



COBB COUNTY DEPARTMENT OF TRANSPORTATION

1890 County Services Parkway
Marietta, Georgia 30008-4014
(770) 528-1600 • Fax: (770) 528-1601

REQUEST FOR PROPOSALS

Date: January 31, 2025

To: Qualified Engineering Consulting Firms

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

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

The Master Task Order Contracting, selection process as defined in the County *Policy for Procurement of Professional Services*, will be used to select the highest qualified Consultant(s) submitting a proposal for this project. A copy of the policy can be found on the Cobb DOT web site at <https://www.cobbcounty.org/transportation/policies-permitting/procurement-bidding>.

All Consultants, including subconsultants, should be pre-qualified with Georgia Department of Transportation (GDOT) OR Cobb County Department of Transportation. Prequalification with GDOT is accepted as prequalification with Cobb DOT, and no additional submission is necessary. Consultants that are not prequalified with GDOT must complete the Cobb DOT prequalification process. Please note: Consultants do not have to be prequalified prior to submitting a proposal. However, all Consultants must be prequalified by GDOT or Cobb DOT prior to contract award.

All engineering services shall be in accordance with Cobb DOT's Pre-Construction Process and Procedure Manual, applicable guidelines of the American Association of State Highway and Transportation Officials (ASHTO), GDOT's Standard Specifications for the Construction of Transportation Systems, GDOT's Plan Presentation Guide, project schedules, and all other applicable Cobb DOT guidelines.

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

PROJECT COMMUNICATION RESTRICTION

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

OVERVIEW

Cobb DOT hereby requests non-cost technical proposals for Master Task Order Contracting. This submission will assist Cobb DOT in selecting consultants to provide on-demand support for Cobb DOT in the implementation of its Transportation Improvements Program. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis. The total maximum value of this contract is \$500,000.00 per firm, per year, for a three-year period (\$1,500,000.00 maximum for life of contract). Cobb DOT needs sufficient information to determine that each firm is adequately staffed and capable of providing as-needed professional services for each of the Task Order categories for which the firm is attempting to qualify.

This contract will utilize four Task Order categories. Firms may submit on one or more categories. **If submitting for more than one category, then a separate, proposal shall be submitted for each category.**

NOTE: Each category has a separate solicitation set up through the portal, with the same RFP included in all. Responses for each category will need to be uploaded separately through the corresponding solicitation.

The Task Order categories are as follows:

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

To be considered for selection in one or more of the four categories, the Consultant must be prequalified with the GDOT or Cobb DOT in the area classifications listed below. Consultant shall submit the most recent "**Notice of Professional Consultant Qualification**" form with their proposal. Failure to submit a copy of the "**Notice of Professional Consultant Qualification**" form shall result in the proposal being deemed non-responsive. Subconsultants may contribute to meeting the requirements for the overall proposed team.

- A. Transportation Planning & Environmental Services: 1.01, 1.02, 1.04, 1.05, 1.06(a), 1.06(b), 1.06(c), 1.06(d), 1.06(e), 1.06(f), 1.06(g), 1.07, 1.09, 1.10, 1.12, 1.13**
- B. Highway Design - Roadway, Bridge, Surveying & Geotechnical: 1.06(a), 1.06(b), 1.06(c), 1.06(d), 1.06(e), 1.06(f), 1.06(g), 1.06(h), 1.07, 3.01, 3.02, 3.03, 3.06, 3.07, 3.08, 3.12, 3.13, 3.15, 4.01(a), 4.01(b), 4.02, 4.04, 5.01, 5.02, 5.03, 6.01(a), 6.02, 6.03, 6.05, 9.01**
- C. Traffic Engineering: 3.06, 3.07, 3.09**
- D. Transit: 1.04, 2.02, 2.04, 2.05, 2.08, 2.10**

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

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

CATEGORIES

For each of the four categories, it is expected that firms awarded Task Orders in one category will be expected to coordinate with firms awarded Task Orders in other categories as needed.

Category A – Transportation Planning & Environmental Services

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

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

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

The Consultant shall provide design services and develop engineering plans as requested by Cobb DOT to provide improvements to County roadways. Improvements may consist of operational improvements such as the addition of turn lanes, roundabouts, vertical and/or horizontal realignment, and new signal installation design and upgrades. Additional improvements may include bridge replacements, drainage, sidewalk, trail, pedestrian, bikeway projects, survey services, and others as deemed necessary by Cobb DOT.

