



COBB COUNTY DEPARTMENT OF TRANSPORTATION

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

REQUEST FOR PROPOSALS

Date: August 28, 2026

To: Qualified Engineering Consulting Firms

**Re: Request for Proposals for Engineering Consulting Services
Project Name: SS4A Multi-Corridor Safety Improvement Project
Cobb County Project No. B2460**

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

Competitive Negotiations, as defined in the Cobb County *Policy for the Procurement of Professional Services*, will be used to select the highest qualified consultant submitting a proposal for this project. A copy of the Procurement Policy can be found on the Cobb County DOT web site at <https://www.cobbcounty.gov/transportation/transportation-policies-permitting/transportation-procurement-bidding>

This project will be funded Federal and Local funds. Accordingly, the successful proposer will be required to comply with all applicable State and Federal rules and regulations, as well as those of Cobb County.

All engineering services shall be in accordance with all applicable guidelines of the American Association of State Highway and Transportation Officials (AASHTO), Georgia Department of Transportation (GDOT) Standard Specifications for the Construction of Transportation Systems, Project Schedules, Plan Development Review Process, and Plan Presentation Guidelines, Cobb Department of Transportation (Cobb DOT) Pre-Construction Process and Procedures Manual, and all other applicable Cobb DOT guidelines.

PREQUALIFICATION CRITERIA

All Consultants, including subconsultants, should be pre-qualified with GDOT OR Cobb DOT. Prequalification with GDOT is accepted as prequalification with Cobb DOT, and no additional submission is necessary. Firms that do not have GDOT prequalification are required to be prequalified with Cobb DOT, or must obtain the Cobb DOT prequalification prior to contract award but not prior to proposal submittal.

All project deliverables must be submitted to Cobb DOT for review and approval. Cobb DOT will coordinate all submittals to the Federal Highway Administration (FHWA).

Prime Consultant – Area Class Required:

- 3.01 - Rural Roadway Design
- 3.02 – Urban Roadway Design
- 3.13 – Bicycles and Pedestrians Facility Design

Prime Consultant and/or Subconsultant – Area Class Required:

- 1.06 (a) NEPA Documentation
- 1.06 (b) History
- 1.06 (c) Air Studies
- 1.06 (d) Noise Studies
- 1.06 (e) Ecology
- 1.06 (f) Archaeology
- 1.06 (g) Freshwater Aquatic Surveys
- 1.06 (h) Bat Surveys
- 1.07 Attitude, Opinion, and Community Value Studies
- 3.06 Traffic Operations Studies
- 3.07 Traffic Operations Design
- 3.12 Hydraulic and Hydrological Studies (Roadway)

PROJECT COMMUNICATION RESTRICTION

Consultants shall not communicate or request information about this project 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.

PROJECT LIMITS AND OVERVIEW

In 2023, the County completed a Comprehensive Safety Action Plan (SAP) aimed at eliminating traffic-related fatalities and serious injuries. The Cobb County Board of Commissioners adopted a resolution committing to a safety goal of zero deaths and serious injuries on public roads and a five percent annual reduction target for all safety performance measures. On average, more than 600 people die or are seriously injured in traffic-related incidents in Cobb County each year. The SAP identified priority corridors with greater concentrations of serious injury and fatal crashes, such as Pat Mell Road and Windy Hill Road, which are included in the proposed project limits. More information regarding the SAP can be found on the County website at:

<https://www.cobbcounty.gov/transportation/traffic/traffic-safety-education>

The proposed project will deliver multi-corridor safety improvements on Pat Mell Road, Windy Hill Road, and Olive Springs Road to reduce fatal and serious injury crashes. Between 2018 and 2022, there were 1,495 crashes on the corridor, resulting in four fatalities and 37 serious injuries. The project will deploy FHWA's Proven Safety Countermeasures including signal backplates with retroreflective borders; protected-only left turns and flashing yellow arrows; a roundabout conversion at a key unsignalized intersection; and pedestrian infrastructure such as rectangular rapid-flashing beacons, refuge islands, lighting, and sidewalks. These actions will target prevalent crash types, including 981 intersection crashes, 149 nighttime crashes, and 25 bicyclist and pedestrian crashes. Based on crash modification factors, expected outcomes include substantive

reductions in intersection, pedestrian, and nighttime crashes and safer walking and bicycling connectivity across the high-injury network.

