REQUEST FOR PROPOSALS

Date: February 14, 2020

To: Qualified Engineering Consulting Firms

Re: Request for Proposals (RFP) for Task Order Contracting

The Cobb County Department of Transportation (CCDOT) is requesting non-cost technical proposals for Engineering Consulting Services for the above referenced project.

Selection Process 4, Task Order Contracting, as defined in the County Policy for Procurement of Professional Services, will be used to select the highest qualified Consultant(s) submitting a proposal for this project. A copy of the Procurement Policy can be found on the Cobb County DOT website at https://s3.us-west-2.amazonaws.com/cobbcounty.org.if-us-west-2/prod/2018-06/DOT_14-1125_Procurement_Policy.pdf

A "SEALED BID LABEL" has been enclosed and shall be affixed to your proposal. If submitting for more than one category, a separate "SEAL BID LABEL" shall be submitted for EACH category. This label MUST be affixed to the outside of the envelope or package/box.

All Consultants, including subconsultants, should be pre-qualified with Georgia Department of Transportation (GDOT) OR Cobb County Department of Transportation. Prequalification with GDOT is accepted as prequalification with the County, and no additional submission is necessary. For those firms without GDOT prequalification, CCDOT prequalification is required. Additionally, prequalification will be required prior to contract award but not prior to proposal submittal.

All engineering services shall be in accordance with CCDOT's Engineering Design Procedures, the applicable guidelines of the American Association of State Highway and Transportation Officials (ASHTO), GDOT's Standard Specifications for the Construction of Transportation Systems, project schedules, Plan Presentation Guide and all other applicable CCDOT guidelines. Any local funded project will not be sent to GDOT for review.

Some projects awarded as part of the Master Task Order Contract may be partially funded by Federal Transit Administration (FTA), State and/or local funds. Accordingly, the successful bidder shall comply with all applicable Federal, State and local laws, rules and regulations relating directly or indirectly to the project. Specifically, the successful bidder shall comply with the applicable provisions of the current FTA Master Agreement and any subsequent version thereof, FTA C 4220.1F and the required certifications and assurances included in Exhibit "F", attached hereto and incorporated herein by reference. The Master Agreement may be found at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements. All applicable projects will be required to conform to all Americans with Disabilities Act (ADA).
PROJECT COMMUNICATION RESTRICTION

Consultants shall not communicate or request information about this Task Order Contract with any Cobb County employee staff members or Board of Commissioners members except during the written question/comment period, or as provided by any existing consultant agreement/s. This restriction is in effect beginning from the advertisement date until the project is awarded by the Board of Commissioners.

OVERVIEW

CCDOT hereby requests non-cost technical proposals for Task Order Contracting. This submission will assist CCDOT in selecting firms to provide demand support for CCDOT in implementation of its Transportation Improvements Program. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis. The total maximum value of this contract is $350,000.00 per firm, per year, for a two-year period ($700,000.00 maximum for life of contract). CCDOT needs sufficient information to determine that your firm is adequately staffed and capable of providing as-needed professional services for each of the following services for which you may attempt to qualify.

Five possible Task Order categories will be utilized for these services. Firms may submit on one or more categories. **If submitting for more than one category, then a separate, sealed proposal shall be submitted for each category.** The Task Order categories to be applied for are as follows:

A. Transportation Planning & Environmental Services
B. Highway Design - Roadway, Bridge, Surveying & Geotechnical
C. Traffic Engineering
D. Transit
E. Aviation

To be considered for selection in one or more of the five categories, the Consultant must be prequalified with the GDOT or CCDOT in the following area classifications. Consultant shall submit the most recent "Notice of Professional Consultant Qualification" Form with their proposal. Failure to submit a copy of the "Notice of Professional Consultant Qualification" Form shall result in the proposal to be deemed non-responsive. Subconsultants may contribute to meeting the requirements for the overall team submitted.

A. Transportation Planning & Environmental Services: 1.01, 1.02, 1.04, 1.05, 1.06(a), 1.06(b), 1.06(c), 1.06(d), 1.06(e), 1.06(f), 1.06(g), 1.07, 1.09, 1.10, 1.12, 1.13

B. Highway Design - Roadway, Bridge, Surveying & Geotechnical: 1.06(a), 1.06(b), 1.06(c), 1.06(d), 1.06(e), 1.06(f), 1.06(g), 1.06(h), 1.07, 3.01, 3.02, 3.03, 3.06, 3.07, 3.08, 3.12, 3.13, 3.15, 4.01(a), 4.01(b), 4.02, 4.04, 5.01, 5.02, 5.03, 6.01(a), 6.02, 6.03, 6.05, 9.01

C. Traffic Engineering: 3.06, 3.07, 3.09

D. Transit: 1.04, 2.02, 2.04, 2.05, 2.08, 2.10

E. Airport: 1.08, 2.09
CATEGORIES

For each of the following Categories, it is expected that Firms awarded Task Orders in one Category will be expected to coordinate with Firms awarded Task Orders in other Categories.

Category A – Transportation Planning & Environmental Services

Transportation Planning - The Consultant shall provide assistance with general transportation planning services. The scope of services is broad and varied, and includes but is not limited to traffic modeling, bicycle and pedestrian planning, mass transit planning, airport/aviation systems planning, small area studies, urban design plans, roadway operations planning, public involvement planning, transportation research, transportation demand management, development of application packages for Federal and state grants, and other duties related to the overall mission of CCDOT.

Environmental Investigation and Permitting - The Consultant shall provide Environmental Investigation and Permitting services including the preparation of special environmental studies and impact analysis including but not limited to ecology, noise, air, history, archaeology, and freshwater aquatic surveys, complete environmental documentation including National Environmental Policy Act (NEPA) Environmental Assessments and Categorical Exclusions and Georgia Environmental Policy Act (GEPA) documentation, complete document reevaluations as required, complete permit applications including U.S. Army Corps of Engineers (USACE) 404 (both Individual and Nationwide), stream buffer variances and Federal Emergency Management Agency (FEMA) floodplain documentation, coordination of the documentation and permitting process through reviewing agencies including GDOT, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), the U.S. Fish and Wildlife Service (USFWS), USACE, FEMA and the State Historic Preservation Organization (SHPO), coordination with design firms to incorporate project specific environmental constraints, complete wetland/stream mitigation coordination, design and monitoring and performance of construction and post-construction inspections to verify compliance with environmental documents and permits.

