIFICATIONS	a. Responders are required to provide cover letter of interest expressing the firm's interest in being considered for the project and summarizing the qualifications and experience relevant to the scope.	25	11.67	25
	b. Demonstrate the firm's capacity to complete the project based upon education, training and experience within the last five (5) years. The Proponent must provide a detailed			
PROJECT MANAGEMENT PLAN	a. Describe how the firm plans to perform tasks and execute the work. b. Assign designated person as the principal contact for the tasks associated with the scope. Provide information on the experience of the principal contact person on similar projects.	30	16.67	28.34
ORGANIZATIONAL STRUCTURE / PROJECT TEAM	a. Provide an organizational chart that lists key team and their titles and describes the roles and qualifications of proposed project team.			

Chairperson Evaluation Criteria Score Sheet

Item #6.

Criteria	Description	Maximum Points	DIOSS, LLC	Hatley Plans, LLC
	b. Describe its back-up personnel, identify the individual(s) and role(s) in the event there is a need to replace key team members during the term of any contract awarded.	20	11.67	20
COST	Methodology: lowest cost/next cost X 15 points	15	8	15
Total Points Prior to Bonus Points		100	55.68	98.01
BONUS POINTS FOR: LOCAL SMALL BUSINESS DIVERSITY PARTICIPATION & INTERVIEWS	Utilizes a LSBD subcontractor (5 pts.)	5		
	Interview (10 pts.), if needed	10		
GRAND TOTAL POINTS		115		
COMMENTS/SCORING JUSTIFICATION: Recommended highest scoring proposer is Hatley Plans, LLC.				
Approved: <u>Talisa R Adams</u>		Date: 2/11/2025		

Chairperson Evaluation Criteria Score Sheet

Item #6.

Criteria	Description	Maximum Points	DIOSS, LLC	Hatley Plans, LLC
	Chairperson: Talisa R. Adams, CPPO			
	Procurement Manager			
	Department of Finance - Procurement			

Department: Planning & Community Development
Project: Impact Fee Study
Vendor: Hatley Plans, LLC

Reference #1: City of Milton (GA) Impact Fee Program

Type of Project: Preparation of Initial Impact Fee Program (2016); Full Update to Impact Fee Program (2024)

Contact: Bernadette Harvill 678-242-2510 bernadette.harvill@miltonga.gov

Questions:

1. What was the project's scope? **Hatley Plans, LLC/Ross + Associates have helped the City of Milton create the Impact Fee Ordinance as well as the initial. CIE/methodology, annual CIE reports, and our recent updated methodology/CIE.**
2. How long did it take to complete the project? **I was not part of the initial ordinance development or methodology project, but all work we have done with Paige or Bill has been timely and the knowledge they bring is invaluable. Any changes to the anticipated timeline were driven by decisions made by the City not by fault of the vendor.**
3. Did they complete the project on schedule? **Yes.**
4. Were there any project issues? **No.**
5. If yes, how did the vendor rectify the issue? **N/A**
6. Were you satisfied with the quality of the final work product provided? **Abundantly so.**
7. Did you encounter additional costs outside of the awarded contract amount? **No, and they are always willing to help with any questions after the work is complete.**
8. How would you rate the company's level of professionalism (1-10)? **10+**

Reference #2: City of Savannah (GA) Impact Fee Program

Type of Project: Preparation of Impact Fee Program (2023)

Contact: Bridget Lidy 912-729-5603 blidy@savannahga.gov

Questions:

1. What was the project's scope? **The scope included:**
 - Advice and assistance to the city on impact fees in general,**
 - Assistance with the appointment of an Impact Fee Advisory Committee within the guidelines of the State Law,**
 - The preparation of population, housing and employment forecasts to the target year 2045 for the city, as well as property tax base and/or SPLOST collection projections,**
 - The preparation of an Impact Fee Methodology Report which will include all impact fee calculations and a Maximum Impact Fee Schedule for each public facility category,**
 - The preparation of a Capital Improvements Element for Regional and State review,**

•The preparation of an Impact Fee Ordinance in conformance to current state law requirements and City interests, and including discussion with the City Council regarding the final impact fees to be charged, and

•Preparation of an Administrator's Procedures Manual, and development of a Microsoft Access-based Impact Fee Assessment computer program for installation by the City staff, along with documentation in an Operations Manual for the operation and upkeep of the program. (As an alternate, we would consult with the City for inclusion of impact fee collection and reporting functions in existing permitting software used by the City.)