The Consultant shall provide services for soil surveys, bridge and wall foundation investigations, pavement evaluations and hazardous waste site assessments as may be required by the Cobb DOT. Services may be provided in conjunction with work in other Task Order categories and/or other Department projects.

All plans shall be prepared in accordance with all appropriate Federal, State and County specifications and done at a scale as directed by Cobb DOT; unless notified otherwise, the scale shall be 1" = 20'. These services will include concept development, right-of-way records research, survey services, traffic studies and projected design year forecasts, drainage and hydraulic calculations, FEMA submittal and approval, geotechnical engineering, cost and quantity estimates, and construction, structural, and right-of-way plan preparation.

Construction, structural, and right-of-way plans shall generally follow GDOT format as directed by Cobb DOT, and will include specifications, quantity calculations, typical sections, construction plan sheets, right-of-way plan sheets and tables, drainage plans and profiles, cross sections, mainline/side street/driveway plan sheets with profiles as appropriate, erosion control/water quality and monitoring plans as appropriate, traffic control/staging plans/detour plans as appropriate, utility plans showing both public and private utilities including water/sewer design (by others) and adjustments, signing/markings/signal plans as appropriate, specifications and structural design for structures such as pedestrian bridges and retaining walls, structural bridge plans including deck plans/deck sections, end wall designs as appropriate, beam details, bent design, superstructures and substructures, plans and details and miscellaneous details.

Public information meetings may be held for specific projects or groups of projects in a particular area.

Category C – Traffic Engineering

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

Category D – Transit

The Consultant shall provide assistance with short, intermediate, and long-range transit master planning, feasibility studies, technical studies, and on-going transit operations and maintenance needs. The Consultant shall assist with transit vehicle/product inspections, transit vehicle market research, cost estimating and analysis, bid specification preparation, bid pre-qualification and service support, best/preferred industry practice review, contract development, contract fleet assessment and/or fleet transfer assessment, asset management, bus stop sign/bench/shelter design, installation, and maintenance planning, performance management review, analysis, and reporting, system peer identification, operating standards development, and peer comparisons, new service marketing/outreach plans and implementation assistance, fare analysis and technology management and implementation, management and technical consultant services for the day-by-day operation of

the system; Some Transit projects will be required to meet Federal and FTA requirements, (see Exhibit F), as applicable.

PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-Proposal Conference will be held virtually via WebEx at 10:00 a.m. on February 18, 2025. Registration is not required. Please join the meeting at <https://cobbcounty.webex.com/cobbcounty/j.php?MTID=mbeba43c49c60c8d2f941218a4062af13>.

GENERAL SCOPE OF SERVICES

Engineering Consulting Services shall be furnished in accordance with the Cobb County Department of Transportation's Consultant Services Agreement, the current Pre-Construction Process and Procedure Manual located online at <https://www.cobbcounty.org/transportation/policies-permitting/design> and Cobb County Water System's Water and Sewer Specifications.

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

The ability to perform water and sewer work is **not** a requirement of this RFP and will not be considered in the proposal evaluation process.

Cobb DOT will make available the County Geographic Information System (GIS) data specific to future Task Order projects for use in developing the concept and design. Firms desiring to use County's aerial photography in the preparation of their proposals can view and/or print copies of the photography from the online GIS website at <https://www.cobbcounty.org/gis/all-maps>, or can purchase the data from the County GIS Core Group.

Subconsultants will be permitted as a part of the proposal response but must be clearly identified. Subconsultants resumes and project references should be provided. Subconsultants' hourly rates shall be included and listed on the same fee schedule as the Prime Consultants. No work shall be paid by Cobb DOT to any Consultant or subconsultant if the work is not billed in accordance to the hourly rates submitted as part of their proposal fee schedule. Cobb DOT does not contract with or pay subconsultants. Cobb DOT will contract with and pay the Prime Consultant only.

INSTRUCTIONS TO CONSULTANT

Each original proposal must be signed by a company official that has authorization to commit company resources.