Category B – Highway Design- Roadway, Bridge, Surveying & Geotechnical

The Consultant shall provide design services and develop engineering plans as requested by CCDOT to provide improvements to County roadways. Improvements may consist of operational improvements such as addition of turn lanes, correction of vertical and/or horizontal alignment and improvement of sight distance. Additional improvements may include replacing county bridges, individual drainage projects, sidewalk projects, survey services and others as deemed necessary by CCDOT.

The Consultant shall provide services for Soil Surveys, Bridge and Wall Foundation Investigations, Pavement Evaluations and Hazardous Waste Site Assessments as may be required by the County. Services will be provided in conjunction with work in other categories and/or other Department projects.

Consultants shall be pre-qualified with GDOT or CCDOT for appropriate area/class. All plans shall be prepared meeting appropriate Federal, State and County specifications and done at a scale as directed by CCDOT; unless notified otherwise, the scale shall be 1" = 20'. These services will include concept development, right-of-way records research, survey services, traffic studies and projected design year forecasts, drainage calculations, geotechnical engineering, cost and quantity estimates, and construction and right-of-way plan preparation.
Public hearings may be held for specific projects or groups of projects in a particular area. These services may include pedestrian/bikeway improvement design services. The construction and right-of-way plans shall generally follow GDOT format as directed by CCDOT, and will generally include specifications, quantity calculations, typical sections, construction plan sheets, right-of-way plan sheets and tables, drainage plans and profiles, cross sections, mainline/side street/driveway plan sheets with profiles as appropriate, erosion control/water quality and monitoring plans as appropriate, traffic control/staging plans/detour plans as appropriate, utility plans showing both public and private including water/sewer design (by others) and adjustments, signing/marking/signal plans as appropriate, specifications and structural design for structures such as pedestrian bridges and retaining walls.

The Consultant shall provide design services and develop engineering plans as requested by CCDOT to replace or improve roadway bridges. All plans shall be prepared meeting appropriate Federal, State and County specifications and done at a scale as directed by CCDOT. The plans shall be completed at a scale of 1"=20'. These services will include concept development, right-of-way records research, survey services, drainage and hydraulic calculations, FEMA submittal and approval, cost and quantity estimates and construction, right-of-way plan and structural plan preparation. These services may include other categories. The construction, right-of-way and structural plans shall generally follow GDOT format as directed by CCDOT, and generally include specifications, quantity calculations, typical sections, construction plan sheets, right-of-way plan sheets and tables, drainage plans and profiles, cross sections, mainline/side street/driveway plan sheets with profiles as appropriate, erosion control/water quality and monitoring plans as appropriate, traffic control/staging/detour plans as appropriate, utility plans showing both public and private including water/sewer design (by others) and adjustments, signing/marking/signal plans as appropriate, specifications and structural design for structures such as pedestrian bridges, retaining walls, structural bridge plans including deck plans/deck sections, end wall designs as appropriate, beam details, bent design, superstructures and substructures, plans and details and miscellaneous details.

**Category C – Traffic Engineering**

The Consultant shall provide services for Traffic Signal and Advanced Transportation Management System (ATMS) Design, Traffic Signal Timing Optimization, Traffic Studies, and Traffic Management Center (TMC). The Traffic Signal Design services shall include new signal locations and modifications for construction or scheduled rebuilds at various existing signalized locations as necessary. The Traffic Signal Timing Optimization services shall include development and preparation, signal software database modifications, field implementation and verification, and fine tuning adjustments to new coordination plans on various arterial and signal systems to include SCATS as required. The Traffic Studies services shall include signal warrant analyses, impact studies, and safety analyses. TMC operation services shall include ATMS system monitoring, reviewing and reporting of signal performance measures, travel time systems and other TMC systems. Prequalification is not required for Traffic Data Collection Firms.

**Category D – Transit**

The Consultant shall provide assistance with short, intermediate, and long-range transit master planning, feasibility studies, technical studies, and on-going transit operations and maintenance needs. The Consultant shall assist with transit vehicle/product inspections, transit vehicle market research, cost estimating and analysis, bid specification preparation, bid pre-qualification and service support, best/preferred industry practice review, contract development, contract fleet assessment and/or fleet transfer assessment, asset management, bus stop sign/bench/shelter design, installation, and maintenance planning, performance management review, analysis, and
reporting, system peer identification, developing operating standards and peer comparisons, new service marketing/outreach plans and implementation assistance, develop and establish a comprehensive security plan and emergency response plan for the system; provide management and technical consultant services for the day-by-day operation of the system; Some Transit projects will be required to meet Federal and FTA requirements, as applicable. (see Exhibit F).

Category E – Airport

For projects that are not funded by FAA grants, the Consultant shall provide airport planning services and design services that includes design and construction supervision of modifications to existing runways, taxiways, aircraft parking aprons, lighting systems and airport approach aid facilities to meet state, local and federal requirements. The Consultant will have specific knowledge and experience in the Federal Aviation Administration (FAA) Airport advisory circulars as they relate to the design of runways, taxiways, aircraft parking areas and lighting systems. The consultant must be capable of conducting analysis related to feasibility and acceptability of new types of facilities and new equipment to improve airport operations.

GENERAL SCOPE OF SERVICES

Engineering Consulting Services shall be furnished in accordance with the Cobb County Department of Transportation’s Consultant Services Agreement, the current Engineering Design Procedures Manual located online at [https://www.cobbcounty.org/transportation/policies-permitting/design](https://www.cobbcounty.org/transportation/policies-permitting/design) and Cobb County Water System’s Water and Sewer Specifications.