The Project limits include:

Pat Mell Road (Austell Road/SR 5 to South Cobb Drive/SR 280)

Windy Hill Road (Austell Road/SR 5 to Benson Poole Road)

Olive Springs Road (Austell Road/SR 5 to Windy Hill Road)

See attached Location Map

GENERAL SCOPE OF SERVICE

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

The Consultant services will include:

- A. Survey Database
- B. Concept Phase
- C. Environmental Document (In compliance with FHWA)
- D. Preliminary Design/Plans
- E. Right of Way Design/Plans
- F. Final Design/Plans

The consultant will be responsible for preparing utility plans. However, Cobb DOT's utility coordinator will be responsible for utility coordination/submittals, relocation agreements, and encroachment agreements. Water and sewer work on this project will be coordinated with the Cobb County Water System. Cobb County Water System will be responsible for all design work to their facilities. The consultant will be responsible for incorporating the water and sewer plans into the final construction plan set, and the appropriate pay items and quantities into the detailed estimate and bid documents. The ability to perform water and sewer work is **not** considered in the proposal evaluation process.

Cobb DOT will make available the County Geographic Information System (GIS) data specific to this project for use in developing the concept and design to the successful proposer after the contract for this project is awarded to the successful proposer. Firms desiring to use Cobb County aerial photography in the preparation of their proposals can view and/or print copies of the photography from the online GIS website at <https://geo-cobbcountyga.hub.arcgis.com/>, or can purchase the data from the Cobb County GIS Core Group.

PROPOSAL FORMAT

The technical proposal shall include the following criteria and listed in the following order:

- 1) STAFFING**
- 2) EXPERIENCE AND PERFORMANCE**
- 3) APPROACH**
- 4) AVAILABILITY**
- 5) FINANCIAL STABILITY**

Please see the **Evaluation Criteria** section of this RFP for information to be included for each of these criteria areas.

Additionally, all issued addendums shall be acknowledged with the addendum acknowledgement form signed and submitted with the proposal.

The technical proposal shall be limited to twenty (20) pages. Cover letter, resumes, promotional information, drawings or illustrations (i.e. typical sections), maps, reference letters, proposed concepts, pictures, project information sheets, litigation history, etc. will be considered part of the twenty (20) page limit. **Proposals submitted in excess of twenty (20) pages will not be reviewed.** The following items do not count toward the page limit: Proposal Cover, Table of Contents, Dividers, Financial Stability Information, GDOT Pre-Qualification Notifications, Consultant Affidavit & Agreement, Subconsultant Affidavit & Agreement, and Immigration Compliance Certification.

Litigation History is only required for the Prime Firm.

SUBMITTING PROCEDURES

All proposals, including any revisions and addendums, shall be submitted through the County's Procurement portal. Hard copies are no longer received. **DO NOT DELIVER PROPOSAL TO THE COBB COUNTY DEPARTMENT OF TRANSPORTATION or COBB COUNTY PROCURMENT SERVCIES OFFICES.**

Pre-Proposal Conference (non-mandatory)

To be held at 9:00 a.m. on September 9, 2026, via Microsoft Teams

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/291026818174791?p=rANWSC0SIVuakBJsgj>

Meeting ID: 291 026 818 174 791

Passcode: Jf72kf37

Proposal Due Date: September 24, 2026, 12:00 Noon

Proposals shall be submitted through the eProcurement portal on the Cobb County Procurement Services' website <https://procurement.opengov.com/portal/cobbcoga>

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

Deadline for Questions September 18, 2026, 2026 at 5:00 p.m.