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

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

The minimum requirements to be included in the proposal are:

- I. Prime Firm Identification – Provide the full legal name of the firm, the firm’s principal business office and its satellite offices (if any). Indicate the location(s) from which these Task Order Professional services will be performed, managed and achieved. Give information on the firm’s history, business activities, size, employees, officers, affiliates, subsidiaries, ownership and corporate data, as applicable.
- II. Experience of the firm in the provision of similar services within the Task Order category(ies) under consideration, with emphasis on local experience. Briefly describe completed projects in the past five (5) years including firm’s experience in performing/providing professional services for State, County, and Municipal governments. Clients and contact information shall be included.

Indicate the extent of the firm’s involvement, whether as lead, subconsultant or partner in the description column. Recent projects are preferred. Provide this information in table form as follows:

Project Begin and End Date	Client Name	Project Description	Budget Amount (Design and Construction)	Role Prime or Subconsultant	Contact Name/Phone Number

- III. Organizational Chart and Resumes of Key Team Members. Relevant qualifications, experience, and availability of proposed key staff members that may be involved in assignments. Provide a break-down of capabilities by discipline. Include an organizational chart noting specific information regarding key personnel (local number of employees per category), footnoting any specific information regarding key personnel. Resumes may be attached, narrative resumes are preferred, and will count towards the 25-page limit.
- IV. Approach. Provide descriptions of Consultant’s understanding and approach to projects in the categories under consideration. Provide a description of Consultant view of important issues that will be addressed on a typical project. Include methods and processes for addressing such issues.

Provide a description of Consultant’s Quality Assurance/Quality Control processes. Describe the firm’s in-house procedures for ensuring the accuracy and integrity of its services. Include how issues such as schedule management, cost control, and overall quality assurance / quality control of project deliverables are addressed.

- V. Fee Schedule. Consultants shall **submit a separate fee schedule for each Task Order Category with your proposal.** Hourly rates shall be provided for all potential labor categories that will be involved in the provision of professional services for the specific Task Order Category(ies) for which the firm is applying for consideration. All overhead, profit, and direct charges such as, but not limited to document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses, must be rolled into hourly rates. All subconsultant fees shall be billed at rates identified in the fee schedule. Subconsultants' hourly rates shall be included and listed on the same fee schedule as the Prime Consultants. This information will be reviewed as part of the overall proposal.
- VI. Litigation History (Prime Consultant only).
- VII. The Prime Consultants and Subconsultant(s) must execute and submit the *Consultant Affidavit and Agreement*, *Subconsultant Affidavit and Agreement*, if applicable, and *Immigration and Compliance Certification* forms (attached) as part of their proposal.

All questions concerning this RFP shall be submitted, in writing, to Cobb County Procurement Services. **Questions must be received no later than Friday, February 21, 2025, by 12:00 PM (Noon).** All questions must be submitted through the County's eProcurement Portal at (<https://procurement.opengov.com/portal/cobbcoga>).

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

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

Sole responsibility rests with the Consultant to see that their proposals are submitted on time.

Physical, emailed or telegraphic/faxed proposals will not be considered. Unsigned proposals will not be considered.

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

Consultant Representation: Proposals must be submitted by a company official that has authorization to commit company resources and shall contain the firm's full business address. The person(s) who will be responsible for the engineering work shall be a registered Professional Engineer in the State of Georgia. The person(s) who will be responsible for the surveying work shall be a registered Land Surveyor in the State of Georgia. Only appropriate professionals licensed in the

State of Georgia for other service categories shall be responsible for those portions of the work as may be required by law.

SELECTION PROCESS

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

The technical proposals will be evaluated and ranked, with the top-ranked proposers presented to the Board for approval. The evaluation of the technical proposals will be based on the following criteria:

1. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar scope and complexity to the proposed project. **(25 points)**
2. Experience/Performance – Review of past performance on Cobb County projects or other projects of similar scope and complexity as the proposed project, evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years, including for each case, style of the case, parties to the litigation, court in which litigation was filed and civil action number; nature of claims; whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict); and overall responsiveness to County's needs. **(30 points)**
3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. **(30 points)**
4. Availability - Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project, for a three (3) year period. **(10 points)**
5. Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with the Proposal (1 point). **A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.** Finance will notify the selection committee of points to be awarded to the top proposers. Local Vendor Presence (LVP) – to be assigned as bonus points **(3 points)**
 - The Local Vendor Presence Affidavit is attached and will not count toward the page limit.
 - The Local Vendor Presence Affidavit is required only for PRIME Firms located within Cobb County.
 - The LVP program does not apply to projects funded by Federal and State grants or any other grant or funding source that prohibits such. The Local Vendor Presence Affidavit does not need to be submitted for Category D (Transit).
 - The Local Vendor Presence Affidavit shall be submitted, if applicable to the Prime Consultant, for Categories A, B and C.