Water and sewer work will be coordinated with the Cobb County Water System (CCWS). CCWS will be responsible for all CCWS design work. The Consultant will be responsible for incorporating the water and sewer plans into the final construction plan set, and the appropriate pay items and quantities into the detailed estimate and bid documents.

The ability to perform water and sewer work is not considered in the proposal evaluation process.

CCDOT will make available the County Geographic Information System (GIS) data specific to this project for use in developing the concept and design to the successful proposer after the contract for this project is awarded to the successful proposer. Firms desiring to use County’s aerial photography in the preparation of their proposals can view and/or print copies of the photography from the online GIS website at [https://www.cobbcounty.org/gis/all-maps](https://www.cobbcounty.org/gis/all-maps), or can purchase the data from the County GIS Core Group.

Subconsultants will be permitted as a part of the proposal but must be clearly identified. Subconsultants resumes and project references should be provided. Subconsultants’ hourly rates must be incorporated in the hourly rates submitted for the Prime Consultant as part of this proposal. No work will be paid by CCDOT to any Consultant for work done by the Consultant or by a subconsultant if the work is not billed in accordance to the hourly rates submitted as part of their proposal fee schedule.
INSTRUCTIONS TO CONSULTANT

One (1) signed, clearly marked, bound original and seven (7) bound identical copies of the Consultants' proposal are required for each service category. All copies of the proposal shall be identical. Each original proposal must be signed in ink by a company official that has authorization to commit company resources. The corresponding Proposal Fee Schedule shall be included in the bound proposal.

Proposals shall be limited to a total of twenty-five (25) letter-size, single-sided printed pages using a font size no smaller than ten (10) points, for each category for which the firm elects to submit. Cover letter, resumes, promotional information, maps, reference letters, proposed concepts, pictures, drawings or illustrations, project information sheets, etc. will be considered part of the twenty-five (25) page limit. An 11" x 17" page folded to 8-1/2" x 11" will count as one page up to a maximum of five (5) 11" x 17" pages per proposal. Proposal received in excess of twenty five (25) pages shall be deemed to be non responsive.

The following items DO NOT count toward the page limit: Sealed Bid Label, Proposal Cover, Table of Contents, Dividers, Financial Stability Information, Proposal Fee Schedules, Local Vendor Preference Affidavit, Consultant Affidavit and Agreements, Subconsultant Affidavit and Agreements, Immigration Compliance Certifications, GDOT/CCDOT Pre-Qualification Notifications, Letter of Intent, DBE Participation Schedule, Government-Wide Debarment and Suspension, Lobbying Restrictions, and Litigation History. Litigation History is only required for the Prime Firm.

To provide these services, the proposal shall address the firm’s capabilities and resources in the following areas:

- Available qualified Human Resources (emphasis on local staff in Metro-Atlanta area)
- Organizational structure relating to service delivery
- Local and company wide experience (emphasis on local experience)
- Proven, well developed process in the Task Order categories, including deliverables, approach to project, addressing important issues on the project and methods and process for addressing such issues to logical, favorable, and acceptable solutions
- Established and proven quality assurance and quality control procedures
- Appropriate equipment and technology

The Minimum requirements to be included in the proposal are:

I. Prime Firm Identification – Provide the full legal name of the firm, the firm’s principal business office and its satellite offices (if any). Indicate the location(s) from which these Task Order Professional services will be performed, managed and achieved. Give information on the firm's history, business activities, size, employees, officers, affiliates, subsidiaries, ownership and corporate data, as applicable to the provision of that service.

II. Effective and substantive (relative to key objectives) experience of the firm in the provision of similar services within the categories under consideration, with emphasis on local experience.

III. Briefly describe completed projects in the past five (5) years including experience of firm in performing/providing professional services for State, County, and Municipal governments. Clients and contact information must be included.
IV. Indicate the extent of the firm’s involvement, whether as lead, subconsultant or partner in the description column. Provide completed projects (preferably similar in scope and size and complexity) including client names and individuals to contact as references, for each interested category. Recent projects are preferred. For these projects, indicate the outcome with regards to key objectives to the project. Provide this information in table form as follows:

<table>
<thead>
<tr>
<th>Date Services Provided</th>
<th>Client Name</th>
<th>Description of Specific Work Authorizations</th>
<th>Outcome (Budget/Schedule)</th>
<th>Contact Name/Phone Number</th>
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V. Relevant qualifications, experience, and availability of proposed key staff members that may be involved in assignments. Break down capabilities by discipline. Include an organizational chart noting specific information regarding key personnel (local number of employees per category), footnoting any specific information regarding key personnel. Describe their qualifications and experience with similar Task Order Contracts. Resumes may be attached, narrative resumes preferred, and will count towards the 25 page limit.

a. Descriptions of Consultant understanding and approach to projects in the categories under consideration. Provide a description of Consultant view of important issues that will be addressed on a typical project. Include methods and process for addressing such issues.

b. Description of Consultants' Quality Assurance/Quality Control process. Describe the firm’s in-house procedures for ensuring the accuracy and integrity of its services. Include how issues such as schedule management, cost control, and overall quality assurance / quality control of the project deliverables will be addressed.

VI. Fee Schedule:

a. **Proposed fee schedule shall be submitted for each Category for which you are interested in qualifying with your proposal.** Hourly rates shall be provided for all potential labor categories that will be involved in the provision of professional services for the specific category for which the firm is applying for consideration. All overhead, profit, and direct charges such as, but not limited to document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses, must be rolled into hourly rates. All subconsultant fees are to be billed at rates identified in the fee schedule. This information will be reviewed as part of the overall proposal and shall not be submitted in a separate sealed envelope.

The Consultants and subconsultant(s) must execute and submit the Consultant Affidavit and Agreement, Subconsultant Affidavit and Agreement, if applicable, and Immigration and Compliance Certification forms (attached) as part of their proposal.

