



## COBB COUNTY DEPARTMENT OF TRANSPORTATION

1890 County Services Parkway  
Marietta, Georgia 30008-4014  
(770) 528-1600 • Fax: (770) 528-1620

### REQUEST FOR PROPOSALS (RFP)

**Date:** April 2, 2021

**To:** Qualified Engineering Consulting Firms

**RE:** Request for Proposals: 2022 SPLOST Program Management Assistance for Transportation Improvements Program

**PROJECT NO.:**B2000

The Cobb County Department of Transportation is requesting comprehensive non-cost technical proposals for program management assistance, pre-construction services, right-of-way acquisition services, construction management, and transit capital improvements for the Transportation Portion of the 2022 SPLOST Renewal program.

#### **PROGRAM OVERVIEW**

On November 3, 2020, the voters of Cobb County approved a one-cent Special Purpose Local Option Sales Tax (2022 SPLOST) to fund capital improvement projects throughout Cobb County and within each of the county's six cities. Approximately \$750 million in SPLOST funding will be collected between January 1, 2022 and December 31, 2027 as part of the **2022 SPLOST – Transportation, Public Safety, Parks, Libraries, Seniors, Facilities, and Technology**. The 2022 SPLOST is intended to address the immediate capital needs of Facilities, Technology, Parks, Libraries, Senior Centers, Public Safety, and Transportation within the six cities and Cobb County. The 2022 SPLOST Renewal program is fully described in "2022 SPLOST Project Booklet" and is available online at [www.CobbSPLOST2022.org](http://www.CobbSPLOST2022.org).

Funding for the 2022 Transportation Improvements Program (2022 TIP) portion of the 2022 SPLOST RENEWAL is estimated at \$329 million and is comprised of the following components:

## TRANSPORTATION IMPROVEMENTS

TRANSPORTATION COMPONENT BUDGETS	
Roadway Resurfacing	\$213,067,821.87
Bridges and Culverts	\$13,800,000.00
Drainage System	\$10,350,000.00
Operational and Safety Improvements	\$21,195,000.00
Sidewalk Improvements	\$11,500,000.00
Traffic Management, Transportation Technology & Planning	\$23,115,000.00
Transit Capital Improvements	\$4,600,000.00
School Zone Improvements	\$4,140,000.00
Cobb DOT Facility Improvements	\$3,100,000.00
Federal/State/Local Match Improvements	\$25,000,000.00
<b>Total Transportation Projects</b>	<b>\$329,867,821.87</b>

The County desires to select the most qualified consultant, as expeditiously as possible, with the intent of providing services starting January 1, 2022. The construction portion of the program is expected to last up to eight years, with staffing levels peaking in years two through five.

It is anticipated that the successful consultant would be awarded a contract for the first two years (Work Authorization I). The County shall have the option on renewing the contract (Work Authorizations II, III, and IV) on a biannual basis (every two years), if performance by the consultant is satisfactory.

The Cobb County Board of Commissioners has authorized the issuance of this RFP, and has conducted a public hearing, for program management services for the 2022 TIP. The Board further authorized DOT to include in this RFP, an OPTION for the County to amend the 2022 SPLOST Program Management Contract to expand the scope of the Contract to include program management services for possible individual major infrastructure projects that may develop over the life of the program management contract term. The schedule of rates proposed for management services related to the 2022 TIP Program Management contract would apply to management services related to such projects should the County exercise its option to expand the scope of the 2022 TIP Program Management contract. The reservation of this option is not intended to and would not preclude the Board of Commissioners from deciding to separately bid management services for possible individual major infrastructure projects.

Additionally, it is anticipated within the six-year term of the 2022 SPLOST Renewal program, the County may pursue one or more tax supported programs under House Bills 106 (Ga. 2015), 170 (Ga. 2015), or HB 930 (Ga. 2018), or a combination thereof, to fund capital improvement projects and transit throughout the County. In the event an additional tax program(s) is approved and passed by voters, the County may consider terminating the 2022 SPLOST Program Manager's contract and issuing a new Request for Proposals (RFP) to combine programs. The newly issued RFP may include remaining contract scope for the 2022 SPLOST Renewal Program and any additional tax approved programs as determined to be most advantageous for the County.

## **PREQUALIFICATION CRITERIA**

All consultants, including subconsultants, shall be pre-qualified with Georgia Department of Transportation (GDOT) and Cobb County Department of Transportation.