All information will be considered the property of the County at the time of submission; this is subject to the Open Records Act.

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

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

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

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

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

SUBMITTING PROCEDURES

If your firm is interested in submitting a non-cost technical proposal for this project, please **submit your firm's package through the County's eProcurement portal at (<https://procurement.opengov.com/portal/cobbcoga>) no later than 12:00 p.m (Noon) on February 27, 2025.**

Pre-Proposal Conference **February 18, 2025, 10:00 a.m. (Virtual Meeting)**
(non-mandatory)

Deadline Written Questions **February 21, 2025, 12:00 PM (Noon)**
(<https://procurement.opengov.com/portal/cobbcoga>)

Proposal Submittal **February 27, 2025, 12:00 PM (Noon)**
(<https://procurement.opengov.com/portal/cobbcoga>)

Proposal Opening **February 27, 2025, 2:00 PM**
Cobb County Procurement Services
122 Waddell Street
Marietta, GA 30060

Proposals submitted in excess of twenty-five (25) pages will not be reviewed.

GENERAL TERMS

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

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

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

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

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

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

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

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

Questions must be received no later than Friday, February 21, 2025, by 12:00 PM (Noon).

All questions must be submitted through the County's eProcurement Portal at (<https://procurement.opengov.com/portal/cobbcoga>).

Sincerely,

COBB COUNTY DEPARTMENT OF TRANSPORTATION

A handwritten signature in blue ink, appearing to read 'Drew Raessler', is positioned above the printed name and title.

Drew Raessler, PE
Director

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

PROPOSAL FEE SCHEDULES

(Required To be Completed and Inclusive of Entire Consultant and Subconsultant Team)

**CATEGORY A – TRANSPORTATION PLANNING AND ENVIRONMENTAL SERVICES
DESIGN SERVICES PROPOSAL FEE SCHEDULE**

		Hourly Rates (July 1 – June 30)		
Item No.	Billing Category	2025	2026	2027
1.	Principal-In-Charge			
2.	Project Manager			
3.	Senior Planner			
4.	Staff Planner			
5.	Roadway Engineer			
6.	Senior Traffic Engineer			
7.	Traffic Engineer			
8.	Traffic Technician			
9.	Environmental Scientist			
10.	Senior Environmental Scientist			
11.	Principal Environmental Scientist			
12.	Community Public Outreach Liaison			
13.	Aquatic Surveys Specialist			
14.	Noise Analyst			
15.	Ecologist			
16.	Historic / Cultural Resources Specialist			
17.	Air and Noise Analyst			
18.	CADD Technician			
19.	Landscape Architect			
20.	Clerical			
21.				
22.				
23.				
24.				
25.				
26.				
Other (Specify Title) <i>(use additional sheets if necessary)</i>				

**CATEGORY B – HIGHWAY DESIGN ROADWAY, BRIDGE & SURVEYING
DESIGN SERVICES PROPOSAL FEE SCHEDULE**

		Hourly Rates (July 1 – June 30)		
Item No.	Billing Category	2025	2026	2027
1.	Principal-In-Charge			
2.	Project Manager			
3.	Senior Roadway Engineer			
4.	Roadway Engineer			
5.	Roadway Technician			
6.	Senior Planner			
7.	Senior Traffic Engineer			
8.	Traffic Engineer			
9.	Traffic Technician			
10.	Senior Bridge Engineer			
11.	Bridge Engineer			
12.	Bridge Technician			
13.	CADD Technician			
14.	Clerical			
15.	Principal Surveyor			
16.	Registered Surveyor			
17.	Senior Surveyor			
18.	Surveyor			
19.	2-Person Survey Crew			
20.	3-Person Survey Crew			
21.	GPS Crew			
22.	Landscape Architect			
23.	Senior Geotechnical Engineer			
24.	Geotechnical Engineer			
25.	Drilling Crew / Hour			
26.	Environmental Engineer / Scientist			
Other (Specify Title) <i>(use additional sheets if necessary)</i>				