All questions concerning this RFP shall be directed, in writing, to purchasing@cobbcounty.org. Where appropriate, CCDOT responses to formal questions will also be in writing and will be posted for the Purchasing Department at http://cobbcounty.org/purchasing/bidding-opportunities and
CCDOT at http://cobbcounty.org/transportation/current-bids-rfps. Proposers shall be responsible for monitoring the websites and ensuring that they are up to date on all addendums. CCDOT will determine whether a response is appropriate and or necessary.

Individuals, firms, and businesses seeking an award of a Cobb County contract may not initiate or continue with any verbal or written communications regarding a solicitation with any County employee, elected official, or other County representative between the date of the issuance of the solicitation and the date of the final contract award by the Cobb County Board of Commissioners (Board).

Proposals submitted are not publicly available until after award by the Board. All proposals and supporting materials, as well as correspondence relating to the RFP, become the property of the County when received. Any proprietary information contained in the proposal should also be indicated. However, a general indication that the entire contents or a major portion of the proposal is proprietary will not be honored.

Sole responsibility rests with the Consultant to see that their proposals are received on time at the Cobb County Purchasing Office.

Proposals sent by email are not acceptable and will be rejected upon receipt. Consultants are expected to allow adequate time for delivery, either by postal service, or by courier. DO NOT DELIVER TO THE COBB COUNTY DEPARTMENT OF TRANSPORTATION.

Consultant Qualifications: No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the County, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County or that is deemed irresponsible or unreliable by the County. If requested, Consultant shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary financial resources to provide the proposed service category called for as described in the “Instructions to Consultants”.

Consultant Representation: Proposals must be signed in ink by a company official that has authorization to commit company resources and shall contain the firm’s full business address. The person(s) who will be responsible for the engineering work shall be a registered Professional Engineer in the State of Georgia. The person(s) who will be responsible for the surveying work shall be a registered Land Surveyor in the State of Georgia. Appropriate professionals for other service categories, licensed in the State of Georgia, shall be responsible for those portions of the work as may be required by law.

**SELECTION PROCESS**

CCDOT will select the firm(s) that best demonstrates that they would add the most value toward achieving the key objectives for implementing CCDOT’s SPLOST and other Transportation Improvement Programs. The County’s selection committee will review proposals using a two-part process as follows:

The technical proposals will be evaluated and ranked, with the top-ranked proposers presented to the Board for approval. The evaluation of the technical proposals will be based on the following criteria:
1. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar scope and complexity to the proposed project. (25 points)

2. Experience/Performance – Review of past performance on Cobb County projects or other projects of similar scope and complexity as the proposed project, evaluation of fee schedule, evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years, including for each case, style of the case, parties to the litigation, court in which litigation was filed and civil action number; nature of claims; whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict); and overall responsiveness to County’s needs. (35 points)

3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. (25 points)

4. Availability and Local Vendor Presence (10 points)

   (a) Availability

   Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project, for a two (2) year period.

   (b) Local Vendor Presence (LVP)

   (i) Five (5) qualitative evaluation criteria points will be given to each local vendor that meets approved qualifications where the estimated cost of professional services is expected to be between $50,000.00 and $100,000.00.

   (ii) Three (3) qualitative evaluation criteria points will be given to each local vendor that meets the approved qualifications where the estimated cost of professional services is expected to exceed $100,000.00.

   The Local Vendor Presence Affidavit is attached and will not count toward the page limit.

   The Local Vendor Presence Affidavit is required only for PRIME Firms located within Cobb County.

   The Local Vendor Presence Affidavit is not required for Category D (Transit) due to Federal and FTA requirements and shall not be included in Category D proposal submittal only.

   The Local Vendor Presence Affidavit shall be submitted, if applicable to the Prime Consultant, for Categories A, B, C and E. The LVP program shall not apply to projects funded by Federal and State grants or any other grant or funding source that prohibits such.

5. Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with the Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award. Finance will notify the selection committee of points to be awarded to the top proposers.

Vendors may submit their financials in a separate sealed envelope but that does not exempt the financials from public disclosure. All documents will be available for public inspection after the contract has been awarded.
All information will be considered the property of the County at the time of submission; this is subject to the Open Records Act.

At CCDOT’s discretion, or as deemed in CCDOT’s best interest, firms may be short-listed a second time in order to determine the final recommendations to the Board. At this time, if CCDOT deems it necessary, CCDOT may request further information, explanations, clarifications, presentations, interviews or meetings.

The Consultant will be expected to sign a Master Task Order Agreement for Professional Services developed by the County.

Successful Consultants will be required to provide a comprehensive insurance package to include, but not limited to, a certificate of insurance, additional insured endorsements, notice of cancellation endorsements, and waiver of subrogation endorsement.

Termination for Cause: The County may terminate this contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant’s default in the performance of any term of this contract. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

Termination for Convenience: The County may terminate this contract for convenience upon ten (10) days prior written notice to the Consultant of the Consultant’s default in the performance of any term of this contract. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

**SUBMITTING PROCEDURES**

If your firm is interested in submitting a non-cost technical proposal for this project, please provide **One (1) signed, clearly marked, bound original and seven (7) bound identical copies for a total of eight (8) technical proposals as indicated below.**

**Pre-Proposal Conference**
February 25, 2020, 10:00 a.m. at Cobb Dept. of Transportation
1890 County Services Parkway
Marietta, GA 30008

**Deadline Written Questions**
March 6, 2020, 12:00 Noon
Email: Purchasing@cobbcounty.org

**Proposal Submittal**
March 12, 2020, 12:00 Noon at Cobb County Purchasing
122 Waddell Street
Marietta, GA 30060

**Proposal Opening**
March 12, 2020, 2:00 p.m. at Cobb County Purchasing
122 Waddell Street
Marietta, GA 30060

Proposals submitted after the 12:00 Noon deadline shall be considered non-responsive and will not be opened. **DO NOT DELIVER PROPOSAL TO THE COBB COUNTY DEPARTMENT OF TRANSPORTATION OFFICE.**

