



**Request for Qualifications**

**For**

***Construction Engineering and Inspection Services***

**RFQ NUMBER 19-117**

**CLOSING DATE: May 17, 2019 – 2:00 PM EST**

**State Road and Tollway Authority  
245 Peachtree Center Ave.  
Suite-2200  
Atlanta, Georgia 30303**



**Construction Engineering and Inspection Services  
for the  
State Road and Tollway Authority**

**Instructions:**

**All spaces below, as well as the documents referenced in Part 1, Section 9 are to be filled in with signatures supplied where indicated. Failure to sign a document as required may render your qualifications submission invalid.**

**QUALIFICATIONS OF:**

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State and Zip Code:** \_\_\_\_\_

**SUBMIT STATEMENT OF QUALIFICATIONS TO:**

STATE ROAD AND TOLLWAY AUTHORITY  
John Henderson, Procurement Specialist  
245 Peachtree Center Ave.  
Suite 2200  
Atlanta, Georgia 30303



## 1.0 Introduction

### 1.1 Purpose of Procurement

The State Road and Tollway Authority (SRTA) hereby requests Statements of Qualifications (SOQ) from qualified firms, herein called Consultant, to provide on-call construction management and administration, inspection and materials testing services. All respondents to this Request-For-Qualifications (RFQ) shall be pre-qualified with the Georgia Department of Transportation (GDOT) under the Area Class 8.01 – Construction Engineering and Supervision.

The awarded Consultant is required to maintain an active and valid pre-qualification with GDOT throughout the duration of the Contract. The Consultant shall notify SRTA immediately of any lapse in their pre-qualification with GDOT. At SRTA's discretion, such lapse might constitute grounds for the cancellation or suspension of the Contract. Firms who wish to respond to this RFQ and have not been pre-qualified by GDOT may find the pre-qualification information and application here: <http://www.dot.ga.gov/PartnerSmart/Business/Prequalification/Documents/Consultants/PrequalificationApplication.pdf>.

The services to be performed shall generally fall into the following National Institute of Government Purchasing (NIGP) commodity code:

- 91831 – Construction Consulting
- 92536 – Engineering Services
- 92555 – General Engineering Inspection

All respondents to this RFQ are subject to the instructions communicated in this document and are cautioned to review the entire RFQ and carefully follow the instructions herein.

RFQ's will be accepted until **2:00PM (EST), May 17, 2019**. Instructions for requesting a copy of the RFQ document can be found on the SRTA website at <http://www.srta.ga.gov/doing-business-with-us/>.

SRTA reserves the right to reject any or all statements of qualifications, and to waive technicalities and informalities at the discretion of SRTA.

### 1.2 Overview of SRTA

SRTA is a state-level, independent authority created by the Georgia General Assembly to operate tolled facilities within the State. SRTA is a state-level, independent authority created by the Georgia General Assembly to operate tolled facilities and certain transit services within the state of Georgia. SRTA also serves as a financing arm for transportation projects across the state. SRTA's Mission is "Connecting people, jobs, and communities through preferred mobility options and innovative solutions." SRTA's vision is to be an integral component of Georgia's mobility network and a national leader for innovative transportation. SRTA's core values are integrity, innovation, collaboration, customer focus, and diversity. SRTA's electronic pre-paid toll account program is known as Peach Pass (formerly Cruise Card). Additional information on SRTA can be found by visiting <https://www.srta.ga.gov/>

### 1.3 Type and Term of Contract

SRTA anticipated awarding one (1) on-call Indefinite Delivery, Indefinite Quantity (IDIQ) contract to be awarded to one (1) firm. SRTA anticipates that the contract compensation methods will be firm fixed price and/or cost plus fixed fee, as appropriate. The Contract to be awarded by SRTA shall be from the effective date and shall continue until June 30, 2024 (“Initial Term”) with up to five (5) renewal options of one (1) year each (Renewal Term). The renewal of the Contract shall be at the sole discretion of SRTA. All extensions or renewals shall be made in writing and executed by both parties prior to the contract expiration date.

### 1.4 Solicitation Schedule

The Schedule of Events set out herein represents SRTA’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the Statement of Qualifications Submission Deadline, is delayed, the Schedule of Events may be shifted as appropriate and at SRTA’s discretion. Any changes to the Schedule of Events up to the Statement of Qualifications Submission Deadline will be posted to the SRTA website at <https://www.srta.ga.gov/procurement/>. After the Statement of Qualifications Submission Deadline, SRTA reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the Contract term on an as needed basis with or without notice.

Release RFQ	April 17, 2019
Deadline for Written Questions	April 30, 2019, 2PM EST
Responses to Written Questions	May 6, 2019
Statement of Qualifications Submission Deadline	May 17, 2019, 2PM EST
Notification to Shortlisted Firms	May 27, 2019
Notice of Intent to Award	June 19, 2019
Notice of Contract Award	July 1, 2019

### 1.5 Restrictions on Communicating with Staff

From the issue date of this RFQ until the results are announced (or the RFQ is officially cancelled), suppliers are not allowed to communicate for any reason with any SRTA staff or members of the SRTA Board of Directors regarding this procurement except through the Issuing Officer named herein, or as defined in this RFQ or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. SRTA reserves the right to reject the response of any supplier violating this provision.

### 1.6 SRTA Contact Information and Location for Submission of Qualifications

All inquiries, offers, submissions, and/or other correspondence regarding this solicitation (excluding protests submitted in accordance with Part 1, Section 2.7 below) must be directed in writing to:

John Henderson, Issuing Officer  
State Road and Tollway Authority

245 Peachtree Center Avenue NE, Suite 2200

Atlanta, GA 30303

E-mail: [jhenderson@srta.ga.gov](mailto:jhenderson@srta.ga.gov)

All envelopes, packages, and/or boxes (including all envelopes, packages, and/or boxes submitted within a larger envelope, package, or box) containing a proposal on USB drive must be clearly marked with the following identifier on the outside of the envelope, package or box:

“Statement of Qualifications in response to SRТА Solicitation No. 19-117:  
RFQ for Construction Engineering and Inspection Services—May 17, 2019, 2:00pm EST  
ATTN: John Henderson  
To be opened by addressee only.”

Failure to clearly mark all envelopes, packages, and/or boxes as specified may result in the proposal being discovered and/or opened late. SRТА is not responsible for proposals discovered and/or opened late due to Proposer’s failure to mark the proposal as specified. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to SRТА by the specified date and time. SRТА is not responsible for late or lost deliveries by the U.S. Postal Service or private courier/delivery services.

## 2.0 General Information and Instructions

### 2.1 Deadline for Submission of Qualifications

Qualifications submitted in response to SRТА Solicitation No. 19-117 must be received by SRТА no later than 2pm EST on the Statement of Qualifications Submission Deadline to ensure that they are evaluated for contract award by the Qualifications Evaluation Committee for this procurement. Qualifications submissions received after the Statement of Qualifications Submission Deadline will not be evaluated.