Proposals submitted after the 12:00 Noon deadline shall be considered non-responsive and will not be opened

EVALUATION CRITERIA

The technical proposals will be evaluated and ranked, with the three top-ranked proposals presented to the Board of Commissioners for approval for the Cobb County Department of Transportation to negotiate the final scope of services and fee with the Consultant submitting the top-ranked proposal. 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 nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years, including for each case: style of the case, parties to the litigation, court in which litigation was filed, and civil action number; nature of claims; whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict); overall responsiveness to County's needs. **(25 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. **(35 points)**
4. Availability **(10 points)**
 - (a) Availability
Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County
5. Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with the Proposal (1 point). A maximum of 5 points may be awarded. Finance will notify the selection committee of points to be awarded to the top proposers. **(5 points)**

The Proposer is to submit the following ratios (accompanied by a letter from a CPA verifying review of financial ratios), which will be used to rank Financial Stability:

Financial Evaluation of Bidder			
Liquidity Ratios			
Current Ratio			Current Assets/ Current Liabilities
Cash Ratio		1	Cash and Cash Equivalents / Current Liabilities
Financial Leverage Ratios			
Debt Ratio			Long Term Debt / Total Assets
Debt to Equity Ratio		2	Long Term Debt / Total Equity
Profitability Ratios			
Return on Assets			Net Income / Total Assets
Return on Equity		1	Net Income / Total Equity
Audited or Reviewed		1	
Total Points		5	

If the Proposer provides a performance bond, the five (5) points associated with Financial Stability will automatically be awarded.

If the top proposer receives two (2) points or less the County will hold 10% retainage until the project is 50% complete, 5% retainage until the project is 90% complete, and 2.5% retainage until the project is 100% complete. Vendors may submit their financials in a separate sealed envelope but that does not exempt the financials from public disclosure. All documents will be available for public inspection after the contract has been awarded.

GENERAL TERMS

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

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

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

- B. PROHIBITION AGAINST CONTINGENT FEES – The Consultant warrants that the Consultant nor the Consultant's Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the consultant or Subcontractor(s) to solicit or secure this Agreement and that the Consultant nor the Consultant's Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or the Consultant's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- C. CERTIFICATION OF SUBCONTRACTORS. The Consultant shall require each of the Consultant's Subcontractor(s) to sign a statement certifying to and agreeing to comply with the terms and conditions of A. and B. above. Such signed statements shall be on forms provided by the County. The Consultant shall return such executed forms to the County and they shall be incorporated in and become a part of the Agreement. No compensation shall be payable to the Consultant until executed certifications are received by the County for all of the Consultant's Subcontractors.

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

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

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

Cobb County reserves the right to reject any or all proposals submitted, or, where it may serve the best interest of the County, to request additional information or clarification from proposers. The County, in its sole discretion, also reserves the right to waive any informalities or technicalities relative to any and all proposals. At the County's discretion, presentations may be requested as

part of the evaluation process. The County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether the proposal is selected.

There is no expressed or implied obligation for Cobb County to reimburse any firm for any expense incurred in preparing or presenting a proposal in response to this request for proposals. Any questions must be received no later than August 24, 2026. All questions should be sent via email to <https://procurement.opengov.com/portal/cobbcoga>

Sincerely,

COBB COUNTY DEPARTMENT OF TRANSPORTATION

Ligia C. Florim

Ligia C. Florim, PE
Pre-Construction Engineer

MF/PR

Attachments:

Project Location Map
EXHIBIT I – Georgia Security & Immigration Compliance Act
EXHIBIT II – Consultant Affidavit and Agreement
EXHIBIT III – Subconsultant Affidavit and Agreement
EXHIBIT IV – FTA Federal Clauses