The results of our proposed services will be the design and creation of an impact fee program, the adoption of the City's Impact Fee Ordinance incorporating the approved fee schedule, and initiation of impact fee collections and administrative activities.

2. How long did it take to complete the project? **Approximately 12 months.**

3. Did they complete the project on schedule? **Yes, they completed the project on schedule.**

4. Were there any project issues? **We had one issue with the Homebuilders Association challenging the program.**

5. If yes, how did the vendor rectify the issue? **The consultant team were quick to advise and respond to issues raised by the Homebuilders Association. Their expertise on the issues raised helped us to secure approval for the program.**

Regarding other questions, they were always available to provide their expertise and responded very quickly.

6. Were you satisfied with the quality of the final work product provided? **Yes, I was satisfied with the quality of the final work product.**

7. Did you encounter additional costs outside of the awarded contract amount? **No, I did not encounter additional costs outside of the awarded contract amount.**

8. How would you rate the company's level of professionalism (1-10)? **10**

Reference #3: City of Sandy Springs (GA) Impact Fee Program

Type of Project: Preparation of Full Updates to Impact Fee Program (2016 and 2024)

Contact: Michele McIntosh-Ross 770-206-1539 mmcintosh-ross@sandyspringsga.gov

Questions:

1. What was the project's scope? **Update the entire Impact Fee program with a new Methodology Report and a new list of impact fee eligible projects.**

2. How long did it take to complete the project? **This project is still ongoing.**

3. Did they complete the project on schedule? **No, the City had some staff changes that led to adjusting the schedule.**

4. Were there any project issues? **Just the adjustment of the schedule due to City staff changes.**

5. If yes, how did the vendor rectify the issue? **The vendor responded with a new schedule to put the project onto a path for completion.**

6. Were you satisfied with the quality of the final work product provided? **The final work is not yet provided.**

REFERENCE CHECKS

Item #6.

7. Did you encounter additional costs outside of the awarded contract amount? **No. There was a cost adjustment due to the change order caused by the schedule change, but there were no additional costs outside of the awarded contract.**
8. How would you rate the company's level of professionalism (1-10)? **8/10, I would seek and use the services of Ross and Associates/ Hatley Plans for future needs.**

File Attachments for Item:

7. Council Discussion to Approve Case # CUP-2025-01, Conditional Use Permit to combine the existing W.A. Fountain Elementary School and existing Unidos Language School to construct a new expanded elementary school located within the Single-Family Residential District (RS)-Planning and Community Development Department

Background/History:

The applicant for 5215 West St. is requesting a Conditional Use Permit (CUP) to expand the existing W.A. Fountain Elementary School in response to projected community growth. The project will involve partial demolition and expansion to accommodate a combined population of W.A. Fountain Elementary School and Unidos Language School. The land use and zoning will remain unchanged, and improvements will include a new driveway, better circulation, parking, landscaping, and a new stormwater system. Although the property has operated as a school for many years, a CUP is required due to the scope of the work. The project will not negatively impact public services and will enhance safety and circulation. It will also involve work within a floodplain and stream buffer, with necessary erosion control and permits. Post-construction stormwater management will improve runoff and water quality. The design respects the site's history by preserving significant features and maintaining vegetative areas, with exterior features chosen to blend with the area's character.

On Thursday February 20, 2025, The city of forest park Planning Commission voted to approve the conditional use permit request. If the Mayor and Council approves the proposed Conditional Use Permit Request, The applicant will be able to move forward with their partial demolition plans and begin the combination and construction of the new expanded elementary school within the **Single-Family Residential District (RS)**.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion to approve Case # CUP-2025-01, Conditional Use Permit to combine the existing W.A. Fountain Elementary School and existing Unidos Language School to construct a new expanded elementary school, located within the Single-Family Residential District (RS).

Submitted By: SaVaughn Irons-Kumassah, Principal Planner, Planning & Community Development Department

Date Submitted: February 25, 2025

Work Session Date: March 03, 2025

Council Meeting Date: March 03, 2025

Background/History:

The applicant for 5215 West St. is requesting a Conditional Use Permit (CUP) to expand the existing W.A. Fountain Elementary School in response to projected community growth. The project will involve partial demolition and expansion to accommodate a combined population of W.A. Fountain Elementary School and Unidos Language School. The land use and zoning will remain unchanged, and improvements will include a new driveway, better circulation, parking, landscaping, and a new stormwater system. Although the property has operated as a school for many years, a CUP is required due to the scope of the work. The project will not negatively impact public services and will enhance safety and circulation. It will also involve work within a floodplain and stream buffer, with necessary erosion control and permits. Post-construction stormwater management will improve runoff and water quality. The design respects the site's history by preserving significant features and maintaining vegetative areas, with exterior features chosen to blend with the area's character.