## **SCOPE OF WORK**

The selected consultant shall provide management, engineering, support, and oversight to coordinate, plan, direct, control, and perform the scope of work described below. The consultant shall provide qualified and experienced technical and professional personnel to perform to County standards and procedures the duties and responsibilities assigned. All personnel must be approved by the County. The County, at its option, may elect to expand, reduce, or delete the extent of each work element listed below, or add work elements as needed

### **I. Program Management Assistance**

Program Management Assistance shall include assistance to County staff for overall program management of the transportation portion of the 2022 SPLOST. Services shall include, but not be limited to, the following:

1. Complete responsibility for maintaining the budget and schedule for the 2022 TIP. This includes establishment of a program management protocol including:
  - a. the budget and schedule on suitable software, in adequate detail for management,
  - b. coordination of the program
  - c. clear reporting and forecasting to interested parties, including all changes, multiple funding sources, cash flow projections, etc.
  - d. If needed, coordinate the overall 2022 SPLOST with all of the other County Departments included in the SPLOST program.
2. Coordination of all project phases, including planning, engineering, environmental, right-of-way acquisition, utilities, transit, and construction through contract closeout/remnant disposition to ensure that project schedules are maintained and impacts to the overall program budget and schedule are monitored and reported.
3. Utilization, coordination, data entry, and verification of the Cobb County Program Management Information System (ProjectView) so that accurate, up-to-date management information is available for all County staff and consultant team members. The consultant may also recommend enhancements to ProjectView and/or other programs to maximize system productivity.
4. Preparation and distribution of status reports (monthly, quarterly, and annually) for the 2022 TIP.
5. Administrative support with various administrative functions such as contract creation and management; bidding document creation, distribution and vetting; invoice creation and processing; and, agenda item creation and routing.
6. Communications support including specific project information as well as program accomplishments, including publications, visualizations/imaging, improvements to the DOT website, document sharing, and other creative communication methods. Focus will be given to

displaying information within a dashboard concept and utilization of social media outlets (i.e. Facebook, YouTube, Twitter, etc.).

7. Assistance may also be required for airport support services. These non-specific tasks may include but are not limited to: Airport Pavement Management Plan, Wildlife Control Plan, Disadvantaged Business Enterprise Plan, Small Business Development Plan, Public Communications, Marketing Support, Miscellaneous Studies, and Capital Budgeting Assistance.

## **II. Pre-Construction Services**

Pre-Construction services shall include assisting County staff in a wide range of engineering, landscape architecture, land surveying, environmental, technical, geo-technical, management, and administrative services. Services may include, but not be limited to the following:

1. Miscellaneous surveying including property research and field surveys, plat preparation, project/program control verification, preparation and/or verification of complete database for projects, support for environmental studies and actions, and minor construction staking and construction verification.
2. Structural reviews including reviews of bridge and retaining wall designs to verify accuracy and integrity of the design, cost-effectiveness of the design, and conformity to current GDOT and AASHTO design and construction practices.
3. Structural inspections (bridge and retaining walls).
4. Value engineering for projects over \$10-million and other unusual projects, as directed by the County.
5. Permit application and support for projects, including appropriate professional certifications for design and review of erosion and sedimentation control plans. Ability to coordinate, negotiate, and resolve issues with permitting agencies.
6. Environmental/historical/cultural management that coordinates across all projects, and includes identification and development of a support program for County environmental/historical/cultural efforts such as local and regional Air Quality compliance, Clean Water regulations, assistance with ARC and GDOT requirements, etc., as well as assistance with specific project activities. The consultant may propose alternate means and methods to facilitate environmental, GDOT, and permit applications and approvals to expedite project delivery. The consultant shall identify the proposed staff lead for this activity, and this lead will be the single point of contact. Include reference from GDOT and the resource agencies for this person.
7. Traffic studies, data analysis, traffic signal design, traffic signal timing, and advanced transportation management system (ATMS) design. Traffic signal timing services may include time-of-day actuated-coordinated systems, in MaxView and they County's SCAT adaptive traffic control system. ATMS design services could include projects to expand fiber optic cable networks, traffic surveillance camera coverage, Georgia NaviGator Integration, Transportation Management Center (TMC) upgrades, and other intelligent transportation system (ITS) improvements. Data analysis could include traffic operations data sets for traffic volume data, turning movement data, crash history, travel time systems, traffic signal systems and vehicle detection systems.