### 2.2 Format of Qualifications Submission

Qualifications submitted via fax or e-mail will not be accepted. Submitting firms must provide five (5) hard copies, with one (1) marked “Original” with original signatures, as well as one (1), identical electronic copy. The electronic copy, submitted on a USB drive, must be submitted in Portable Document Format (PDF), Microsoft Word, and/or Microsoft Excel formats. The USB drive shall contain electronic file copies of all complete, signed Offer Documents that are submitted in paper copy format. In the event of a discrepancy between the Original hard copy and the electronic copy, the Original hard copy shall control.

All qualifications submissions must be prepared and submitted in accordance with the submission format and content requirements specified in the RFQ. Qualification submissions must be typed. The included required forms may be completed by using the free Adobe Reader software available at <http://get.adobe.com/reader/>. As a condition of submission responsiveness, all Offer Documents that require the signature of an authorized representative of the submitted firm must be signed. Any Contract award made as a result of this solicitation shall bind the successful firm to all of the terms, conditions, and specifications set forth in this RFQ.

Use caution in creating electronic files to be included on the USB drive. **If SRТА is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier’s response may be considered incomplete and disqualified from further consideration.** In the event of a conflict between the electronic copy and the hard copy, the “Original” hard copy shall control.

### 2.3 Submitting Questions

All questions concerning this RFQ must be submitted in writing (defined as being sent or received via letter on official firm/agency letterhead or by electronic mail) to the Issuing Officer identified in Section 1.6 Official Issuing Officer of this RFQ by the Deadline for Written Questions. No questions other than written will be accepted. Responses are for information purposes only; no response other than written responses that result in a formal addendum to this solicitation document will be binding upon SRTA. Submitting firms are cautioned that the SRTA may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFQ must be submitted in the following format:

Company Name

Question #1 Question, Citation of relevant section of the RFQ

Question #2 Question, Citation of the relevant section of the RFQ

Submitting firms shall review SRTA's attached Contract and submit any and all questions, clarifications and recommendations to the Issuing Officer by the Deadline for Written Questions. Requests that materially change the terms or the requirements of the Contract as determined by the SRTA, in its sole discretion, will be rejected. Requests that grant the submitting firm an impermissible competitive advantage, as determined by SRTA, in its sole discretion, will be rejected. Requests will only be considered if submitted prior to the deadline for submitting written questions as defined by the Solicitation Schedule. Should there be any changes made to the Contract as a result of requests received, SRTA shall post a Final Contract via formal addendum to the RFQ. Absent the issuance of a formal addendum containing a Final Contract, submitting firms should plan on the Contract terms and conditions as attached hereto as Part 3-Contract.

SRTA shall post its answers to all written questions received on the SRTA website on or before Response to Written Questions date noted in the Solicitation Schedule. It is the sole responsibility of the Proposer to make itself aware of SRTA's responses to written questions the Proposer has submitted. Responses to questions are provided as information only and do not in any way alter the contents of the Solicitation inclusive of the Scope of Services and the remainder of the RFQ documents. Revisions to the Solicitation shall be made only via formally issued amendments (i.e. Addenda). Only such written addenda shall constitute revisions to the Solicitation that are binding upon SRTA.

## **2.2 SRTA's Right to Request Additional Information – Contractor Responsibility**

Prior to finalizing the list of qualified contractors, SRTA must be assured that the selected contractor has all of the resources to successfully perform under any future contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the SRTA, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the SRTA is unable to assure itself of the contractor's qualifications and resources, the SRTA has the option of requesting from the contractor any information deemed necessary to determine the submitting firm's responsibility. If such information is required, the submitting firm will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

## **2.3 Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFQ will not be considered. Responses must be complete in all respects, as required in each section of this RFQ.

## **2.4 Rejection of Contractor's Response; SRTA's Right to Waive Immaterial Deviation**

SRTA reserves the right to reject any or all responses, to waive any irregularity or informality in a contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of

the SRTA. It is also within the right of the SRTA to reject responses **that do not contain all elements and information requested in this RFQ**. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFQ requirements, which determination will be made by the SRTA on a case-by-case basis.

## **2.5 SRTA's Right to Amend and/or Cancel the RFQ**

The SRTA reserves the right to amend this RFQ prior to the Qualifications Submission Due Date and time. Amendments will be made in writing and publicly posted as one or more addenda to the Georgia Procurement Registry and the SRTA websites. EACH SUBMITTING FIRM IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUBMITTING FIRM'S RESPONSES. ALL SUBMITTING FIRMS ARE ENCOURAGED TO FREQUENTLY CHECK THE SRTA WEBSITE OR THE GPR WEBSITE FOR ADDITIONAL INFORMATION. Finally, SRTA reserves the right to cancel this RFQ at any time.

## **2.6 Protest Process**

Contractors should familiarize themselves with the procedures set forth on the SRTA website <https://www.srta.ga.gov/wp-content/uploads/2018/05/FY-2018-Procurement-Policy-and-Procedure-Manual.pdf>.

## **2.7 Costs for Preparing Responses**

Each contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the submitting firm. SRTA will not provide reimbursement for such costs.

## **2.8 ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Submitting firms should contact the Issuing Officer at least one day in advance if they require special arrangements. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

## **2.9 Registered Lobbyist**

By submitting a response to this RFQ, the submitting firm hereby certifies that the submitting firm and its lobbyists are in compliance with the State of Georgia Lobbyist Registration Requirements.

## **3.0 Submittal Instructions**

This portion of the RFQ provides instructions regarding the process of reviewing the RFQ, preparing a response to the RFQ and submitting a response to the RFQ.

Statements of Qualifications must be submitted in accordance with the instructions provided in Section 3.0-Submittal Instructions and must be organized and categorized as outlined below and be responsible to all requested information.

### **3.1 Organization of the Statement of Qualifications Submission**

Submitting firms shall provide organize the Statement of Qualifications submission in the order listed below. Each section shall be labeled using the corresponding section numbers of the RFQ so that SRTA can easily

navigate the submitting firm's response. Submitting firms shall proofread the Statement of Qualifications submissions and ensure that the submissions are accurate and readily understandable. Submitting firms shall use the heading and subheading provided in **bold text** below to appropriately label each section of its submission.

**3.1.1. Cover Page**- Each submittal must include the cover page provided as page 2 of this document. The cover page must be completed and include the submitting firm's name full legal name and address.

**3.1.2. Offer Documents**- Each submittal must include all Offer Documents #1-14 as listed in Section 8 of this RFQ. All offer documents must be fully completed, signed by an authorized representative of the firm, and notarized, as applicable.

**3.1.3 Mandatory Requirements**- Each submittal must contain a completed Mandatory Requirements Response Form. Each submitting firm must indicate whether it meets the mandatory requirement and provide specific details demonstrating how the firm satisfies each of the mandatory requirements.