On Thursday February 20, 2025, The city of forest park Planning Commission voted to approve the conditional use permit request. If the Mayor and Council approves the proposed Conditional Use Permit Request, The applicant will be able to move forward with their partial demolition plans and begin the combination and construction of the new expanded elementary school within the Single-Family Residential District (RS).

Cost: N/A

Budgeted for: N/A **Yes** **No**

Financial Impact:

Action Requested from Council: To deny Case # CUP-2025-01, Conditional Use Permit Request.

January 28, 2025

Clayton News Daily
P.O. Box 368
Jonesboro, GA 30253

Please run the following Public Hearings Section of the February 5, February 12, and February 19, 2025, Editions.

TO THE CITIZENS OF FOREST PARK, CLAYTON COUNTY, GEORGIA, AND OTHER INTERESTED PARTIES:

NOTICE IS HEREBY GIVEN: The City of Forest Park Planning Commission will conduct a meeting on a series of Public Hearings for the purpose of considering the matters listed below. The Public Hearings will be held on Thursday, February 20, 2025, at 6:00 p.m. in the Forest Park City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The Mayor and City Council will conduct a meeting of Public Hearings for the listed Conditional Use Permit, recommended by the Planning Commission at Forest Park City Hall Council Chambers, 745 Forest Parkway, on March 03, 2025, at 6:00 p.m.

- Case # CUP-2025-01 Conditional Use Permit request for 5215 West Street., Parcel # **13078B A004, 13078B A004A, 13078A E001** The applicant, Marshara Williams (Clayton County Public Schools), is requesting a Conditional Use Permit for the combination of the existing W.A. Fountain Elementary School and existing Unidos Language School to construct a new expanded elementary school, located within the Single-Family Residential District (RS).
- Case # VAR-2025-02 Variance request for 5215 West Street., Parcel # **13078B A004, 13078B A004A, 13078A E001**. The applicant, Marshara Williams (Clayton County Public Schools), is requesting a variance to increase the maximum height of the school structure from the requirements of 35 Feet to 40 Feet for the combination, modification, and construction of a new elementary school located withing the Single-Family Residential District (RS).

SaVaughn Irons-Kumassah, Principal Planner
Planning & Community Development Department
404-366-4720



CITY OF FOREST PARK

Item #7.

Planning & Community Development Department
785 Forest Parkway
Forest Park, Georgia 30297
(404) 366-4720

Staff Report – Conditional Use Permit

Public Hearing Date: February 20, 2025

City Council Meeting: March 03, 2025

Case: CUP-2025-01

Current Zoning: RS – Single Family Residential District

Proposed Request: Applicant is requesting a Conditional Use Permit for the combination of the existing W.A. Fountain Elementary School and existing Unidos Language School to construct a new expanded elementary school, located within the Single-Family Residential District (RS).

Ward District: 4

Staff Report Compiled By: SaVaughn Irons-Kumassah, Principal Planner

Staff Recommendation: Approval of Conditional Use with Conditions

APPLICANT INFORMATION

Owner of Record:

Name: Clayton County Board of Education

Applicant:

Name: Mashara Williams (Clayton County Public Schools)

Address: 5215 West St

Address: 5215 West St

City/State: Forest Park, GA 30297

City/State: Forest Park, GA 30297

PROPERTY INFORMATION

Parcel Number: 13078B A004, 13078B A004A, and 13078A E001

Acreage: 27.57 +/-

Address: 5215 West St, Forest Park, GA 30297

FLU: Office/Professional

SUMMARY & BACKGROUND

The applicant for 5215 West St. is requesting a Conditional Use Permit (CUP) to expand the existing W.A. Fountain Elementary School in response to projected community growth. The project will involve partial demolition and expansion to accommodate a combined population of W.A. Fountain Elementary School and Unidos Language School. The land use and zoning will remain unchanged, and improvements will include a new driveway, better circulation, parking, landscaping, and a new stormwater system. Although the property has operated as a school for many years, a CUP is required due to the scope of the work. The project will not negatively impact public services and will enhance safety and circulation. It will also involve work within a floodplain and stream buffer, with necessary

erosion control and permits. Post-construction stormwater management will improve runoff and water quality. The design respects the site's history by preserving significant features and maintaining vegetative areas, with exterior features chosen to blend with the area's character. This property is located within the Single-Family Residential District (RS).