Proposals submitted in excess of twenty-five (25) pages will not be reviewed. The technical proposals shall be sealed in an envelope or box with the **SEALED BID LABEL** attached.
GENERAL TERMS

The successful proposer shall be required to sign as part of the terms and conditions of their being engaged by the County the following statements regarding Conflict of Interest, Contingency Fees, and Certification of Subconsultants:

A. CONFLICT OF INTEREST -The Consultant certifies that, to the best of the Consultant's knowledge, no circumstances exist which will cause a Conflict of Interest in performing the services required by this contract, that no employee of the County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of the Consultant or his Subconsultant(s), and that no person associated with the Consultant or the Consultant's Subconsultant(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

Should the Consultant become aware of any circumstances which may cause a Conflict of Interest during the term of this contract, the Consultant shall immediately notify the County. If the County determines that a Conflict of Interest exists, the County may require that the Consultant take action to remedy the Conflict of Interest or terminate the agreement without liability. The County shall have the right to recover any fees paid for services rendered by the Consultant which were performed while a Conflict of Interest existed if the Consultant had knowledge of the Conflict of Interest and did not notify the County within one (1) week of becoming aware of the existence of the Conflict of Interest.

PROHIBITION AGAINST CONTINGENT FEES - The Consultant warrants that the Consultant nor the Consultant's Subconsultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the Consultant or Subconsultant(s) to solicit or secure this Agreement and that the Consultant nor the Consultant's Subconsultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or the Consultant's Subconsultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

B. CERTIFICATION OF SUBCONSULTANTS. The Consultant shall require each of the Consultant's Subconsultant(s) to sign a statement certifying to and agreeing to comply with the terms and conditions of A. and B. above. Such signed statements shall be on forms provided by the County. The Consultant shall return such executed forms to the County and they shall be incorporated in and become a part of the Agreement. No compensation shall be payable to the Consultant until executed certifications are received by the County for all of the Consultant's Subconsultants.

Disadvantaged Business Enterprise (DBE) participation is strongly encouraged for all categories except for category D. Category D (Transit) has a 7% DBE participation goal. A monthly DBE utilization report must be submitted with each monthly invoice.

The County reserves the right to reject any or all proposals submitted, or, where it may serve the best interest of the County, to request additional information or clarification from proposers. The County, in its sole discretion, also reserves the right to waive any informalities or technicalities relative to any and all proposals. At the County's discretion, presentations may be requested as
part of the evaluation process. The County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether the proposal is selected.

There is no expressed or implied obligation for the County to reimburse any firm for any expense incurred in preparing or presenting a proposal in response to this request for proposals.

Any questions must be received no later 12:00 Noon (Local Time) on Friday, March 6, 2020. All questions should be sent via email to Purchasing@CobbCounty.org.

Sincerely,

COBB COUNTY DEPARTMENT OF TRANSPORTATION

Erica Parish
Erin Parish, PE
Director

Enclosure: Sealed Bid Label
Proposal Fee Schedules
Local Vendor Presence Affidavit
Consultant Affidavit and Agreement
Subconsultant Affidavit and Agreement
Immigration Compliance Certification
(Exhibit F) FTA Required General Assurances
SEALSED BID LABEL

SEALSED BID ENCLOSED
DELIVER TO:

Cobb County Purchasing
122 Waddell Street NE
Marietta, GA 30060

PROPOSAL SUBMITTAL DATE: March 12, 2020
BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposals for Task Order Contracting

VENDOR: ____________________________

TASK ORDER CATEGORY: ____________________________

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE
PROPOSAL FEE SCHEDULES

(Required To be Completed and Inclusive of Entire Consultant and Subconsultant Team)
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Billing Category</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Principal-In-Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Project Manager</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>Senior Planner</td>
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<td>4.</td>
<td>Staff Planner</td>
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<td>5.</td>
<td>Roadway Engineer</td>
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<td>6.</td>
<td>Senior Traffic Engineer</td>
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<td>7.</td>
<td>Traffic Engineer</td>
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<td>8.</td>
<td>Traffic Technician</td>
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<td>9.</td>
<td>Environmental Scientist</td>
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<td>10.</td>
<td>Senior Environmental Scientist</td>
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<td>11.</td>
<td>Principal Environmental Scientist</td>
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<td>12.</td>
<td>Community Public Outreach Liaison</td>
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<td>13.</td>
<td>Aquatic Surveys Specialist</td>
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<td>14.</td>
<td>Noise Analyst</td>
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<tr>
<td>15.</td>
<td>Ecologist</td>
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<td>16.</td>
<td>Historic / Cultural Resources Specialist</td>
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<td>17.</td>
<td>Air and Noise Analyst</td>
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<tr>
<td>18.</td>
<td>CADD Technician</td>
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<tr>
<td>19.</td>
<td>Landscape Architect</td>
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<tr>
<td>20.</td>
<td>Clerical</td>
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<td>21.</td>
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<td>26.</td>
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</tbody>
</table>

Other (Specify Title) *use additional sheets if necessary*
# CATEGORY B – HIGHWAY DESIGN ROADWAY, BRIDGE & SURVEYING