8. Plan reviews to support existing County staff.
9. A constructability review that coordinates across all projects, (coordinate with Construction Management section).
10. Utility/railroad coordination (coordinate with Construction Management section); must demonstrate methods and approaches for identifying and managing utility conflicts early in the project development process to avoid or minimize impacts. Utility coordination may include the complete process, if the consultant can show that this would expedite project delivery. The consultant shall identify a proposed staff lead for this activity and this lead will be the single point of contact that will coordinate across all projects. Include reference from GDOT and the appropriate utilities for this person.
11. Right-of-way coordination (coordinate with Right-of-Way Acquisition Services section).
12. Administrative support with various administrative functions such as contract creation and management; bidding document creation, distribution and vetting; invoice creation and processing; and, agenda item creation and routing.
13. Provide project information to the public – including phone, e-mail, and personal contacts, preparation for and attending public meetings, develop and use of special communication/presentation tools as may be required, and development and coordination of public information reports.
14. Provide special engineering and landscape architectural services such as special studies, minor landscape designs, and economic analysis.
15. Project Managers to oversee implementation of individual projects.
16. Geotechnical support and studies, including, but not limited to BFI, WFI, and soils surveys, for both GDOT and County funded projects.

### **III. Right-Of-Way Acquisition Services**

Right-of-Way acquisition services shall include complete responsibility for the land acquisition management and services necessary to support the timely construction of the 2022 TIP. Right-of-Way Acquisition Services include, but are not limited to, the administration, support and management of services in the areas of conceptual stage studies, project set-up, title research, appraisal, acquisition, condemnation, relocation, and surplus property management. The consultant shall conduct all right-of-way services in conformance with appropriate standards of practices and procedures utilizing the County's current Land Acquisition Policy and Procedure Manual for State and Federal Aid projects and all applicable State and Federal guidelines and procedures.

The consultant shall provide the necessary management and qualified personnel, in sufficient numbers, to effectively carry out the County's transportation program goals in an efficient and timely manner. Staff support may include: Manager, Right-of-Way Acquisition Agents, Administrative and Condemnation Support, Real Estate Appraisers, Relocation Assistance Agents, and Property Managers. The consultant shall utilize only competent personnel, qualified by experience and education, who are acceptable to the County. The hiring of subcontractor specialists when they are essential to the performance of the assignment is permissible. All subcontractors must be approved by the County.

The Consultant shall provide management, support, and oversight services necessary to coordinate, plan, direct, control or perform the following services:

1. Provide assistance and professional advice to the County during the project conceptual stage including site reconnaissance and identification of right-of-way impacts, recommending right-of-way plan changes to reduce impact where feasible.
  - a. Assist with coordinating environmental site assessments providing professional advice and assistance when environmental concerns are discovered which could require environmental remediation.
  - b. Prepare conceptual stage studies, including right-of way acquisition and relocation cost estimates.
  - c. Provide outreach services, including but not limited to, scheduling, notification, attending and/or facilitating public meetings and property owner meetings.
2. Provide assistance and professional advice to the County at the preliminary and final right-of-way plan stages and recommend any right-of-way changes, if necessary, to correct errors or eliminate problems. Work with the County, ensure that all right-of-way required for the project is correctly located, surveyed, and described and that all property owners are correctly identified.
  - a. Project set-up and implementation
    - i. Coordinate preparation of legal descriptions and plats, as needed.
    - ii. Perform cost estimate, budget and schedule updates and technical advice and recommendations.
  - b. The consultant shall utilize the County's ProjectView System. All applicable data, costs, acquisition information, special stipulations, etc. shall be entered daily so that accurate, up-to-date information is available to County staff and team members.
3. Secure reports on each parcel and review for error and omissions upon completion. Title reports are generally provided by the County Attorney or contracted attorney; however, the County may require assistance to expedite preparation of reports on certain projects.
4. Coordinate the preparation of real property appraisals and other valuations, damages, and/or cost-to-cure reports.
  - a. Assist with procuring services from independent contractors, if needed. Appraisers must be pre-qualified to perform appraisal services for the County. All appraisals shall be prepared in accordance with State guidelines.
  - b. Assist with preparing the scope of services and advertisements. Assist with bid evaluation and coordinate meetings with selected appraisers.
5. Coordinate review appraisal services, when necessary and required.
  - a. Review appraisal values to ensure the reported values are consistent from one property to another within the project limits.
  - b. Coordinate formal review when necessary.
6. Coordinate and/or perform pre-acquisition and acquisition services such as:
  - a. Interpret right-of-way and construction plans, analyze title reports, secure appraisals, appraisal review reports, and /or other valuations.
  - b. Set-up files, prepare forms and acquisition documents.
  - c. Coordinate County and other governmental entities acquisitions and exchanges.