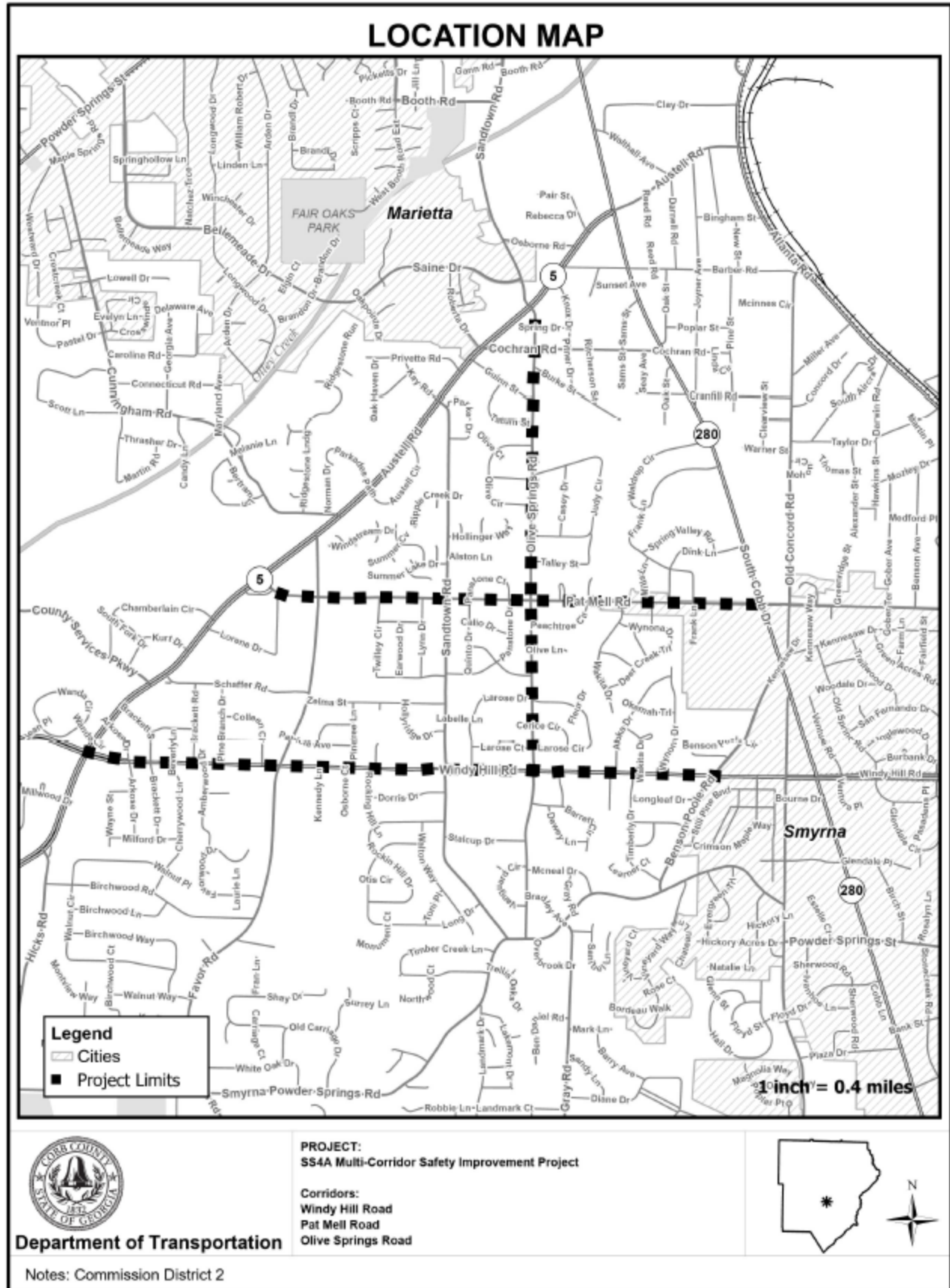


EXHIBIT I

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

1. Consultant acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300- 10-1-.02, and:
 - A. That affidavits in the form attached to this Agreement be executed from Consultant (and any subconsultants, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the Contract and/or subcontracts;
 - B. That the Consultant (or any subconsultant, regardless of tier) notify the County within five (5) business days of entering into a contract or other contract for hire with any subconsultant(s), regardless of tier;
 - C. That the Consultant be responsible for obtaining and providing to the County the "Subconsultant Affidavit & Agreement" required in the form attached to this Agreement from each subconsultant, regardless of tier, employed or retained for work under the Contract prior to the commencement of any work under the Contract or any subcontract;
 - D. That County reserves the right to dismiss, or require the dismissal of, any Consultant or subconsultant for failing to provide the required affidavit and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s);
 - E. That Consultant and/or subconsultant retaining any other subconsultant to perform services under the contract provide legal notice to any subconsultant of the requirements of Cobb County for immigration compliance and further provide notice that the County reserves the right to require the Consultant to dismiss, or require the dismissal of, any Consultant or subconsultant for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s);
 - F. That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the Contract) shall constitute a material breach of the Contract and shall entitle the County to require the dismissal of any subconsultant or sub/subconsultant (irrespective of tier) for failing to fully comply with these requirements or entitle the County to terminate Consultant; and
 - G. That upon notice of a material breach of these provisions, Consultant (or subconsultant, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the Contract, the requirement that a subconsultant be dismissed from performing work under the Contract, and any and all damages permissible by law.