DESIGN SERVICES PROPOSAL FEE SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Billing Category</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Principal-In-Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Project Manager</td>
<td></td>
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<tr>
<td>3.</td>
<td>Senior Roadway Engineer</td>
<td></td>
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<tr>
<td>4.</td>
<td>Roadway Engineer</td>
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<tr>
<td>5.</td>
<td>Roadway Technician</td>
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<tr>
<td>6.</td>
<td>Senior Planner</td>
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<tr>
<td>7.</td>
<td>Senior Traffic Engineer</td>
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<tr>
<td>8.</td>
<td>Traffic Engineer</td>
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<tr>
<td>9.</td>
<td>Traffic Technician</td>
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<tr>
<td>10.</td>
<td>Senior Bridge Engineer</td>
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<tr>
<td>11.</td>
<td>Bridge Engineer</td>
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<td></td>
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<tr>
<td>12.</td>
<td>Bridge Technician</td>
<td></td>
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<tr>
<td>13.</td>
<td>CADD Technician</td>
<td></td>
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<tr>
<td>14.</td>
<td>Clerical</td>
<td></td>
<td></td>
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<tr>
<td>15.</td>
<td>Principal Surveyor</td>
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<tr>
<td>16.</td>
<td>Registered Surveyor</td>
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<tr>
<td>17.</td>
<td>Senior Surveyor</td>
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<td>18.</td>
<td>Surveyor</td>
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<tr>
<td>19.</td>
<td>2-Person Survey Crew</td>
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<tr>
<td>20.</td>
<td>3-Person Survey Crew</td>
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<tr>
<td>21.</td>
<td>GPS Crew</td>
<td></td>
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<tr>
<td>22.</td>
<td>Landscape Architect</td>
<td></td>
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<tr>
<td>23.</td>
<td>Senior Geotechnical Engineer</td>
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<td>24.</td>
<td>Geotechnical Engineer</td>
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<tr>
<td>25.</td>
<td>Drilling Crew / Hour</td>
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<tr>
<td>26.</td>
<td>Environmental Engineer / Scientist</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Other (Specify Title) (use additional sheets if necessary)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## CATEGORY C – TRAFFIC ENGINEERING
### DESIGN SERVICES PROPOSAL FEE SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Billing Category</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Principal-In-Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Project Manager</td>
<td></td>
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<tr>
<td>3.</td>
<td>Senior Traffic Engineer</td>
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<td>4.</td>
<td>Traffic Engineer</td>
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<tr>
<td>5.</td>
<td>ITS Engineer</td>
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<tr>
<td>6.</td>
<td>Traffic Technician</td>
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<td>7.</td>
<td>ATMS Technician</td>
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<tr>
<td>8.</td>
<td>CADD Technician</td>
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<tr>
<td>9.</td>
<td>System Database Analyst</td>
<td></td>
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<tr>
<td>10.</td>
<td>Clerical</td>
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<tr>
<td>11.</td>
<td>Traffic Counts ADT / Each</td>
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<td>12.</td>
<td>Traffic Counts Directional / Each</td>
<td></td>
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<tr>
<td>13.</td>
<td>Traffic Turning Movement Counts – 4hr / Each</td>
<td></td>
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<tr>
<td>14.</td>
<td>Traffic Turning Movement Counts – 8hr / Each</td>
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<td></td>
<td>(3hr AM, 3hr PM, 2hr Midday)</td>
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<td>15.</td>
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</tbody>
</table>

Other (Specify Title) *use additional sheets if necessary*
## CATEGORY D – TRANSIT
### PROPOSAL FEE SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Billing Category</th>
<th>Hourly Rates (June 1 – May 31)</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2020</td>
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<tr>
<td>2.</td>
<td>Project Manager</td>
<td>2021</td>
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<tr>
<td>3.</td>
<td>Senior Planner</td>
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<tr>
<td>4.</td>
<td>Staff Planner</td>
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<tr>
<td>5.</td>
<td>Operations Analyst</td>
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<tr>
<td>6.</td>
<td>Vehicle Specialist</td>
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</tr>
<tr>
<td>7.</td>
<td>Facilities Specialist</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Financial Planner</td>
<td></td>
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<tr>
<td>9.</td>
<td>Regulating Compliance Specialist</td>
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</tr>
<tr>
<td>10.</td>
<td>Software Engineer</td>
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<tr>
<td>11.</td>
<td>Community Public Outreach Liaison</td>
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<td>12.</td>
<td>Public Opinion/Market Research</td>
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<tr>
<td>13.</td>
<td>Clerical</td>
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<td>14.</td>
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<td>15.</td>
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</tbody>
</table>

Other (Specify Title) *(use additional sheets if necessary)*
**CATEGORY E – AVIATION**
**PROPOSAL FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Billing Category</th>
<th>2020</th>
<th>2021</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Principal-In-Charge</td>
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<tr>
<td>2.</td>
<td>Project Manager</td>
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<tr>
<td>3.</td>
<td>Senior Engineer</td>
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<tr>
<td>4.</td>
<td>Engineer</td>
<td></td>
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<tr>
<td>5.</td>
<td>Designer</td>
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<tr>
<td>6.</td>
<td>Technician</td>
<td></td>
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<tr>
<td>7.</td>
<td>Technician Assistant</td>
<td></td>
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<tr>
<td>8.</td>
<td>Senior Planner</td>
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<tr>
<td>9.</td>
<td>Planner</td>
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<td>10.</td>
<td>Clerical</td>
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<td>15.</td>
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</tbody>
</table>

Other (Specify Title) *(use additional sheets if necessary)*
Local Vendor Presence Affidavit
(Required To be completed by Prime Consultant only, if applicable, for Categories A, B, C, and E)

By executing this affidavit, the undersigned vendor verifies that Cobb County may require additional documentation upon award or consideration of award regarding the applicant’s qualifications for LVP status. This documentation may include but is not limited to information demonstrating: (1) the applicant has a physical office located within the geographical boundaries of Cobb County or a municipality located within the geographical boundaries of Cobb County for one (1) or more years; (2) the applicant has a current Cobb County Occupation Tax Certificate (or its equivalent from a Cobb municipality) on the closing date of solicitation for which a qualified bid has been submitted; and (3) the applicant has no outstanding or unresolved taxes, fees, fines or penalties with Cobb County or one of its municipalities. The applicant understands that failure to provide requested information may result in the County finding the applicant ineligible for the LVP program.

Company Name

__________________________________________________

Company Address

__________________________________________________

Signature of LVP Applicant

__________________________________________________

Printed Name of LVP Applicant

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

Executed on _____, _____, 20___ in _______ (city), _________ (state).