- d. Prepare initial notifications and correspondence to property owners. Conduct initial contacts with property owners to verify ownership and property lines, and most importantly establish an atmosphere conducive to amicable negotiations and settlements. Advise owners of their rights and the right-of-way acquisition process. Must demonstrate ability to clearly communicate right of way impacts to citizens and property owners. Field notes must fully document all matters discussed, not simply record negotiations/offers/settlement.
  - e. Prepare and present offers together with required forms and supporting documentation and conduct negotiations, as needed.
  - f. Recommend design revisions to assist settlement, in conjunction with owner counter-offers. The County Land Administrative Review Committee (LARC) will review these recommendations and counter-offers on a case by case basis during regularly scheduled meetings.
  - g. Secure agreements, options, deeds, easements and any other property interests required, provide assistance with processing owner payments, closing services, escrow and title insurance, as needed.
  - h. Maintain accurate and up to date paper and electronic files containing required forms and records of negotiation.
  - i. Ensure all deeds and easements are recorded or available for recordation in a timely manner to prevent loss of the acquired property interest.
7. Prepare LARC agenda items related to administrative settlements and design changes, recommend condemnation actions and executive session items, as necessary, and attend meetings as required.
8. Provide condemnation support and technical advice.
- a. Provide all pertinent information in a complete and organized file needed to prepare an eminent domain suit.
  - b. Assist the County's Attorney, as needed, in trial preparations. Court testimony may be required.
9. Coordinate and/or perform relocation assistance services, including but not limited to:
- a. Conduct interviews to identify the displacee's needs, by determining family composition, income and special needs. Verify relocation eligibility and provide relocation assistance advisory services in accordance with all applicable County, State, and Federal Policies and Procedures.
  - b. Compute relocation payments and coordinate review of computation packages, if required.
  - c. Deliver notices and explanation advising displacees of their potential relocation and eligibility for benefits.
  - d. Provide assistance in locating a suitable replacement site, obtain moving bid estimates, assist with selecting a move option, select mover, plan moves, monitor and oversee the move.
  - e. Assist displacees with the required forms and claims to expedite their receipt of eligible relocation payments in order to expedite clearance of the right-of-way.
  - f. Provide testimony in relocation appeals and other related services as required.
10. Coordinate and/or provide property management services.
- a. Maintain real property inventories as directed and administer the County's plan for surplus property.
  - b. Coordinate and/or perform asbestos surveys and abatement activities, demolition and clearing activities. Assist with preparing the scope of services and advertisements and review of bids and coordinating meeting with selected companies.

- c. Provide adequate field supervision of demolition activities.
- 11. Provide oversight and monitoring of production, budget and quality control.
  - a. Review project schedules and reports and routinely communicate with the Program Manager, Right of Way Manager, and/or county designee(s) regarding the status of projects, and issues potentially affecting the efficient and timely acquisition of right-of-way. Recommend corrective action if necessary. Prepare and submit timely scheduled reports, and attend schedule meetings and any other meetings the County deems necessary.
  - b. Manage subconsultant services.
- 12. Information management and control
  - a. Maintain all appropriate files, reports, record-keeping program and archive systems. All maps, reports, and files will be available for inspection by the County and GDOT upon notice. Utilize the Cobb County Program Management Information System (ProjectView) to track acquisition progress to ensure compliance with program schedule and costs. Prepare updates for Master Scheduling Report.
  - b. Inspect and review for quality assurance all work product to ensure compliance with requirements cited herein and all applicable County rules and procedures.
  - c. Upon completion of acquisition, all original acquisition files, maps, reports, documents and electronic files shall be turned over to the County.
- 13. In addition to providing a complete, detailed overall approach to program management and right-of-way acquisition services, the consultant shall specifically review the Cobb County DOT Booklet: Right-of-Way and Easements, A Guide for Property Owners, and offer modifications to make it more valuable. This booklet is available at:

<https://www.cobbcounty.org/transportation/policies-permitting/design>

#### **IV Construction Management**

Construction Management shall include complete responsibility for managing all of the construction projects in the 2022 TIP, including administration, construction engineering, inspection, and materials sampling and testing necessary to ensure construction and payment in accordance with the County's current "Construction Manual" and the GDOT "Standard Specifications," "Construction Manual," and "Sampling and Testing Manuals" as well as the contract documents for each project. The consultant must be pre-qualified by the County and GDOT for construction management of roads and bridges. Personnel assigned to the project shall be capable and experienced in construction inspection, sampling, and testing of road and bridge construction. Services shall include, but not be limited to the following:

- 1. Perform constructability plan reviews and utility coordination throughout all project phases (coordinate with Pre-Construction).
- 2. Perform inspections documenting all existing conditions within project limits prior to construction starting and the contractor's notice to proceed being issued.
- 3. Prepare bid documents and manage the bid process for all projects, in coordination with Pre-Construction. The consultant shall also assist with preparation of contract special provisions. Consultant may be required to develop limited construction plans and complete bid documents for some of the minor projects (such as intersection improvements, drainage repairs, sidewalks, etc.).



4. Prepare construction cost estimates based on conceptual, preliminary plans, and prepare final engineers' estimates along with comparisons to project budgets.
5. Review and analyze bids and recommend acceptance/rejection of lowest responsible bid to the County.
6. Schedule and conduct pre-construction conferences with contractors, utilities, and other interested parties to discuss the construction schedules, submittals, project requirements, etc. Transcribe and distribute meeting minutes. Issue addenda as necessary. Insure partnership with contractors in project delivery.
7. Review all submittals including schedules, job mixes, shop drawings, traffic control, and erosion control plans.
8. Schedule and conduct monthly (at a minimum) coordination meetings on all projects to:
  - a. Review progress on each construction phase.
  - b. Identify, develop, and initiate means to correct problems in maintaining the critical path schedule.
  - c. Coordinate efforts of the contractor and utilities and resolve any issues pertaining to the progress and quality of construction.
  - d. Monitor progress on any outstanding right-of-way parcels and special stipulations.

Minutes of the coordination meetings shall be transcribed and distributed.

9. Analyze all claims or requests for changes and negotiate prices as necessary. If additional items, funding, or contract time are requested, a detailed recommendation for acceptance/rejection will be submitted to the County, and an agenda item shall be prepared. If changes involve quantities only, with no additional items, funding, or time required, the decision shall be rendered by the Construction Manager and thoroughly documented to the County and the project files.
10. Prepare, submit, and process monthly progress estimates on the Cobb County program ProjectView System for payment due the contractor based on documented estimates of actual quantities completed and accepted for payment.
11. Provide experienced and qualified project engineers whose duties will include day-to-day decisions on construction acceptability, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel to demonstrate an "eyes in the field" approach.
12. Provide qualified inspection and testing personnel in numbers necessary to ensure that the projects are constructed in reasonably close conformity with the plans, specifications, permits, and other contract provisions. All inspection, sampling, and testing frequencies will be as required by the Georgia Department of Transportation's "Construction" and "Sampling and Testing" manuals as modified by the county's "Sampling and Testing Guide", and shall be reported on the appropriate GDOT (or County) forms as required.
13. Maintain "summaries" for each pay item contained in the construction contract. The summary shall show total quantities to date (whether estimated or measured) as documented on the Inspection Daily Reports and shall be utilized to prepare the contractor's monthly estimates. The inspector shall keep detailed, accurate records (diary) of the contractor's daily operations and significant events that affect the work.

14. Maintain sampling and testing logs for each pay item showing the status of testing and materials certification as the work progresses.
15. Maintain a submittal log providing transmittal, review, and approval/rejection dates of all submittals in order to ensure that no avoidable delays occur.
16. Coordinate the relocation of all utility/railroad facilities and provide liaison with the various utility/railroad owners. Monitor utility/railroad work performed under force account agreements and maintain appropriate accounting records. The consultant shall promptly advise the County of any omissions, substitutions, defects, and deficiencies in the work and any corrective actions taken.
17. Provide complete contract administration, management, and up to date documentation of the projects, including providing and maintaining all letters, submittals, reports, resolution of problems, etc.
18. In addition to inspection of other construction activities, the project engineer and inspector shall closely monitor the contractor's Maintenance of Traffic and Erosion and Sedimentation Control activities to ensure the public's safety and strict compliance to the plans, specifications, and applicable regulations. Project engineers and inspectors must have and maintain appropriate certifications.
19. Provide off-site inspection/certification for structural member fabrication or other construction materials when those services are not provided by GDOT.
20. Provide liaison for the County to resolve property owners' inquiries during construction. Serve as a contact for all citizens or agencies having questions or concerns about the construction. Submit written reports of all inquiries including any actions taken within one week of the initial contact.
21. Provide initial, monthly, and final photos and electronic video of the construction highlighting any problem areas.
22. Conduct final inspection of completed projects with the County and other interested agencies and prepare final punch list. Assure that final punch list work is completed in a timely fashion.
23. Prepare final statement and certification, final materials certificate, and final change order to close out the projects. The consultant shall present all records and documentation prepared in the course of the project to the County in an electronic format at the conclusion of the consultant's assignment to the project.
24. The Cobb County Water System (CCWS) and/or the Cobb County Marietta Water Authority (CCMWA) will have water and sewer facilities that will be relocated in conjunction with most projects. It is anticipated that CCWS work will be included with the roadway construction contract, and all inspection and other construction services necessary for the CCWS work (and, at times, the CCMWA work) will be performed by the consultant.
25. It is not anticipated that an inspector will be required on all projects at all times when work is progressing, except during critical activities such as paving, concrete placement, traffic shifts, etc. However, the inspector (or project engineer) must be on the project at least once every day while work is progressing. The inspector must be on the project long enough to monitor all phases of construction as work progresses to determine that the contractor's equipment and personnel are capable of producing the specified work and that the completed construction meets the