**3.1.4 Statement of Qualifications (SOQ)**-Each submitting firm must detail, at minimum, the following information in its

Statement of Qualifications:

- a) **Construction Project Manager or Construction Engineer**-Provide information pertaining to the project manager, including, but not limited to:
  - i. Education
  - ii. Type, number and state(s) where registered (if necessary and applicable)
  - iii. Relevant construction engineering or inspection experience
  - iv. Relevant project management experience, including making day to day workflow decisions for projects of similar size, complexity, scope and function
  - v. Relevant construction engineering and inspection-based training
  - vi. Relevant experience utilizing GDOT specific processes, manual, or guidance specifically referenced in Part 2-Scope of Services of this RFQ
  - vii. Relevant and valid certifications and licenses.

This information is limited to a maximum of two (2) pages.

- b) **Key Team Leaders**- Provide the experience of Key Team Leaders (defined as those individuals who oversee project areas determined as particularly important to each specific project; refer to Category #1-Scope of Services, Section C-Personnel for the list of Key Team Leaders for each project) For each Key Team Leader of the proposed team, provide the following information:
  - i. Education
  - ii. Type, number and state(s) where registered (if necessary and applicable)
  - iii. Relevant construction engineering or inspection experience
  - iv. Relevant project management experience, including making day to day workflow decisions for projects of similar size, complexity, scope and function
  - v. Relevant construction engineering and inspection-based training
  - vi. Relevant experience utilizing GDOT specific processes, manual, or guidance specifically referenced in Part 2-Scope of Services of this RFQ

This information is limited to a maximum of one (1) page per team member. In SRTA's sole discretion, submitting firms who provide more than one (1) page per Key Team Leader identified may be subject to disqualification.



- c) **Key Team Member-** Provide qualifications of one (1) key team member (defined as a team member not included as the Construction Project Manager or a Key Team Leader whose qualifications the submitting firm would like to highlight as essential to the delivery of the scope of services. For the Key Team Member identified, please provide:
- i. Education
  - ii. Type, number and state(s) where registered (if necessary and applicable)
  - iii. Relevant construction engineering or inspection experience
  - iv. Relevant project management experience, including making day to day workflow decisions for projects of similar size, complexity, scope and function
  - v. Relevant construction engineering and inspection-based training
  - vi. Relevant experience utilizing GDOT specific processes, manual, or guidance specifically referenced in Part 2-Scope of Services of this RFQ

This information is limited to a one (1) page maximum.

- d) **Notice of Professional Consultant Qualifications.** Submitting firms shall provide a valid and active Notice of Professional Consultant Qualifications issued by GDOT to the submitting firm. If the submitting firm's pre-qualification with GDOT will expire prior to the anticipated contract award date, the submitting firm must provide documentation indication that the submitting firm has submitted its application for pre-qualification. The submitting firm must have pre-qualification certification from GDOT in order to be considered eligible for contract award. The submitting firm must be pre-qualified by GDOT under the Area Class 8.01—Construction Engineering and Supervision.

There is no page limit for this information.

e) **Additional Resources and Challenges**

- i. **Organizational chart** which identifies the construction project manager, prime, Key Personnel, support personnel, and reporting structure. This chart may be submitted on a 11" X 17" page. This information is limited to one, 11"x17" page.
- ii. **Primary Office** - Identify and discuss the primary office which will be responsible for handling the specific contract and the number and types of staff within the office and how this office could benefit the contract and promote efficiency. This information to be included must be included with the **Narrative on Additional Resource Areas and Ability** required by subsection iii.
- iii. **Narrative on Additional Resource Areas** – Submitting firms shall provide information regarding additional resource areas identified as important to the project, to discuss how the key areas will integrate and work together on the project, to discuss any information which is pertinent to these areas, to provide a narrative regarding how the organization of the team, including the Construction Project Manager and Key Personnel. Submitting firms may discuss the advantages of the team and the abilities of the team members which will assist SRTA in achieving its performance targets. This information is limited to a one (1) page maximum.
- iv. **Identify Additional Resources** – Submitting firms are allowed one (1) page to provide information on additional resources, outside of Construction, the Project Manager, and Key Personnel, providing a brief description of the resource and describe how the additional resources identified will help address construction engineering and inspection, traffic control, and erosion control challenges.

- f) **References.** The Qualifications Evaluation Committee shall use the references provided to evaluate the past performance of the proposed project manager and submitting firm. Submitting firms shall ensure that the contact information provided is accurate and the individual references are can be reached. At SRTA's discretion, other past performance information, including, but not limited to, the submitting firm or submitting firm's subcontractor's performance on projects for other state agencies and authorities may be utilized for purposes of evaluating past performance. This information is limited to a one (1) page maximum. Submitting firms shall provide a minimum of three references.

### 3.2 Statement of Qualifications Response Format

The pages of the qualification submittals must be typed on standard (8-1/2" x 11") paper, except for the organizational chart which may be submitted on 11" x 17" paper. The pages of the qualification submittals must be numbered. A table of contents, with corresponding tabs must be included to identify each section. Responses are limited to the number of pages permitted as outlined in Section 3.1 using a minimum of an 11-point font. Any exhibits, affidavits, or other enclosure information requested may be included in an appendix and will not count toward the page limit. The emphasis of each response to the RFQ must be on completeness, relevance, and clarity of content. **The content of all responses must be categorized and numbered as outlined in Section 3.1.**

### 4.0 Mandatory Requirements

As specified with each requirement listed below, using the Mandatory Requirement Response Form attached to this RFQ, the submitting firm must indicate whether its response meets the individual requirements by indicating either a "YES" or "NO" in the response document. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for consideration, all questions identified as mandatory must be marked "YES" to pass. There may be rare instance in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the supplier's response.

- 4.0.1 The Consultant must have completed at least two (2) consulting services contracts for a federal, state, and/or regional government entity.
- 4.0.2 The Consultant must have been in business for at least five (5) consecutive years.
- 4.0.3 The Consultant must propose a project manager with a minimum of five (5) years' experience in Construction Engineering, and Inspection Services.

### 5.0. Technical Project Approach and Construction Management and Implementation Plan

Upon review of the Statement of Qualification submissions by each responsive firm meeting the mandatory requirements, the Qualifications Evaluation Committee will score each submission in accordance with the Phase 1 criteria outlined in Section 6.2.2-The Selection Process. Based upon the technical scores of the submitting firms, up to three firms may be invited to submit a Technical Project Approach and Construction Management and Implementation Plan.