Property Zoned General Commercial District (GC)

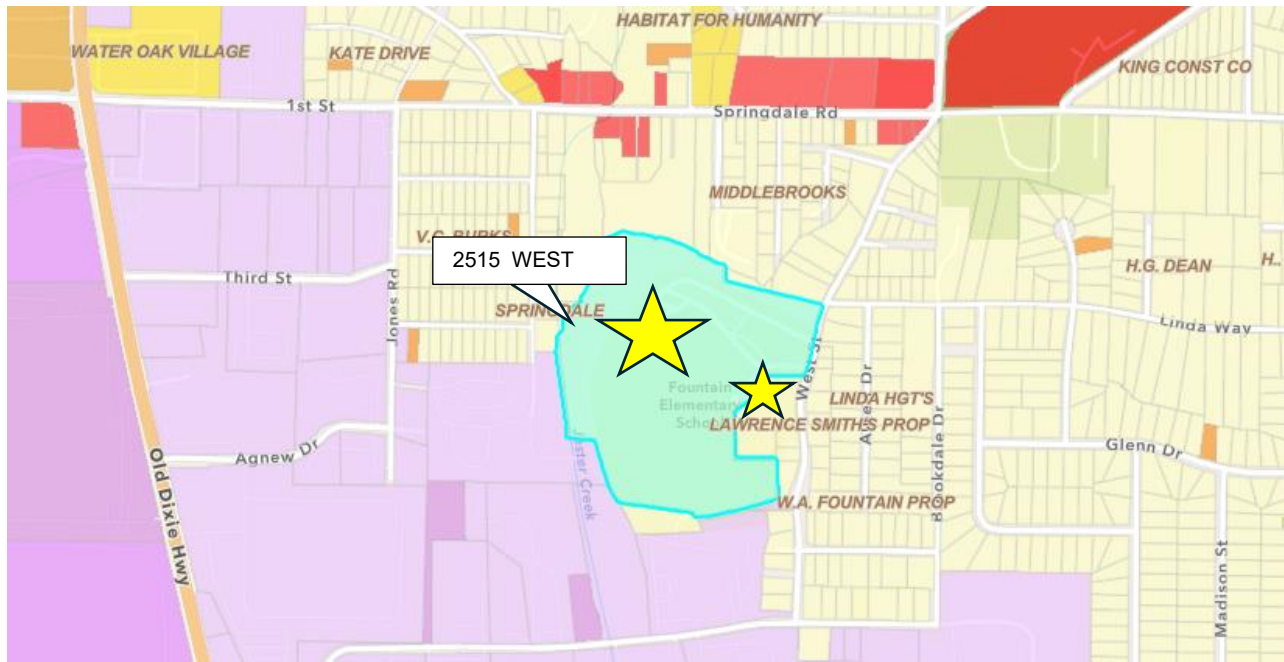
ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	RS- Single Family Residential	East	RM- Multiple Family Residential
South	LI- Light Industrial District	West	RS- Single Family Residential and LI-Light Industrial District