requirements of the plans and specifications, as well as inspection and verification of traffic control, erosion control and, if applicable, DBE subcontractor performance as specified in 49 CFR 26.

26. The County expects field personal to further utilize mobile work stations and other technologies to the greatest extent possible. This includes but is not limited to integration with ProjectView and Onbase.
27. Provide PlanGrid software and licenses for inspectors to utilize on projects. PlanGrid provides a cloud based (paperless) construction document collaboration platform that allows plans and markups to be instantaneously shared with team members.

## **V Transit Services**

Transit services shall include assistance to County staff. Services may include, but not be limited to the following:

1. Assisting with FTA required documents, contracts, and audit reviews.
2. Preparing bid documents and managing bid process and associated meetings.
3. Preparing construction estimates based on concept, preliminary plans and final engineers estimate.
4. Overseeing and reviewing all plan submittals and required site permits.
5. Providing experienced and qualified project engineers and site inspectors to manage and oversee construction projects.

## **TITLE VI, DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND SMALL BUSINESS**

The Cobb County, Georgia, Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, disability, or age in consideration for an award.

The use of federal funds is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The County's overall goal for Disadvantaged Business Enterprises (DBE) participation on federally assisted projects is 7%. While not all contracts are held to this goal, all firms responding are strongly encouraged to consider the use of certified DBE firms in all aspects of the contract. Consultants must submit a DBE participation report to the County prior to beginning work on a project and a final DBE report must be submitted at the end of a project. A monthly DBE report must be submitted with each monthly invoice by the prime consulting firm and, if applicable, each of its subconsultants. Any subsequent changes and/or substitutions of DBE firms from the original DBE Participation Schedule must be submitted and approved by the County in advance. DBE firms must be certified with the Georgia Department of Transportation's Equal Employment Opportunity (EEO) office.

Like DBE, Small Business Participation (SBP) is strongly encouraged in all DOT contracts. No Small Business reports are currently required; however, this is subject to change at the **County's** discretion.

### **ADDITIONAL INFORMATION**

The County will provide necessary office space, equipment and supplies (to be defined at a later date) for the above requested services. The consultant shall provide, at a minimum, the following:

1. A sufficient number of clearly identifiable vehicles to accommodate the consultant's project personnel.
2. Cellular phones for key project personnel. Key project personnel must be reachable 24 hours per day, 7 days per week.
3. All necessary equipment, materials, and supplies to provide all construction services including testing.

The consultant must describe and demonstrate useful approaches for proactive program management, effective project delivery, and best management practices.

The consultant must utilize Cobb County DOT Manuals for administration and implementation of the work. GDOT procedures must be used for Federal/State funded projects. The County manuals are available at: <https://www.cobbcounty.org/transportation/policies-permitting/design>

The consultant must also describe a transition plan from the current consultant teams to the proposed consultant teams and demonstrate ability to complete the carryover of 2011 SPLOST and 2016 SPLOST transportation projects. The status of the 2011 SPLOST and 2016 SPLOST transportation projects is available at: <https://www.cobbcounty.org/transportation/projects/splost-projects>

The Consultant and their subcontractor(s) are required to be in compliance with the "*Georgia Security and Immigration Compliance Act*." The Consultants must execute and submit *Evidence of Compliance, Contractor Affidavit and Agreement, Subcontractor Affidavit and Agreement*, if applicable, and *Immigration and Compliance Certification* forms (attached) as part of their proposal.