The Technical Project approach shall include:

- a. Special or unique qualifications for delivering the Scope of Services;
- b. Management and control of projects' schedule and cost and appropriate staff types and levels;
- c. Detailed plan for adjusting resources allocation, if necessitated by a reduced or increased construction work plan;
- d. Firm's detailed approach to assist SRTA in meeting Performance Measures including, but not limited to,

- e. project closeout, and completing construction projects within budget and on schedule;
- f. Firm's recruitment and retention plan;
- g. Types of reviews the firm will conduct to ensure the firm is in compliance with Scope of Services;
- h. Proposed quality control/quality assurance procedures;
- i. Firms detailed internal inspector training program and trainings through GDOT;
- j. Ability to gather resources in the contract area, knowledge of the contract area, and ability to move, balance, and reallocate resources within the contract area;
- k. Ability to manage project from Field Plan Review through project closeout

This information will be limited to a maximum of three (3) pages.

The Construction Management and Implementation Plan for the project shall include, at minimum, those tasks outlined in Section III-Category 1 and Section IV-Category #2 of the Scope of Services as well as the FTA requirements for a project construction phase, which include:

- a. Construction Schedule Control Plan
- b. Document Control and Records Keeping Plan
- c. Quality Assurance and Quality Control Plan
- d. Materials Testing Control Plan
- e. Change Order Procedure Plan
- f. Safety Plan
- g. Technology Integration Verification and Oversight Plan

Submitting firms may access the FTA Construction Project Management Handbook here: [https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA\\_Construction\\_Project\\_Management\\_Handbook\\_2016.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Construction_Project_Management_Handbook_2016.pdf).

This information is limited to six (6) pages maximum.

## 6.0 Evaluation and Published Results

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify qualified suppliers based on the identified requirements. The SRTA will announce the results of the RFQ as described further in this section.

### 6.1 Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

- a. Response was submitted by deadline in accordance with Section 1.4
- b. Response is complete and contains all required documents.

### 6.2 Evaluating Qualification Factors

If the supplier's response passes the Administrative/Preliminary Review, the supplier's Mandatory Requirements Response Form will be reviewed.

#### 6.2.1 *Review of the Mandatory Requirements*

The Qualifications Evaluation Team will review each supplier's response in detail to determine its compliance with mandatory RFQ requirements. Responses to "Mandatory Requirement will be evaluated on a pass/fail basis. If a supplier fails to meet a mandatory requirement, the SRTA will determine if the deviation is material. A material deviation will be cause for rejection of the response.

An immaterial deviation will be processed as if no deviation had occurred. All responses which meet the requirements of the “Mandatory Requirements” are considered “responsive” at this point in time and the submitting firm’s Statement of Qualifications will be scored in accordance with Section 6.3-Scoring Criteria.

## 6.2.2 *The Selection Process*

The selection process will be conducted in two phases:

### **Phase I - Selection of Shortlist Firms**

Based on the Statements of Qualifications submitted in response to this RFQ, the Qualifications Evaluation Committee will review the experience and qualifications, additional resources and information supplied by the each submitting firm as score each submission in accordance with Section 6.3.1 below. The Qualifications Evaluation Committee will discuss and score each submission in accordance with the criteria outlined in Section 6.3-Scoring Criteria. Each responsive firm which has satisfied the Mandatory Requirements will be assigned a final score for Phase 1. Based on the final scores for Phase 1, the Qualifications Evaluation Committee will rank the firms. Based upon the rankings, the Selection Committee will identify up to three (3) which may be shortlisted as finalist firms.

Firms that are shortlisted will receive notification from SRTA and instructions regarding the Phase II.

### **Phase II - Finalists Response on Technical Approach and Construction Management & Implementation Plan**

SRTA will request a Technical Approach and a Construction Management and Implementation Plan of the finalist firms for the contract. Each finalist firm shall be notified in writing and informed of the Technical Approach due date. Depending on the quality of the overall responses of Phase I, at SRTA’s discretion, additional detailed Technical Approach instructions and requirements, beyond that provided herein, may be provided in the finalist notification. All members of the Selection Committee will review the Technical Approach. Firms shall not address any questions, prior to the award announcement, to anyone other than the designated contact.

Final selection will be determined by carrying the scores from Phase I forward for each finalist and by evaluating the Technical Approach and the Construction Management and Implementation Plan. The Selection Committee will discuss the finalist's Phase II Responses and the final rankings will be determined.

Negotiations will then be initiated with the top-ranked firm(s) to finalize the terms and conditions of the contract(s), including the fees to be paid. In the event a satisfactory agreement cannot be reached with the highest-ranking firm(s), SRTA will formally terminate the negotiations and possibly enter into negotiations with the second highest- ranking firm, and so on in turn until a mutual agreement is established and SRTA awards a contract. The final form of the contract shall be developed by SRTA.

## **6.3 Scoring Criteria**

### 6.3.1 *Evaluation Criteria for Phase I-Selection of Shortlist (70 point maximum)*

- 6.3.1.1 Experience in inspecting GDOT transportation works projects and or transit works projects in the last 3 years. Identify at least two (2) projects demonstrating your expertise. List projects with brief description, construction cost, and completion dates. Provide a reference for each project. **(10 point maximum.)**

6.3.1.2 Experience in inspecting public or private works street or parking rehabilitation or reconstruction projects in the last 3 years. Identify two (2) projects demonstrating your expertise. List projects with brief description, construction cost, and completion dates. Provide a reference for each project. **(10 point maximum)**

6.3.1.3 Experience in inspecting street or parking lighting installation projects in the last 5 years. Identify at least one (1) project demonstrating your expertise. List projects with a brief description, construction cost, and completion dates. Provide a reference for each project. **(10 point maximum)**

6.3.1.4 Experience in inspecting technology integration and installation projects in the last 5 years. Identify two (2) projects demonstrating your expertise. List projects with a brief description, construction cost, and completion dates. Provide a reference for each project. **(10 point maximum)**

6.3.1.5 Identify key personnel assignments including any sub-consultants to be hired for this project. Summarize roles/responsibilities and experience relative to project scope as described above and submit resumes and certifications of staff to be assigned. **(20 point maximum)**

6.3.1.6 Experience in handling Federal Transit Administration (FTA), Federal Highway Administration (FHWA) or other federally funded projects and following FTA, FHWA or other federal procedures. **(10 point maximum)**

6.3.2 *Evaluation Criteria for Phase II (30 point maximum)*

6.3.2.1 Technical Approach **(20 point maximum)**

6.3.2.2 Construction Management and Implementation Plan **(10 point maximum)**

For all shortlisted firms, the final scores for Phase 1 and Phase 2 will be added together to give each shortlisted firm a Final Total Score. The shortlisted firms will then be ranked based on the Final Total Score.

## **7.0 Negotiations**

Upon completion scoring for Phases I and II, the Qualifications Evaluation Committee will rank finalist in descending order. Negotiations to finalize the terms and conditions of the contract and the contract fees will be initiated with the highest-ranked firm. In the event a satisfactory agreement cannot be reached with the highest-ranking firm, SRTA will formally terminate negotiations with that firm, in writing, and enter into negotiations with the second highest-ranking firm, and will continue this process until a mutual agreement is established and a Notice of Award is issued.