AERIAL MAP

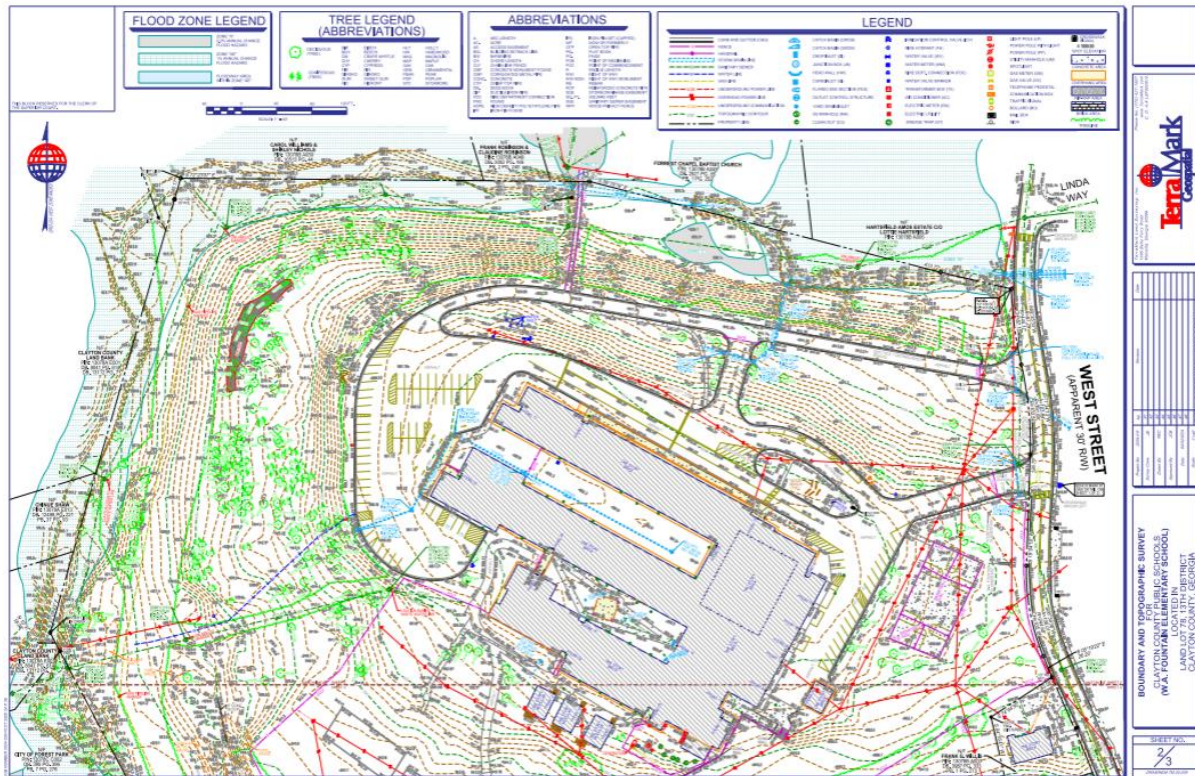


ZONING MAP

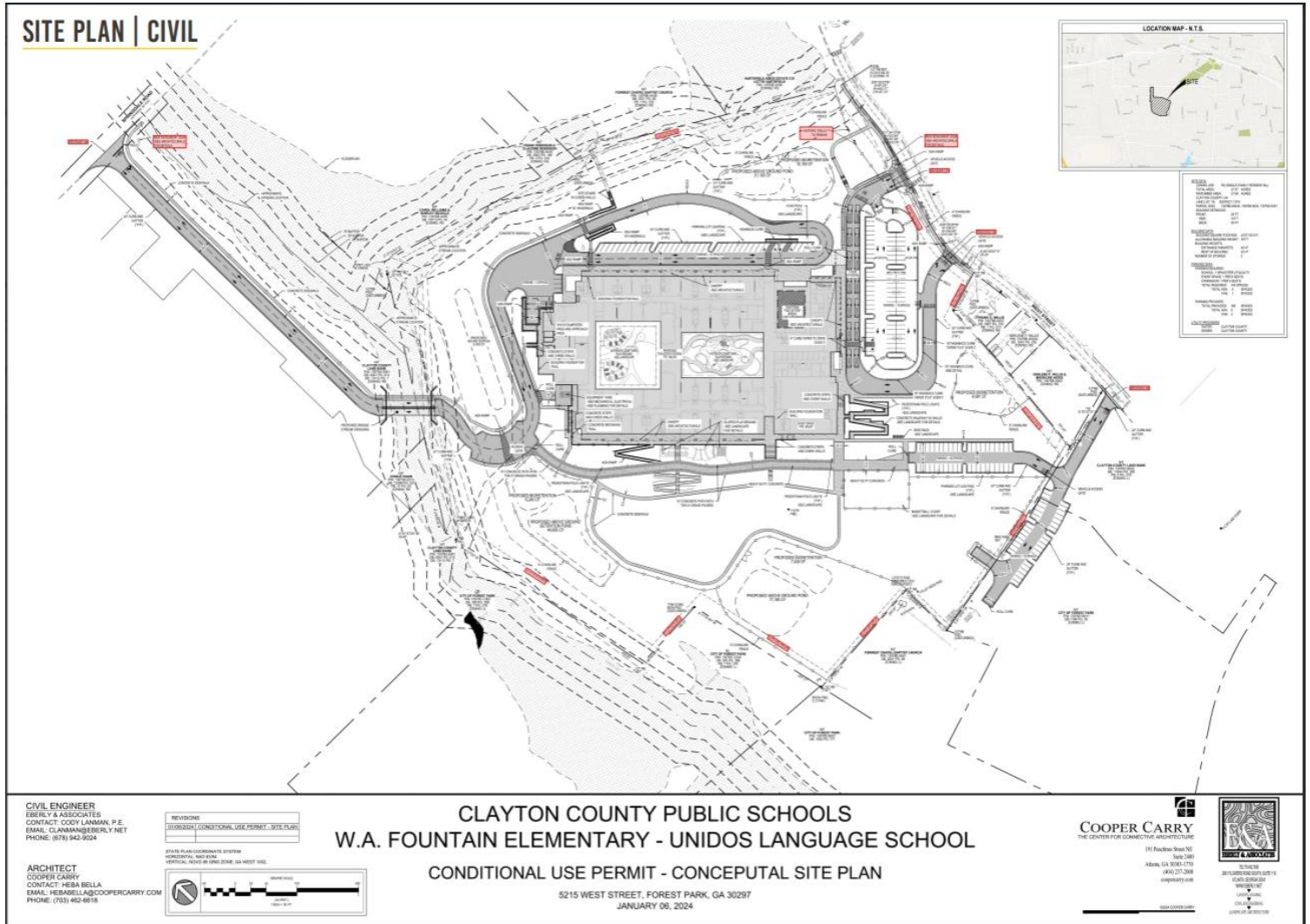


SURVEY

TOPOGRAPHIC SURVEY | CIVIL



SITE PLAN



SITE PHOTOS





PROPOSED DEVELOPMENT



ZONING CRITERIA AND ANALYSIS

1. **Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?** The proposed use is compatible and consistent with the City's land use and development goals and objectives.
2. **Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?** Based upon the expected growth, combination, and expansion of the two schools, the proposed will have a significant impact on traffic safety and congestion in the streets. West St. road widths are particularly narrow and would not be able to accommodate growth without road improvements.
3. **Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?** As long as road improvements are completed, the proposed use will not have an increase, decrease of the relationship to safety from fire and other dangers.
4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the city?** The proposed development does not appear to be a detriment to the public health, safety, morals, or general welfare if the Conditional Use Permit is granted.
5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** The proposed use will not increase, decrease, or have any influence on the adequacy of light and air.
6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** No.
7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship with the population distribution within the city, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the city?** With the expansion and combination of the two schools, the proposed larger development use may cause an increase in population or density during the start or ending of the school day, but there will not be an adverse effect on the health, safety, and general welfare of the city.
8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?** The proposed use will cause additional impact on the water/sewer and other utilities or other public services within the area due to the growth and expansion, and the applicant will have to develop a plan for proper to ensure there is adequate provisions for transportation, water, sewerage and other public services/utilities or facilities.