Cobb 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 Cobb County to reimburse any firm for any expense incurred in preparing or presenting a proposal in response to this request for proposals

### **COMMUNICATION RESTRICTION**

Consultants shall not communicate or request information regarding this RFP with any Cobb County employee staff or Board of Commissioners members except during the written question/comment period as stated below. This restriction is in effect beginning from the advertisement date until the project is awarded by the Board of Commissioners.

## **PRE-PROPOSAL SCHEDULE, DEADLINES AND SUBMITTING PROCEDURES**

**Pre-Proposal Conference**                      **10:00 AM on April 16, 2021**  
**Cobb County DOT**  
1890 County Services Parkway  
Marietta, GA 30008

**Deadline for Written Questions** **April 30, 2021**  
**Email:** [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

If your firm is interested in submitting a non-cost technical proposal for this project, then **eight (8) Copies of the Non-Cost Technical Proposal must be submitted before 12:00 Noon on May 13, 2021 at**  
**Cobb County Purchasing**  
**122 Waddell Street NE**  
**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'S OFFICE.**

**Proposal Opening**                              **May 13, 2021, 2:00 p.m. at**  
**Cobb County Purchasing**  
122 Waddell Street NE  
Marietta, GA 30060

The technical proposal is not limited in number of pages, but should be comprehensive and concise. The technical proposals shall be sealed in an envelope or box with your firm's name and **"PROPOSAL FOR 2022 SPLOST RENEWAL, DOT PROGRAM MANAGEMENT,"** clearly marked on the front

There will be a **pre-proposal meeting at 10:00 AM on April 16, 2021** held virtually through WebEx (link information below). Please be prepared to ask any and all questions at this meeting. Written inquiries will be accepted after the pre-proposal meeting, but only until 12:00 Noon on April 30, 2021 **via email to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)**. There will be no individual meetings with perspective consultants.

**Join from the meeting link**  
<https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m661ccb9ad23d6ee36758542789845ee3>

**Join by meeting number**  
Meeting number (access code): 157 940 3890  
Meeting password: 6Gj2PT2kJtw

Tap to join from a mobile device (attendees only)  
[+1-415-655-0003,1579403890](tel:+1-415-655-0003,1579403890)## US Toll

The technical proposal/RFP shall include the following in the order listed:

- Addendum Acknowledgement forms
- Prequalification Notice (prime and subconsultants)
- Key staffing (prime and subconsultants)
- Experience and performance (similar in nature and complexity, and client references)
- Approach (overall understanding of scope)
- Availability (schedule and current workload)
- Litigation History (past five years)
- Financial Stability
- Required Forms from (Attachment A & B)

Sincerely,

COBB COUNTY DEPARTMENT OF TRANSPORTATION

Erica Parish,  
Director

cc: Dr. Jackie McMorris, County Manager  
Roger Ball, Purchasing Director  
Stephanie Brice, Purchasing Deputy Director

## **EVALUATION CRITERIA**

The evaluation by any Evaluation Committee will be based on the criteria listed below. The evaluation criteria will not be changed unless approved by the County Manager and the BOC shall be notified on such change. The weight given to each criterion set forth below shall be determined by the User Department, approved by the Purchasing Manager, and shall equal 100 points.

1. Staffing – Evaluation of the list of personnel who will be specifically considered for this program assignment, including their qualifications, overall experience and recent experience on programs of similar nature and complexity to the proposed program.
2. Experience/Performance – Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project; 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); (NOTE-County Attorneys' Office will provide an opinion/statement based on the information provided: points may be deducted, but no new points will be added); overall responsiveness to County's needs
3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the RFP
4. Availability – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County
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 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 Purchasing Department of points to be awarded to each proposer.

## **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 Subcontractors:

- 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 Subcontractor(s), and that no person associated with the Consultant or the Consultant's Subcontractor(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.