**CATEGORY C – TRAFFIC ENGINEERING
DESIGN SERVICES PROPOSAL FEE SCHEDULE**

		Hourly Rates (July 1 – June 30)		
Item No.	Billing Category	2025	2026	2027
1.	Principal-In-Charge			
2.	Project Manager			
3.	Senior Traffic Engineer			
4.	Traffic Engineer			
5.	ITS Engineer			
6.	Traffic Technician			
7.	ATMS Technician			
8.	CADD Technician			
9.	System Database Analyst			
10.	Clerical			
11.	Traffic Counts ADT / Each			
12.	Traffic Counts Directional / Each			
13.	Traffic Turning Movement Counts – 4hr /Each			
14.	Traffic Turning Movement Counts – 8hr/Each (3hr AM, 3hr PM, 2hr Midday)			
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24.				
25.				
26.				
Other (Specify Title) <i>(use additional sheets if necessary)</i>				

**CATEGORY D – TRANSIT
PROPOSAL FEE SCHEDULE**

		Hourly Rates (July 1 – June 30)		
Item No.	Billing Category	2025	2026	2027
1..	Principal-In-Charge			
2.	Project Manager			
3.	Senior Planner			
4.	Staff Planner			
5.	Operations Analyst			
6.	Vehicle Specialist			
7.	Facilities Specialist			
8.	Financial Planner			
9.	Regulating Compliance Specialist			
10.	Software Engineer			
11.	Community Public Outreach Liaison			
12.	Public Opinion/Market Research			
13.	Clerical			
14.				
15				
Other (Specify Title) <i>(use additional sheets if necessary)</i>				

Local Vendor Presence Affidavit

(Required To be completed by Prime Consultant only, if applicable, for Categories A, B and C)

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

Company Name

Company Address

Signature of LVP Applicant

Printed Name of LVP Applicant

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

Executed on _____, _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY

My Commission Expires: _____

Signature of Notary

CONSULTANT AFFIDAVIT & AGREEMENT

(Required to be completed for All Categories)

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

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

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

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

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Consultant Name]

Consultant Business Name

Printed Name

Date

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

Notary Public

Commission Expires: _____

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

SUBCONSULTANT AFFIDAVIT & AGREEMENT
(Required to be completed for All Categories)

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

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

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

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subconsultant Name]

Subconsultant Business Name

Printed Name

Date

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

Notary Public
Commission Expires: _____

IMMIGRATION COMPLIANCE CERTIFICATION

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

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

<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 _____, 20____

Notary Public
Commission Expires: _____

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

EXHIBIT F
FTA REQUIRED GENERAL ASSURANCES

(The Following is Required To be Completed for Categories A & D Only)

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CERTIFICATION TO FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)
AFFIRMATION OF THE PROPOSER'S AUTHORIZED REPRESENTATIVE

Name of Proposer:_____

Name and Relationship of Authorized Representative:_____

BY SIGNING BELOW, on behalf of the Proposer, I declare that the Proposer has duly authorized me to make this certification and bind the proposer's compliance. Thus, the Proposer agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses of the Federal Transit Administration (FTA).

The Proposer affirms the truthfulness of this certification it has made, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing United States Department of Transportation (USDOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Proposer are true and correct.

Signature:_____Date:_____

Name (Print)_____

Authorized Representative of Applicant

SPECIAL NOTIFICATION REQUIREMENTS

FTA Master Agreement

Federal grant monies fund this contract, in whole or in part. As such, agencies 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.

INCORPORATION OF FTA TERMS

FTA Circular 4220.1F

The incorporation of FTA terms applies to all contracts. The following provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the 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.

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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq
49 U.S.C. 5307
49 C.F.R. part 31 18 U.S.C. § 1001

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 USDOT 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 the 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 the FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the 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), the 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 and its subconsultants of all tiers will 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 the FTA and its consultants 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 the FTA and its subconsultants access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18

The Federal Changes requirements extend to all third-party contracts and their contracts at every tier and their subcontracts at every tier. The 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 the County and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The Consultant's failure to so comply shall constitute a material breach of this contract.

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 the 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 the 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 the 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 the 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 the 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 the FTA may issue.

ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*
49 C.F.R. part 18

The Energy Policy and Conservation requirements extends to all third-party consultants and their contracts 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.

TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. For all contracts in excess of \$10,000, the Termination clause extends to all third-party consultants and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision)

The County may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the County's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the County to be paid to the Consultant. If the Consultant has any property in its possession belonging to County, the Consultant will account for the same, and dispose of it in the manner the County directs.

Termination for Default [Breach or Cause] (General Provision)

If the Consultant does not perform in accordance with the contract schedule, or if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effective by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Consultant, then the County, after setting up a new delivery of performance schedule, may allow the Consultant to continue work or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The County, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If the Consultant fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by the Consultant of written notice from the County setting forth the nature of said breach or default, then the County shall have the right to terminate the contract without any

further obligation to the Consultant. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against the Consultant and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the County elects to waive its remedies for any breach by the Consultant of any covenant, term, or condition of this contract, such waiver by the County shall not limit the County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Supplies and Service)

If the Consultant fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Consultant fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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 the County.

Termination for Convenience or Default (Cost-Type Contracts)

The County may terminate this contract, or any portion of it, by serving a Notice of Termination on the Consultant. The notice shall state whether the termination is for convenience of the County or for the default of the Consultant. If the termination is for default, the notice shall state the manner in which the Consultant has failed to perform the requirements of the contract. The Consultant shall account for any property in its possession owned by the County, or property supplied to the Consultant by the County. If the termination is for default, the County may fix the fee, if the contract provides for a fee, to be paid to the Consultant in proportion to the value, if any, of work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the County and the parties shall negotiate the termination settlement to be paid to the Consultant.

If the termination is for the convenience of the County, the Consultant shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the County determines that the Consultant has an excusable reason for not performing, such as strike, fire, flood, or events which are not the fault of and are beyond the control of the Consultant, then the County, after setting up a new work schedule, may allow the Consultant to continue work or treat the termination as a Termination for Convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

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

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

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

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. The Breaches and Dispute Resolutions requirements flow down to all third-party contracts and their subcontracts at every tier.

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 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 the County, the 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 its employees, agents or others for whose acts it 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.

LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____ Signature of Consultant's Authorized Official

_____ Name and Title of Consultant's Authorized Official

_____ Date

**COBB COUNTY DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF CONSULTANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The Consultant must complete the following two certification statements. The Consultant must indicate its current status as it relates to tax delinquency and felony conviction by inserting an X in the space following the applicable response. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is (____) is not (____) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is (____) is not (____) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The undersigned is authorized to execute this certification on behalf of the Consultant and certifies on the Consultant's behalf that the information presented is true and correct.

Signature and Title of Authorized Official

Date

CLEAN AIR

42 U.S.C. 7401 *et seq*
40 CFR 15.61
49 CFR Part 18

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

1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
2. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

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

1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
2. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

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AMERICANS WITH DISABILITIES (ADA) ACCESS

49 USC 5301(d)

The ADA Access Requirements extend to all third-party consultants and their contracts at every tier.

The Consultant shall comply with 49 USC 5301, stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Consultant shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990, as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 USC 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent the FTA approves otherwise in writing. Among those regulations and directive:

1. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37
2. USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance," 49 CFR Part 27
3. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38
4. US DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35
5. US DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36
6. US General Services Administration (S GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19
7. US EEOC "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630
8. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F
9. US ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609 and
11. Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
 - a. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC 4541 et seq., and the Public Health Service Act of 1912, as amended, 42 USC 290dd through 290dd-2, and any amendments thereto.
 - b. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the Policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 USC 2000d-1 note, and follow applicable provisions of US DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
 - c. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and

Low-Income Populations,” 42 USC 4321 note; and USDOT Order 5620.3. “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377 et seq., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

- d. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

The DBE contracting requirements flow down to all third-party contracts and their subcontracts at every tier. It is the County's and prime's responsibility to ensure the DBE requirements are applied across the board to all Subrecipients, Consultants, and Subconsultants. Should a Consultant fail to comply with the DBE regulations, the 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 USDOT-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 USDOT-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:

- (i) Withholding monthly progress payments;
- (ii) Assessing sanctions;
- (iii) Liquidated damages; and/or
- (iv) 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 Subconsultants for satisfactory performance of their contracts no later than 10 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 use 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 USDOT that DBEs, as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in USDOT-assisted contracts. It is also the policy of the County to:

1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-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 DBEs;
5. Help remove barriers to the participation of DBEs in USDOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Consultant must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The County shall make all determinations with regard to whether or not a Proposer is in compliance with the requirements stated herein. In assessing compliance, the County may consider during its review of the Proposer's submission package, the Proposer's documented history of non-compliance with DBE requirements on previous contracts with the County.