## **8.0 Exceptions to Contract**

By submitting a proposal, each submitting firm acknowledges its acceptance of the specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the submitting firm must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the Consultant's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFQ.

In the event the submitting firm is selected for potential award, the supplier will be required to enter into discussions with the SRTA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the seven (7) calendar days of the Notice of Intent to Award. Failure

to resolve any contractual issues may lead to rejection of the submitting firm. SRTA reserves the right to proceed to discussions with the next best ranked submitting firm.

SRTA reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful submitting firm. Exceptions that materially change the terms or the requirements of the RFQ may be deemed non-responsive by the SRTA, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the SRTA, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

## **9.0 List of RFQ Attachments**

The following documents make up this RFQ. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- Part 1—Solicitation, Offer and Award
- Part 2 – Scope of Services
- Part 3- Contract
- Mandatory Requirements Response Form
- Offer Document #1-Statement of Qualifications Checklist
- Offer Document #2- Statement of Qualifications Letter
- Offer Document #3- Acknowledgement of Addenda
- Offer Document #4- Contractor Information Form
- Offer Document #5-Contractor Certifications
- Offer Document #6-Statement of Qualifications
- Offer Document #7-Project Team and Project Approach
- Offer Document #8-Contractor Affidavit
- Offer Document #9-Subs and DBE's
- Offer Document #10-Certification Regarding Debarment and Suspension
- Offer Document #11-Certification Regarding Lobbying
- Offer Document #12-Non-Collusion Affidavit
- Offer Document #13-Certification of no-Boycott of Israel
- Offer Document #14-Statement of Responsibility

# Part 2-Scope of Services

## I. Overview

The State Road and Tollway Authority (SRTA) anticipates commencing multiple construction projects during the upcoming fiscal years. A tentative schedule for the various projects has been provided below. SRTA intends to construct each facility using a Design-Bid-Build contracting method, which requires a separation of the design and construction phases. The successful submitting firm, herein called the Consultant, as a result of this RFQ will serve as the intermediary during the construction phase of each project. The successful submitting firm will facilitate the formation of a partnership with the blended SRTA team – Design team – Consultant team – and Contractor team. The overall goal of the required services to be provided by the submitting firm, which shall act as the Consultant team, is to control the given project’s time, cost, and quality. The required services shall include those actions necessary to ensure the successful completion of the assigned projects and the delivery of fully functional facilities.

<b>Project Name</b>	<b>Location</b>	<b>Scope of Work</b>	<b>Tentative Construction Start</b>
<b>Hickory Grove Park and Ride [Transit Technology Integration (TTI) Inspection only]</b>	Acworth, GA	New parking lot on new location	Summer 2019
<b>Town Center Park and Ride</b>	Kennesaw, GA	Expansion of an existing parking lot	Fall 2019
<b>Sugarloaf Park and Ride</b>	Lawrenceville, GA	New parking lot on new location	Spring 2020
<b>Mt. Carmel Park and Ride</b>	McDonough, GA	New parking lot on new location	To Be Determined
<b>Roswell Park &amp; Ride and Light Maintenance Facility</b>	Marietta, GA	New parking lot on existing location	To Be Determined
<b>Smart Lighting (LED) in 11 Xpress Parking lots</b>	Metro Atlanta, GA	Upgrading existing lighting to smart LEDs	June 2019
<b>Other Maintenance Projects</b>	Metro Atlanta, GA	Maintenance of existing facilities	Ongoing
<b>Other Facilities</b>	To Be Determined	To Be Determined	To Be Determined

## II. General Information

After SRTA’s selection of the successful submitting firm (“Consultant”) to provide the Scope of Services, a master contract, herein called the Contract, will be executed between SRTA and the Consultant. The Contract will encompass all the projects listed in the above table. Each project will be tasked individually under a negotiated Task Order. The scope and requirements of each Task Order under the executed Contract will be divided in two categories, based on the scope and type of construction work for a given facility:

1. Category # 1: Includes construction projects of new facilities, or construction projects with a major scope, such as, but not limited to, increasing the capacity of an existing facility, or changing significantly the functions or operations of an existing facility, which involves some redesign and civil work elements. Such projects include substantial earthwork movement and or significant asphalt or concrete quantities and or major architectural and or landscaping changes. Capacity of a facility refers to the number of cars or buses parking spaces within a that facility.
2. Category # 2: Includes maintenance projects, which aim at preserving the existing facility's features or bringing those features to current standards, without changing the footprint or function of the that facility. Examples of such projects include, but are not limited to, ADA compliance upgrade projects, resurfacing projects, pavement resealing projects, emergency repair projects.

### III. Category #1: Scope of Services

#### A. Overview

The scope of services for projects in this category includes construction administration & management, construction inspection, and construction materials testing. The Consultant shall provide services that conform to the GDOT Construction Manual in its following chapter numbers:

1. Pre-Construction (Only: Pre-Construction Conference and Progress Schedule Chart);
2. Role of the Construction Manager (Only: Construction Administration, Contract Time, and Time Extension);
4. Project Records (Only: Maintaining Project Records, Protecting Project Records, Survey/Layout Data, Materials Test Report and Invoices Examples, and Weigh Tickets);
5. Source, Supporting, Measurement and Material Documents;
6. Daily Work Reports and Diaries;
7. Traffic Control;
8. Erosion and Sedimentation Control
21. Final Inspection, Final Acceptance, and Contract Close Out.

Submitting firms may access the GDOT Construction Manual and Forms by visiting: <http://www.dot.ga.gov/PartnerSmart/Business/Source/Pages/ConstructionSpecs.aspx>.

All GDOT's Forms used by the Consultant shall be modified to list SRTA as the owner of the project instead of GDOT and replace and transfer all GDOT personnel actions and requirements to the SRTA's Designated Representative, unless those actions and requirements are performed or fulfilled by the Consultant as described herein. The Consultant shall furnish all personnel, materials, equipment and transportation required to perform the services. All services rendered by the Consultant under this RFQ shall include the construction administration & management, construction inspection, and construction materials testing services for all civil work, as well as any technology integration work performed by the general contractor.

The Consultant shall be responsible for administering, monitoring, and inspecting the construction contract such that the project is constructed in reasonable conformity with the



plans, specifications, and special provisions for the construction contract. The Consultant shall observe the general contractor's work to determine the progress and quality of work. The Consultant shall identify discrepancies, report significant discrepancies to the SRTA's Designated Representative, and direct the general contractor to correct such observed discrepancies. The Consultant shall inform the SRTA's Designated Representative in a written letter attached to an email of any significant omissions, substitutions, defects, and deficiencies noted in the work of the general contractor and the corrective action that has been directed to be performed by the general contractor. The Consultant shall consult with the general contractor as necessary and direct all issues, which exceed the Consultant authority herein delegated, to the SRTA's Designated Representative.