__________________________________________________

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _______ DAY OF ____________, 20____.

NOTARY
My Commission Expires: ________________________

__________________________________________________

Signature of Notary
CONSULTANT AFFIDAVIT & AGREEMENT
(Required to be completed for All Categories)

This affidavit must be signed, notarized and submitted with any proposal requiring the performance of physical services. If the affidavit is not submitted with the proposal, proposal will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned consultant further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subconsultant(s) or should its subconsultant(s) employ other subconsultant(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the consultant or subconsultant will:

1. Notify the County within five business days of entering into a contract or agreement for hire with any subconsultant(s);
2. Secure from any subconsultant(s) and/or their subconsultant(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subconsultant Affidavit & Agreement prior to the commencement of any work under the contract/agreement;
3. Secure from any subconsultant(s) and/or their subconsultant(s) a completed Immigration Compliance Certification prior to the commencement of any work under the contract/agreement;
4. Provide the subconsultant(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any consultant or subconsultant for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
5. Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subconsultant(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
6. Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

BY: Authorized Officer or Agent
[Consultant Name]

Printed Name

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ___ DAY OF ______________, 20__

Notary Public
Commission Expires: ________

(Effective 9/20/2013 Supersedes All Previous Versions)
SUBCONSULTANT AFFIDAVIT & AGREEMENT
(Required to be completed for All Categories)

By executing this affidavit, the undersigned subconsultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned subconsultant further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subconsultant(s) or should its subconsultant(s) employ other subconsultant(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subconsultant will:

1. Notify the County within five business days of entering into a contract or agreement for hire with any subconsultant(s);
2. Secure from any subconsultant(s) and/or their subconsultant(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subconsultant Affidavit & Agreement form prior to the commencement of any work under the contract/agreement;
3. Secure from any subconsultant(s) and/or their subconsultant(s) a completed Immigration Compliance Certification prior to the commencement of any work under the contract/agreement;
4. Provide the subconsultant(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any consultant or subconsultant for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
5. Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subconsultant(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
6. Maintain such records for a period of five (5) years.

---

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subconsultant Name]

Subconsultant Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ___ DAY OF ______________, 20__

Notary Public
Commission Expires: ________

(Effective 9/20/2013 Supersedes All Previous Versions)
IMMIGRATION COMPLIANCE CERTIFICATION

(Required to be completed by Consultant and all Subconsultants for All Categories)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

_________________________________________________________________________
(Project Name/Description)

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by: ___________________________  Employer Name & Address: ______________________________________________________________________

Signature of Officer ______________________________________________________________________

Printed Name/Title ______________________________________________________________________

Date ____________________________________________

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF __________, 20____

________________________________________
Notary Public
Commission Expires: ______________________

(Effective 9/20/2013 Supersedes All Previous Versions)
EXHIBIT F

FTA REQUIRED GENERAL ASSURANCES

(The Following is Required To be Completed by the Prime Consultant for Category D Only)
SPECIAL NOTIFICATION REQUIREMENTS

FTA Master Agreement

Federal grant monies fund this contract, in whole or in part. As such, the county receiving such funds and consultants awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. It is the consultant's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency and ensure compliance with such requirements throughout the term of this contract.

FEDERAL CHANGES

49 CFR Part 18

Federal Changes – Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to comply shall constitute a material breach of this contract. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The following provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause Consultant to be in violation of the FTA terms and conditions. The incorporation of FTA terms applies to all contracts.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The No Obligation clause extends to all third-party contracts and their contracts at every tier and subrecipients and their subcontractors at every tier. The Recipient and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.
ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)
2 C.F.R. § 200.333
49 C.F.R. part 633

Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53. The record keeping and access requirements extend to all third-party contracts and their contracts at every tier and subrecipients and their subcontracts at every tier.

1. **Record Retention.** The Consultant will retain, and will require its subconsultants of all tiers to retain, complete and have readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

2. **Retention Period.** The Consultant agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. **Access to Records.** The Consultant agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4. **Access to the Sites of Performance.** The Consultant agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

CIVIL RIGHTS LAWS AND REGULATIONS

The Civil Rights requirements flow down to all third-party consultants and their contracts at every tier.

The COUNTY is an Equal Opportunity Employer. As such, the COUNTY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the COUNTY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing
requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.


4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

The DBE contracting requirements flow down to all third-party contractors and their subcontracts at every tier. It is the recipient's and prime consultant's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/consultants/subconsultants. Should a subconsultant fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

The following contract clause is required in all DOT-assisted prime and subcontracts: The consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Consultants who subcontract a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 30 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the County. The Consultant shall utilize the specific DBEs listed unless the Consultant obtains the County’s written consent. Unless the County’s consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Overview

It is the policy of the COUNTY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE’s"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the COUNTY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
This Contract is subject to 49 C.F.R. part 26. Therefore, the Consultant must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The COUNTY shall make all determinations with regard to whether or not a Proposer is in compliance with the requirements stated herein. In assessing compliance, the COUNTY may consider during its review of the Proposer’s submission package, the Proposer’s documented history of non-compliance with DBE requirements on previous contracts with the COUNTY.

The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COUNTY deems appropriate.

For the purpose of this Contract, the COUNTY will accept only DBE’s who are:

1. Certified, at the time of bid opening or proposal evaluation, by the Georgia Department of Transportation (GDOT) Georgia Unified Certification Program (GUCP).

**DBE Participation Goal**

The DBE participation goal for this Contract is set at 7%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 7% of the total Contract price.

**Submission**

Each Proposer shall supply the following information:

1. A list of those qualified DBE’s with whom the Proposer intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (attached). No work shall be included in the Schedule that the Proposer has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. The Proposer may not deviate from the DBE Participation Schedule submitted. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the COUNTY.