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

For the purpose of this Contract, the County will accept only DBEs who are certified, at the time of bid opening, by the Georgia Department of Transportation (GDOT) Georgia Unified Certification Program (GUCP).

DBE Participation Goal

The DBE participation goal for this contract reflects the Cobb County Department of Transportation **overall goal for Disadvantaged Business Enterprises (DBE) participation in USDOT assisted projects of 7%.**

This goal represents those elements of work under this Contract performed by qualified DBEs for amounts totaling **not less than 7%** of the total Contract price; or sufficient documentation of good faith efforts to meet this overall goal at a lower participation rate.

Submission

Each Consultant shall supply the following information:

1. A list of those qualified DBEs with whom the Consultant 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 Consultant has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. The Consultant 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**.
3. An original **DBE Affidavit** (attached) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts - 49 C.F.R. § 26.53(b) (2) (VI)

If the Consultant is unable to meet the DBE Participation Goal set forth above, the County will consider the Consultant'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 Consultant's good faith efforts include, but are not limited to, the following:

1. Documented communication with the County's DBE Coordinator;
2. The Consultant'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 DBEs to respond to the solicitation;
3. Written notification to DBEs encouraging participation in the proposed Contract; and/or
4. Efforts made to identify specific portions of the work that might be performed by DBEs.

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

1. The names, addresses, and telephone numbers of DBEs that were contacted;
2. A description of the information provided to targeted DBEs regarding the specifications and bid proposals for

- portions of the work;
3. Efforts made to assist DBEs contacted in obtaining bonding or insurance required by the Consultant.

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. In determining whether a Consultant has made good faith efforts, the County may take into account the performance of other Consultants in meeting the Contract goals. For example, if the apparent successful Consultant failed to meet the goal but meets or exceeds the average DBE participation obtained by other Consultants, the County may view this as evidence of the Consultant 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 Consultant may request administrative reconsideration. The Consultant should make this request in writing to the County's DBE Coordinator. The DBE Coordinator will forward the Consultant's request to a reconsideration official who will not have played any role in the original determination that the Consultant did not document sufficient good faith efforts.

As part of this reconsideration, the Consultant 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 Consultant 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 Consultant a written decision on its reconsideration, explaining the basis for finding that the Consultant 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 USDOT.

Termination of DBE Subconsultant

The Consultant shall not terminate the DBE subconsultant(s) listed in the **DBE Participation Schedule** (included) 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 Contract 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/or
2. Termination or cancellation of the Contract, in whole or in part, unless the successful Consultant is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

Continued Compliance

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

1. DBE utilization established for the Contract;
2. Total value of expenditures with DBE firms for the 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 successful Proposer 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 Georgia Archives Government Agencies Section located at: https://www.georgiaarchives.org/records/agency_view/102; item 0484-09-001A, B, and C Equal Employment Opportunity Files.

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DBE PARTICIPATION SCHEDULE

The Proposer shall complete the following information for all DBE's participating in the contract that comprises the DBE goal stated below. 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.

BIDDER/OFFEROR'S COMPANY NAME:	
Contract No.	PROJECT NAME
Cobb County No.	
OPENING DATE:	TOTAL BID:
THE DBE GOAL ON THIS CONTRACT IS: 7.00%	
I PROPOSE TO UTILIZE THE FOLLOWING DBE CONSULTANTS:	

Name and Address	Contact Name and Telephone Number	Participation Percent	Description of Work	Race and Gender of Firm

LETTER OF INTENT
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/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 Consultant ☐ Subconsultant ☐ Joint Venture
☐ Manufacturer ☐ Supplier

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

The bidder/offeror 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.

PROMPT PAYMENT

Prime Consultants who sublet a portion of their work shall pay their Subconsultants for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them by the County.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the County.

If the Consultant is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

Prime Consultants must maintain records and documents of payments to Subconsultants, including DBEs, for a minimum of three (3) years after Contract Final Acceptance. These records shall be made available for inspection upon request by any authorized representative of the County.

All subcontract agreements shall contain this requirement.