Services to be provided by the Consultant include, but are not limited to:

1. Requesting from the SRTA's Designated Representative all necessary and needed project's documents prior to the transition conference;
2. Providing on-site administration of the construction contract;
3. Scheduling, organizing, attending, facilitating, and conducting conferences or meetings: Pre-bid, Pre-construction, Utility, Status Update, Issues Resolution, Closing, and other as needed;
4. Producing and distributing conference and meeting minutes;
5. Controlling and enforcing meeting action items;
6. Communicating with the Design Team, the SRTA's Designated Representative, and the general contractor on any matter that impacts the construction scope, schedule, and budget;
7. Preparing and transmitting updates of construction activities to the SRTA's Designated Representative;
8. Reviewing drawings and data submitted by the general contractor and suppliers for conformance with the specifications. Informing and obtaining concurrences as needed from the SRTA's Designated Representative;
9. Reviewing shop drawings and submittals from the general contractor, prior to forwarding them to the SRTA's Designated Representative for further review and approval;
10. Providing weekly field inspections of work in progress to ensure compliance with plans and specifications;
11. Providing monthly in-depth construction schedule analyses and reports;
12. Collecting and listing the make, model, and serial number of all installed devices/components/units/materials which have a serial number. The list shall be included in the Project records;
13. Establishing a File Management System: Enforcing all the Federal Transit Administration (FTA) requirements and procedures for documenting projects' files and filing system for federal aid funded projects. Securing project documentation from the Contractor. Protecting Project records. Collecting required survey/layout material and storing it in the fireproof file cabinet (See GDOT Specification 149) if applicable;

14. Taking and storing digital photos and or video segments of each construction phase throughout the duration of a project. The Consultant shall record inspections when required or necessary by taking photos of general contractor's Work with date/time/geo-location stamp application. The photos will be used to document issues with application performance.
15. Serving as inspector of record (creating redline on as-built drawings) for the work inspected;
16. Coordinating inspections with utility companies as necessary;
17. Coordinating special testing and inspection work as required per GDOT's specifications and project's plans;
18. Reporting instances of apparent non-compliance with contract plans, specifications to the general contractor and SRTA's Designated Representative for resolution. Communicating work progress and issues to the SRTA's Designated Representative;
19. Taking measurements for payments of items of work by the general contractor;
20. Verifying and documenting prevailing wages and payroll information;
21. Verifying and documenting progress payments;
22. Monitoring and documenting general contractor's payroll compliance;
23. Recording daily work activities, contractors and subcontractors on site, charging time on milestones, and work items (measurement and payment) in the Daily Work Report (DWR). Personal opinions shall not be included in DWR. Maintaining accurate notes reflecting actual construction details to be used in preparation of As-Built Plans. Contractor cannot review a DWR without prior approval from the SRTA's Designated Representative;
24. Maintaining contract records: daily, weekly, monthly, quarterly, final reports; material records; as-built plans; contract modifications, etc. Periodic reports and billings required by SRTA;
25. Initiating and assisting in drafting contract modifications, as necessary;
26. Making determinations for the proper interpretations of the contract documents;
27. Identifying project problems and directing solutions to the SRTA's Designated Representative and the general contractor;
28. Assisting the Design team with the preparation of the final "As-Built" plans;
29. Cooperating and assisting with audits by SRTA and or SRTA's partners;
30. Communicating with adjacent landowners as required toward resolving issues that arise due to construction;
31. Reviewing and approving the general contractor's method of handling construction staging and Traffic;
32. Reviewing and approving subcontract approval request to ensure that Contract unit price of the items being subcontracted is used in the extension of the subcontracted amount.
33. Monitoring compliance with and taking appropriate action to preserve safety on the project for all workers and traveling public in accordance with GDOT specifications and the Manual of Uniform Traffic Control Devices (MUTCD), with current edition accessible online at <https://mutcd.fhwa.dot.gov/>;

34. Initializing follow up and final inspections of work in progress including interim and final measurements to ensure materials testing requirements are met;
35. Promptly notifying general contractor and SRTA's Designated Representative in writing of non-compliance with the Contract plans and specifications;
36. Implementing the performance of special tests, investigations, or monitoring as required per specifications;
37. Maintaining and updating the project's Progress Schedule Chart, including the bid items progress payments;
38. Referring design and scope questions to the SRTA's Designated Representative and providing recommended solutions;
39. Referring design issues regarding possible "Error and Omissions" to the SRTA's Designated Representative for resolution with the Design Team;
40. Submitting standard documentation and reports no later than the due date;
41. Preparing and drafting routine correspondence to the general contractor, SRTA Staff, state and local agencies, etc.;
42. Providing liaison and communication to contractor field crews;
43. Preparing and or assisting in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices;
44. Seeking input from the general contractor relating to all change orders requests;
45. Preparing and or assisting in preparing responses to the general contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence;
46. Preparing change orders as recommendations to SRTA, which SRTA may accept, modify or reject upon review;
47. Performing the Final Inspections and drafting the Final Acceptance letters;
48. Responding timely on requests for status update;
49. Obtaining and verifying guarantee and warranty documents from the general contractor;
50. Other assigned duties in accordance with Overview section of this RFQ.

## B. Testing and Inspections

The Consultant shall sample, test, inspect and document all materials incorporated into the project. This includes materials delivered to the project that are listed in the Summary of Quantities or contractor's signed Bid Form; materials that may be added to the project through Amendments to the Contract; and altered material quantities whether increased or decreased. The Consultant shall review project quantities on a weekly basis to ensure that sufficient tests have been performed for the material placed to date. The Consultant shall also provide any other services as requested by the SRTA's Designated Representative in accordance with Overview section of this RFQ.

The Consultant shall provide certified testing services or shall have the ability to sample and submit samples to a certified testing lab designated to ensure construction method and material compliance with the project documents. The project inspector will be responsible for overseeing the testing and reviewing the testing reports. Testing includes, but not be limited to:

1. Earthwork monitoring and compaction testing

2. Concrete sampling and testing
3. Asphalt compaction monitoring and density testing
4. Foundation bearing evaluation
5. Concrete rebar inspection
6. Structural steel inspection
7. National Pollutant Discharge Elimination System (NPDES) Best Management Practices (BMPs) inspection
8. Other special inspection services

Test results and inspection observations shall be documented and approved by the Consultant in accordance with the above referenced Project Plans and GDOT Specifications and Standards. SRTA's Designated Representative shall be copied on all results approval.

Without forgoing the added days to the Contract, the Consultant shall conduct the Final Inspection within seven (7) calendar days after receiving a written notification of the project completion from the Contractor. Project must be complete and in satisfactory condition before a Final Inspection can be initiated.