9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The subject property value has no existing zoning restriction that would diminish the value and enjoyment of surrounding properties. The area is zoned Single Family Residential District (RS), and public schools are permitted within this district. Based upon the scope of work, the applicant may move forward as long as approved for conditional use.
10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?** Granting a Conditional Use Permit would not diminish the future use of the property and surrounding area.
11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The use appears suitable for the nearby properties based upon its current existing use.
12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The Conditional Use Permit would not create an isolated district.

STAFF RECOMMENDATION

Staff recommends **APPROVAL OF A CONDITIONAL USE PERMIT** to combine the existing W.A. Fountain Elementary School and existing Unidos Language School to construct a new expanded elementary school, located within the Single-Family Residential District (RS). **WITH THE FOLLOWING CONDITIONS:**

1. The applicant must complete a traffic analysis study for the area detailing the impact the expansion/combination of the school and growth will have on the surrounding neighborhood.
2. The applicant will have to complete a Land Combination application to combine Parcel #'s **13078B A004, 13078B A004A, and 13078A E001** into one Parcel of Land.
3. The applicant will have to widen roadways and provide lane widths, leading to the entrance of the school to assist with the flow of traffic, ensuring safe drop-offs and Pickup Zones. This includes separate lanes for buses and private vehicles with clear signage for safety.
4. The applicant must include sidewalks, curb and gutter, lighting, and greenspace within the development.
5. The applicant must provide the city with a plan for adequate surface drainage (road runoff).
6. Per plan review, any capital improvements required by engineering and review staff are required to be completed by the applicant.

7. If applicant is wanting to move forward with the roadway addition off Springdale rd., a stream buffer variance will be required, and the applicant will be responsible for all road improvements.

Attachments Included:

- Application
- Letter of Intent
- Authorization of Property Owner
- Floor Plan