2. An original DBE Letter of Intent (attached) from each DBE listed in the DBE Participation Schedule.
**Good Faith Efforts**

If the Proposer is unable to meet the goal set forth above (DBE Participation Goal), the COUNTY will consider the Proposer's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the COUNTY will consider as part of the Proposer's good faith efforts include, but are not limited to, the following:

1. Documented communication with the COUNTY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. The Proposer's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBE's to respond to the solicitation;
3. Written notification to DBE's encouraging participation in the proposed Contract; and
4. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Proposer shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance as required by the County and/or the FTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subconsultant quote submitted when a non-DBE subconsultant was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Proposer has made good faith efforts, the County and/or the FTA may take into account the performance of other Proposers in meeting the Contract goals. For example, if the apparent successful Proposer failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Proposers, the Authority may view this as evidence of the Proposer having made good faith efforts.

**Administrative Reconsideration**

Within five (5) business days of being informed by the COUNTY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Proposer may request administrative reconsideration. The Proposer should make this request in writing to the COUNTY's DBE Coordinator. The DBE Coordinator will forward the Proposer's request to a reconsideration official who will not have played any role in the original determination whether or not the Proposer documented sufficient good faith efforts.

As part of this reconsideration, the Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Proposer will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The COUNTY will send the Proposer a written decision on its
reconsideration, explaining the basis for finding that the Proposer did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

**Termination of DBE Subconsultant**

The Consultant shall not terminate the DBE subconsultant(s) listed in the DBE Participation Schedule (see below) without the COUNTY’s prior written consent. The COUNTY may provide such written consent only if the Consultant has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Consultant shall give notice in writing to the DBE subconsultant of its intent to terminate and the reason for the request. The Consultant shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subconsultant is terminated or fails to complete its work on the Contract for any reason, the Consultant shall make good faith efforts to find another DBE subconsultant to substitute for the original DBE and immediately notify the COUNTY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with the following:

**Sanctions for Violations**

If at any time the COUNTY has reason to believe that the Consultant is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the COUNTY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the Consultant until such time as the issues concerning the Consultant’s compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful Consultant is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

**Continued Compliance**

The COUNTY shall monitor the Consultant’s DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Consultant to submit quarterly written reports to the COUNTY that summarize the total DBE value for this Contract. These reports shall provide the following details:

1. DBE utilization established for the Contract;
2. Total value of expenditures with DBE firms for the quarter;
3. The value of expenditures with each DBE firm for the quarter by race and gender;
4. Total value of expenditures with DBE firms from inception of the Contract; and
5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.
Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Project Manager and Contract Administrator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The Consultant shall permit:

1. The COUNTY to have access to necessary records to examine information as the COUNTY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Consultant and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of the COUNTY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Consultant relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in the Access to Records and Reports section of these Special Notification requirements.
LETTER OF INTENT
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Proposer
Name: ________________________________________________
Address: ____________________________________________
City: __________________________ State: ____________ Zip: ________

DBE Firm:
DBE Firm: ____________________________________________
Address: ____________________________________________
City: __________________________ State: ____________ Zip: ________

DBE Contact Person:
Name: __________________________ Phone: (___) _________

DBE Certifying Agency: ________________________________ Expiration Date: __________
Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: □ Prime Contractor □ Subcontractor □ Joint Venture
□ Manufacturer □ Supplier

<table>
<thead>
<tr>
<th>Work item(s) to be performed by DBE</th>
<th>Description of Work Item</th>
<th>Quantity</th>
<th>Total</th>
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The Proposer is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: $________________________ Percent of total contract: ________%

AFFIRMATION:
The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: ____________________________ (Signature) ____________________________ (Title)

* In the event the Proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
DBE PARTICIPATION SCHEDULE

The Proposer shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Proposer shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

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<th>PROPOSER'S COMPANY NAME:</th>
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<tr>
<td>Contract No.</td>
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<td>Cobb County No.</td>
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<td>PROJECT NAME</td>
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<td>LET DATE:</td>
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<td>TOTAL BID:</td>
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THE DBE GOAL ON THIS CONTRACT IS: 7.00%

I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

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<tr>
<th>Name and Address</th>
<th>Contact Name and Telephone Number</th>
<th>Participation Percent</th>
<th>Description of Work</th>
<th>Race and Gender of Firm</th>
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ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

These requirements extend to all third-party consultants and their contracts at every tier and subrecipients and their subcontracts at every tier.

The consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

The Program Fraud clause extends to all third-party contracts and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to consultants and subconsultants who make, present, or submit covered claims and statements.

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to
the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

**RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

Disputes — Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of County’s Transportation Division Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Transportation Division Manager. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Division Manager shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute — Unless otherwise directed by County, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages — Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies — Unless this contract provides otherwise all claims, counterclaims, disputes and other matters in question between the County and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County is located.

Rights and Remedies — The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County, Engineer, or Consultant shall constitute a waiver of any right or duty afforded any of them under Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**TERMINATION**

2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

**Termination for Convenience or Default (Architect and Engineering)**

The COUNTY may terminate this contract in whole or in part, for the COUNTY’s convenience or because of the failure of the Consultant to fulfill the contract obligations. The COUNTY shall
terminate by delivering to the Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the COUNTY’s Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. COUNTY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the COUNTY, the COUNTY’s Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Consultant to fulfill the contract obligations, the COUNTY may complete the work by contact or otherwise and the Consultant shall be liable for any additional cost incurred by the COUNTY.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of COUNTY.
CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Consultant agrees:

1) It will not use any violating facilities;
2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3) It will report violations of use of prohibited facilities to FTA; and
4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180
2 C.F.R part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I) Executive Order 12549
Executive Order 12689

The Consultant shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined by the COUNTY that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____________________________ Signature of Consultant’s Authorized Official

_____________________________ Name and Title of Consultant’s Authorized Official

_____________________________ Date
LOBBYING RESTRICTIONS

31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (j) 49 C.F.R. part 20

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

__________________________ Signature of Consultant's Authorized Official

__________________________ Name and Title of Consultant's Authorized Official

__________________________ Date