



CITY OF  
**FORESTPARK**  
*a city for every season*

**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](mailto: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”).<sup>1</sup> 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

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<sup>1</sup> 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 LSBDD 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**

**COLLIERS ENGINEERING & DESIGN, INC.**

By: Marc Antonio Cooper

By: Holly W. Cataldo

Name: Marc Antonio Cooper

Name: Holly W. Cataldo

Title: City Manager

Title: Director of Land Services/Shareholder

[Signature]  
Finance Director

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

[Signature]  
Public Works Director

ATTEST:

[Signature]  
City Clerk

[Corporate Seal]



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 18<sup>th</sup> day of April 2022.



\_\_\_\_\_  
Mayor Angelyne Butler

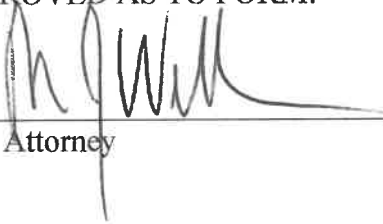
ATTEST:



\_\_\_\_\_  
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  
**Engineering & Design** 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 7<sup>th</sup> day of March, 2022.

By: Holly W. Cataldo  
Holly W. Cataldo

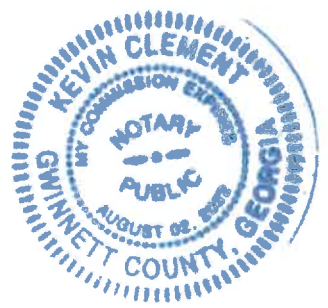
Title: Director of Land Services/Shareholder

Sworn to and subscribed before me the 7<sup>th</sup> 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  
Colliers Engineering & Design, Inc.  
Name of Contractor (Legal Name of Offeror)  
City of Forest Park, Georgia  
Name of Public Employer

June 1, 2013  
Date of Authorization (mm/dd/yyyy)  
On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services RFP No. 02042022  
Name of Project/Solicitation Number

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on March 7<sup>th</sup>, 2022 in Gwinnett Co (City), GA (State).  
*Buford*

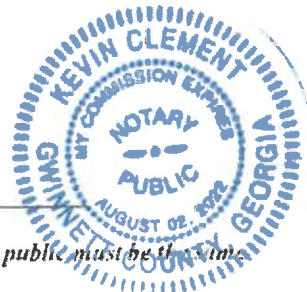
Holly W. Cataldo  
Signature of Authorized Officer or Agent

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 7<sup>th</sup> DAY OF March, 2022

[Signature]  
NOTARY PUBLIC

My 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 10026	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 7<sup>th</sup> DAY OF March, 2022

[Signature]  
NOTARY PUBLIC

My Commission Expires: 8/2/22





**TD Securities**  
Corporate & Investment Banking  
TD West Tower, 9<sup>th</sup> 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>AC</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.

<b>ADDENDUM #1</b> <b>Issued March 8, 2022</b>
---

*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	(578) 489-1119	jared.estes@colliersengineering.com
Vivian Swanigan	Secondary Contact	1305 Mall of Georgia Blvd Suite 120 Buford, GA 30519	(578) 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

Offeror's Role and Responsibilities: Subconsultant to HDR Engineering providing acquisition 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 7<sup>th</sup> day of March, 2022

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

Holly W. Cataldo  
(Print Name)

Director of Land Services/Shareholder  
(Title)

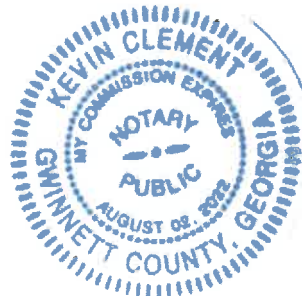
Holly W Cataldo  
(Signature)

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 7<sup>th</sup> day of March, 2022.

KCC  
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.

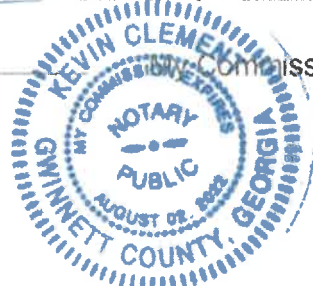
Holly W Cataldo  
Signature of Authorized Agent

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 7<sup>th</sup> 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*

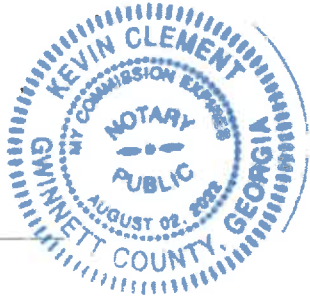
Holly W. Cataldo, Director of Land Services/Shareholder  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 7<sup>th</sup> DAY OF March, 2022

KCS  
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

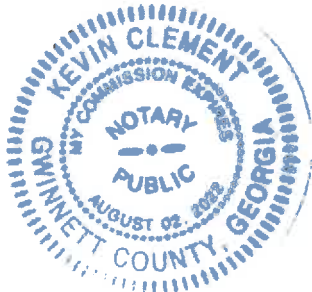
Title: Director of Land Services/Shareholder

Sworn to and subscribed before me the 7<sup>th</sup> 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-LSBE) 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



**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.

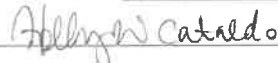
Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or no)	Type of Work to be Performed	Owner of Business (See code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount
Sonya Bradley	Prominent Realty, LLC 2724 Salem Road Ste 106 -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) 618-9005 Project Name: On-Call Right of Way Acquisition Services & Real Estate Appraisals

Signature: 

**\*\*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](mailto:grecmail@grec.state.ga.us)  
[www.grec.state.ga.us](http://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](mailto:grecmail@grec.state.ga.us)  
[www.grec.state.ga.us](http://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: greemail@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](mailto:grecmail@grec.state.ga.us)  
[www.grec.state.ga.us](http://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](mailto:grecmail@grec.state.ga.us)  
[www.grec.state.ga.us](http://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: greemail@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 DRVE  
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

37781501

# 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**



## Mr. Warren Randall Power

Power-Jaugstetter PC  
PO Box 70  
McDonough, GA 30253, United States

Email [warren@powerlaw.legal](mailto:warren@powerlaw.legal)

Phone [\(770\) 957-1765](tel:(770)957-1765)

Fax [\(770\) 957-1065](tel:(770)957-1065)

DOWNLOAD VCARD

### 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

[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](https://www1.state.nj.us/TYTR_StandingCert.JSP/Verify_Cert.jsp)



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](http://colliersengineering.com)



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





## DESCRIPTIONS (Continued from Page 1)

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



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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. <b>Colliers Engineering &amp; Design, Inc.</b>		
	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 <b>one</b> of the following seven boxes.		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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<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) ▶ _____ <b>Note:</b> 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 <b>not</b> 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) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>331 Newman Springs Road Suite 203</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Red Bank, NJ 07701</b>			
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.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
2	2		-	2	6	5	1	6	1	0

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Michelle L Lyons</i>	Date ▶ 1/4/22
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## 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.