- B. **PROHIBITION AGAINST CONTINGENT FEES** – The Consultant warrants that the Consultant nor the Consultant's Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the consultant or Subcontractor(s) to solicit or secure this Agreement and that the Consultant nor the Consultant's Subcontractor(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 Subcontractor(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.
- C. **CERTIFICATION OF SUBCONTRACTORS.** The Consultant shall require each of the Consultant's Subcontractor(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 Subcontractors.
- D. **INSURANCE.** Consultant shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

1. Minimum Limits of Insurance:



Consultant shall maintain insurance policies with coverage and limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent Consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- b. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- d. Professional Liability (Errors and Omissions) Coverage: \$2,000,000 combined single limit per occurrence is required, in the event Consultant is performing design, engineering or other professional services.
- e. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- f. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

## 2. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of the Consultant. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Consultant shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

## 3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions

### 1. General Liability, Automobile Liability, and Umbrella/Excess Insurance

- (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents

(hereinafter referred to as “Insured Party” or “Insured Parties”) are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, leased, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (b) Primary Insurance Requirement. The Consultant's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
- (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) Separate Coverage. Coverage shall state that the Consultant's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

#### 4. Workers' Compensation and Employers Liability Coverage

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County, and its officers, officials, employees and volunteers for losses arising from the work performed by the Consultant for County.

#### 5. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Consultant for County.

#### 6. All Coverages

##### a. Notice Requirement.

- 1. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County at Cobb County, GA, c/o Cobb DOT, 100 Cherokee Street Marietta, GA 30060. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

2. Separate endorsement for each policy, including individual policy number and endorsement language similar to: *“Coverage shall not be suspended, voided, cancelled, reduced in coverage or limits for any reason, other than non-payment of premium, except after thirty (30) days prior written notice has been given to Certificate Holder (County). The Certificate Holder (County) shall be given not less than 10 days prior written notice of cancellation for non-payment of premium.”*
- b. Acceptability.
    1. The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of “A” or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.
  - c. Failure of Insurers. The Consultant shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

7. Verification of Coverage

Consultant shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates, endorsements and declaration page shall be furnished at or prior to the time this Contract is submitted to County for execution, and must be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

**ATTACHMENT A**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE  
FORMS AND AFFIDAVITS**

*(TO BE COMPLETED AND SUBMITTED WITH PROPOSALS)*

**EVIDENCE OF COMPLIANCE  
WITH  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

\_\_\_\_\_ 500 or more employees;  
\_\_\_\_\_ 100 or more employees; or  
\_\_\_\_\_ fewer than 100 employees

*(Contractor must initial appropriate category).*

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)) indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such contractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s),
- (4) To submit to the County, such contractor and subcontractor affidavit(s) of "Immigration Compliance Certification," EXHIBIT A-2,

The failure of Contractor to comply with any of the requirements and procedures of the County (i.e. failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations) and to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of the Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement and during the term of the Agreement shall constitute a material breach of the Agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor of sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements and that upon notice of a material breach of these provisions, the Contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure and in compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

**SEE AFFIDAVIT ON THE FOLLOWING PAGE**

**CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)**

**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 contractor 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 contractor 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 subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit & Agreement (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor 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 subcontractor(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  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

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

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor 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 subcontractor 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 subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit & Agreement (EXHIBIT A-1) form prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor 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 subcontractor(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  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

*(Effective 9/20/2013 Supersedes All Previous Versions)*

**IMMIGRATION COMPLIANCE CERTIFICATION**  
**(To be completed by Contractor and all Subcontractors)**  
**(EXHIBIT A-2)**

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

<i>(Project Name/Description)</i>		

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 \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

*(Effective 9/20/2013 Supersedes All Previous Versions)*



## **Attachment B**

### **FTA Required Federal Certifications**

*(Will Only Apply if FTA funds are used)*

After reviewing “Attachment B”, please complete and return the following as part of your Proposals:

1. DBE Participation Schedule – To be completed by Proposer only
2. Letter of Intent – To be completed for each DBE Firm
3. Lobbying Restrictions – To be completed by Proposer and all Subconsultants
4. Government-Wide Debarment and Suspension - To be completed by Proposer and all Subconsultants

## **SPECIAL NOTIFICATION REQUIREMENTS**

### **Federal Transit Administration (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 Cobb County, GA (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 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 subcontracts at every tier. The County 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 County, 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.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. 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 County'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 County to make sure it intervenes to monitor compliance. The onus for compliance is on the County.

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 County 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.

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. **It will be the responsibility of the Consultant to submit monthly written reports to the County with each monthly invoice 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 month;
3. The value of expenditures with each DBE firm for the month 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 monthly 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

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total

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.

PROPOSER'S COMPANY NAME:		
Contract No. Cobb County No.	PROJECT NAME	
LET DATE:	TOTAL BID:	
THE DBE GOAL ON THIS CONTRACT IS: 7.00%		
I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:		

[illegible]

## **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 County 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 makes, 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 of 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 contract 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.