Within thirty (30) calendar days of the completion of the Final Inspection, the Consultant shall prepare and deliver the Project records to the SRTA's Designated Representative. A Summary of Lessons Learned shall be submitted along with the Project records.

### C. Personnel

The Consultant shall assign at minimum one licensed professional Construction Engineer (with a valid PE license in Georgia) or a Construction Project Manager, one certified/qualified Construction/Technology Integration Inspector, and one certified/qualified Materials Tester. The Consultant shall also provide supporting qualified staff to provide in-depth construction and Technology Integration schedule analysis and report. The Personnel qualifications, staffing level, and number and types of vehicles required for the services, the required frequency and hours of services, and the required duration of services for the assigned personnel shall be negotiated and approved by SRTA prior to the execution of a Task Order for a given project.

The Consultant's Construction Engineer or Construction Project Manager shall serve as the primary point of contact for the Contractor. Construction Engineer shall ensure that the scopes of the tasked projects are fully executed. Construction Engineer shall direct the work of assigned inspectors and materials testers. Construction Engineer shall communicate directly with the contractor's superintendent and management for all issues related to the contract. Construction Engineer shall communicate with the SRTA's Designated Representative, as necessary or as required per Task Order.

The Consultant's Inspector shall be responsible for day-to-day activities as assigned by the Consultant. These activities are as needed and include, but are not limited to, documentation and inspection of construction activities, documentation and inspection of the installation activities of the technology systems, subsystems or components, computing quantities of acceptable of work, oversight and documentation of time and material of work, and preparation of daily diaries and inspection reports documenting construction activities and relevant observations.

The Consultant's Materials Tester shall be responsible for the project materials sampling, testing, and documentation as directed by the Consultant.

The Consultant's Schedule Reviewer shall be qualified in reviewing transportation and transit construction schedules and shall be capable of reviewing and generating construction schedules in Microsoft Project scheduling software format. The schedule reviewer shall be responsible to review the Contractor's project schedule baseline and monthly schedules, generate required reports, and submit reports and comments to the Consultant. The Consultant's Schedule Reviewer shall be experienced at effectively monitoring and managing progress schedules and construction delays.

The Consultant personnel must be thoroughly familiar with GDOT specifications, manuals, forms and documentation requirements. Inspectors and materials testers shall possess the GDOT required certifications. Personnel provided by the Consultant who do not meet all the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the SRTA's Designated Representative. Personnel assigned cannot be substituted unless approved in writing by SRTA.

#### D. Transit Technology Integration (TTI)

The following technologies are anticipated to be installed for a given project:

1. Changeable Messaging Sign (CMS) system;
2. Public Announcement (PA) system [subset of CMS system];
3. Closed-Circuit Television (CCTV) Camera system;
4. Emergency Call (Call box) system;
5. Smart Light Emitting Diode (LED) lighting system;
6. Network within facilities;
7. Network interconnecting facilities in the Atlanta metropolitan area;
8. Other technology in accordance with Overview section of this RFQ

The Consultant shall, in coordination and collaboration with the SRTA's Designated Representative:

1. Verify physical verification and report on the installed electronic devices and components per the project Plans and specifications;
2. Verify logical verification and report on the cohesiveness of all installed technology systems and subsystems;
3. Test and report on the functionality and operability of all installed systems and sub-systems per project Plans and specifications;
4. Review Contractor/Integrator's test schedules and sequences;
5. Review Contractor/Integrator's technology test report;
6. Generate logs of all installed asset. Needed data field descriptions of the log will be provided by SRTA prior to the execution of a Task Order for a given project.

#### E. Vehicles and Equipment

Consultant personnel shall have appropriate vehicles (equipped with flashing amber beacon), cellular phones, computers, fax/scanner/color-printers, digital cameras, calculators, manuals, office supplies, Personal Protective Equipment (PPE) required to perform the services. PPE shall be in accordance with

GDOT's requirements. Consultant computers shall have current Microsoft Office software, internet connectivity and operate off their own Internet service provider that is available through wireless, air cards, smart phone enabled hot spots, or similar. Requirement for Field Office and Field Laboratory shall be negotiated and approved by SRTA prior to the execution of a Task Order for a given project.

#### F. Periodic Reporting and Documentation

Consultant shall prepare and submit to the SRTA's Designated Representative, such periodic, intermediate, and final reports and records as may be required by SRTA and as applicable to each specific project, which may include, but not limited to:

1. Daily Work Report (DWR) or Diary: The contents of the diary shall be brief and accurate statements regarding work progress and conditions. There shall be sufficient detail that someone not familiar with the project could determine on any given day what work occurred and where, the number of hours worked, and the equipment and personnel used. The daily diary shall become a part of the permanent project record;
2. Weekly progress reports;
3. Weekly statement of working days;
4. Notice of change in construction status;
5. Report of field inspection of material;
6. Test report record;
7. Contractor pay estimates;
8. Final certification of materials;
9. Explanation of quantity variation;
10. Statement of contract time;
11. Intermediate and final estimates;
12. Contractor evaluation form;
13. Monthly in-depth construction schedule analyses and reports.
14. Quarterly materials testing documentation.
15. Verification, Test, and Review reports.
16. Contractor's submitted invoices along with the Consultant's signed certification of the invoice's accuracy to the completed Work.
17. Project records at the completion of the project.
18. Other records and reports as required for the individual project by the SRTA's Designated Representative.
19. Summary of Learned Lessons

During construction, the Consultant shall provide internal quality control and audit review of the materials and testing documentation per FTA and the GDOT Construction Manual requirements. The Consultant shall prepare and submit a quarterly report to the SRTA's Designated Representative detailing the status of the materials documentation, including audit comments.

#### IV. Category #2: Scope of Services (Maintenance Projects)

1. SRTA's Designated Representative will notify the Consultant by email of upcoming or current maintenance project(s). The notification will include, but is not limited to, the description and scope of the maintenance work (as mostly described by GDOT using descriptions such as

Construction Pay Item Number, Description, and quantity; and or GDOT Specification Section Numbers), the anticipated or actual work commencement date, the anticipated work finish date, and Plans, as needed.

2. The Consultant shall review the provided description and scope of the proposed maintenance work.
3. The Consultant shall submit to SRTA within three (14) calendar days of the notification date, a quote for the needed Inspection and Materials Testing services per the described maintenance work.
4. The Consultant shall assign only one qualified personnel for both the Inspection and the Materials Testing service. The name, contact number, and certifications of the assigned inspector shall be emailed to the SRTA's Designated Representative three (3) business days prior to the inspector's first day of work.
5. The Consultant shall submit to SRTA the Project records at the completion of the project. Those records shall include, but are not limited to:
  - a. Daily Work Report (DWR).
  - b. Logs of all installed asset. Needed data field descriptions of the log will be provided by SRTA prior to the execution of a Task Order for a given project.
  - c. Materials documentation and certifications.
  - d. Review report of the Technology test, if applicable.
  - e. Other relevant documents.