FORM ATTACHMENTS:

1. **CONSULTANT AFFIDAVIT & AGREEMENT;**
2. **SUBCONSULTANT AFFIDAVIT & AGREEMENT (if applicable)**

EXHIBIT II

CONSULTANT AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned Consultant verifies 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 Contract 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 prior to the commencement of any work under the contract/Contract;
- (3) 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;
- (4) 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
- (5) 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

Business Name

Printed Name

Date

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

Notary Public Commission Expires: _____

EXHIBIT III

SUBCONSULTANT AFFIDAVIT & AGREEMENT

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 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 undersigned subconsultant will:

- (1) Notify the County within five business days of entering into a contract or Contract 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 form prior to the commencement of any work under the contract/Contract;
- (3) 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;
- (4) 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
- (5) 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
[Subconsultant Name]

Subconsultant Business Name

Printed Name

Date

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

Notary Public Commission Expires: _____

EXHIBIT IV

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***INDICATES REQUIRED DOCUMENTS THAT MUST BE SUBMITTED WITH PROPOSAL TO
BE CONSIDERED RESPONSIVE**

DOMESTIC PREFERENCES FOR PROCUREMENTS

49 U.S.C. § 5323
49 CFR Part 661
2 CFR Part 184

Except as the Federal Government determines otherwise in writing, the Consultant agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

1. Buy America – The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);
2. Build America, Buy America Act – Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of §70914(a) nor a finding under § 70914 (b). In accordance with 2 CFR § 1894.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.
3. Uniform Administrative Requirements – Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Project," 2 CFR Part 184, as described in this Master Agreement shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."

PROCUREMENT OF RECOVERED MATERIALS

40 C.F.R. 247
2 C.F.R. 200.323

The Consultant should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. The requirements of this section extend to all third-party consultants and their contracts at every tier.

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, as amended, 42 U.S.C. § 6321, *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

TERMINATION

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

All contracts must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. For all contracts, 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 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 effected 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, events which are not the fault of or are beyond the control of the Consultant, 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 Consultant fails to remedy to County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Consultant of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Consultant and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

If the termination is for the convenience of 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, events which are not the fault of and are beyond the control of the Consultant, 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.

NOTIFICATION OF FRAUD, WASTE, ABUSE, OR MISCONDUCT

31 U.S.C. § 3729 et seq.

If a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the County is located. The County must include a similar notification requirement in its Consultant Agreements and must require each Consultant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§ 180.220 and 1200.220.

Additional Notice to U.S. DOT Inspector General – The County must promptly notify the U.S. Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located, if the County has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the County and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party participant of the County. It also applies to subconsultants at any tier. Knowledge, as used in this paragraph, includes, but is not limited to knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal

indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the County. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

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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 (H)
Executive Orders 12549 and 12689

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

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

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

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

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1G

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 Department of Transportation, Transportation Division Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Transportation Division Manager. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Division Manager shall be binding upon the Consultant and the Consultant shall abide by the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of 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 or damage.

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

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

LOBBYING RESTRICTIONS

31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (I)
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**

DOT Order 4200.6
Master Agreement 33 § 4(g)

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 U.S. 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

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.

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. 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 (ADA), 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 FTA approves otherwise in writing. Among those regulations and directives:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37
2. U.S. DOT 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 DOT 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

Consultants are subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation of Disadvantaged Business Enterprises in the Department of Transportation's Equal Employment Opportunity (EEO) Office. The Cobb County Department of Transportation strongly encourages Disadvantaged business Enterprise Participation (DBE-Neutral and DBE-Conscious) and Small Business Participation (SBP) in all USDOT assisted contracts. No DBE Participation or small Business reports are currently required; however, this is subject to change at the County's discretion.

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.