## V. Projects Standards

The projects referenced herein, have been and will be designed in accordance with SRTA's Design Manual for Xpress Stations and Park & Ride Facilities and GDOT's specifications and construction details. The Consultant and the general contractor shall follow the latest SRTA's Design Manual for Xpress Stations and Park & Ride Facilities and the State of Georgia Standard Specifications for Construction of Transportation Systems and Supplemental Specifications, the Special Provisions, and any applicable Construction Details and Standards by the GDOT.

SRTA's Design Manual for Xpress Stations and Park & Ride Facilities can be viewed online at the following web address: <https://www.srta.ga.gov/wp-content/uploads/2019/03/SRTA-Park-Ride-Design-Manual-3-22-19.pdf>.

The GDOT Standard Specifications Construction of Transportation Systems can be viewed online at the following web address: <http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/DOT2013.pdf>.

The GDOT Supplemental Specifications can be viewed online at the following web address: [http://www.dot.ga.gov/PartnerSmart/Business/Source/special\\_provisions/2016%20Supplemental%20Specifications/2016SupplementalSpecBook.pdf](http://www.dot.ga.gov/PartnerSmart/Business/Source/special_provisions/2016%20Supplemental%20Specifications/2016SupplementalSpecBook.pdf).

The Contractor may access the Construction Details and Standards by visiting: <http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>.

The Construction Details and Standards are subject to additions and revisions at any time. Any changes or revisions may be available in the form of a Special Provisions which are available via <http://www.dot.ga.gov/PS/Business/Source>.

The Consultant shall adhere to the prescripts and recommendations of the FTA's Construction Project Management Handbook, which is accessible by visiting:

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA\\_Construction\\_Project\\_Management\\_Handbook\\_2016.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Construction_Project_Management_Handbook_2016.pdf).

## VI. Engineering Services and Engineer's Certification

The Consultant shall be the final authority regarding acceptance of work conforming to the Plans, specifications, and approved revisions, performed by the inspection or testing personnel. The Consultant shall review, provide PE Stamp as it relates to the testing and acceptance of materials. SRTA's Designated Representative shall be the final authority regarding acceptance of work not conforming to the Plans and Specifications.

The Consultant shall coordinate the construction contract administration activities of all parties other than the general contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to SRTA for failure of such parties to follow written direction issued by the Consultant. The Consultant's services shall include maintaining the required level of surveillance of general contractor activities, interpreting plans, specifications, and special provisions for the construction contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.



**PROFESSIONAL SERVICES CONTRACT  
FOR  
ON-CALL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**THIS CONTRACT** is made and entered into as of \_\_\_\_\_, 2019 (“Effective Date”), by and between the STATE ROAD AND TOLLWAY AUTHORITY, a body corporate and politic and an instrumentality and public corporation of the State of Georgia (“SRTA”), and (the “Consultant”). SRTA and Consultant may be referred to individually, as “Party” or collectively, as “Parties.”

**WHEREAS**, SRTA desires to secure a qualified and experienced firm to perform on-call construction, engineering and inspection services as more fully described in the Request for Qualifications #19-117 and any addenda thereto and any documents referenced therein (collectively, the “RFQ”); and

**WHEREAS**, the Consultant has represented to SRTA that it is experienced and qualified and willing to provide all of the expertise needed to successfully provide the work and services more fully described in the RFQ (collectively, “Services”),

**WHEREAS**, SRTA has relied upon such representations and selected the Consultant to furnish the Services;

**WHEREAS**, pursuant to O.C.G.A. § 32-10-63(5), SRTA is authorized to contract for the Services.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Contract.
2. **DEFINITIONS.** Any capitalized term not specifically defined in this Contract or in **Exhibit D** will have the same meanings assigned in the RFQ to that term.
3. **INCLUSION AND PRIORITY OF DOCUMENTS.** The RFQ is incorporated herein by reference as **Exhibit A**. The Consultant’s response to the RFQ, including the Statement of Qualifications (and any documents referenced therein), and any other information submitted in response to the RFQ, (collectively, the “Response”), which were submitted in response to the RFQ, are incorporated herein by reference as **Exhibit B**. The RFQ and the Response are integral parts of this Contract. The RFQ, the Response and this Contract (including all amendments, documents, and exhibits referenced in the Contract) shall be collectively referred to as the “Contract Documents” or the “Contract.” In the event of a conflict among the Contract Documents, the Contract Documents herein shall govern the contractual relationship between the Consultant and SRTA, and shall control one over another in the following order: Amended Task Order, Task Order, Amendments to the Contract, the Contract, the RFQ, and the Response.
4. **CONTRACT TERM AND RENEWAL.** This Contract shall begin on the Effective Date and shall continue until June 30, 2024 (the “Initial Term”). SRTA may elect to renew this Contract on the same terms and conditions for up to five (5) additional renewal periods with a term of up to one year each (each a “Renewal Term”). The renewal of the Contract shall be at the sole discretion of SRTA.
5. **CONSULTANT’S RESPONSIBILITIES.**
  - 5.1 **General.** In performing the Services, the Consultant shall use that degree of care and skill ordinarily exercised by other skilled professionals in the field under similar conditions and circumstances. The Services to be performed by the Consultant under this Contract shall encompass and include all detail work, services, materials, equipment, and supplies necessary to provide Services in accordance with the highest and best practices in the industry.

**5.2 Personnel.** The Consultant shall employ only persons qualified as applicable in the appropriate category of Services to be performed. The Consultant shall use the key personnel set forth in the Response (“Key Personnel”), unless changes to the Consultant’s staff are approved in writing by SRTA.

*5.2.1 SRTA’s Right to Remove.* SRTA shall have the absolute right to require the Consultant to remove an employee from performing under this Contract for any or no reason. In the event of such removal, Consultant will replace the employee with the appropriate personnel within the time specified by SRTA.

*5.2.2 Consultant Program Manager.* Consultant shall assign a Program Manager who shall interface with SRTA (“Consultant Program Manager”).

*5.2.3 Key Personnel.* A significant factor in SRTA’s decision to award this Contract to Consultant is the level of expertise, knowledge and experience possessed by employees of Consultant, particularly Key Personnel and Consultant’s agreement to have employees possessing such expertise, knowledge and experience available at all times throughout the Initial Term and each Renewal Term, to assist in the provision of the Services. Throughout the Initial Term and each Renewal Term, Consultant shall employ individuals having significant training, expertise and experience in the areas or disciplines more particularly set forth in the Contract Documents, together with such other areas of expertise, knowledge and experience as may be designated by SRTA from time to time during the Initial Term and each Renewal Term. When SRTA designates an additional area for which expertise, knowledge and experience shall be required, Consultant shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such expertise, knowledge and experience. Consultant shall not substitute Key Personnel without the prior written approval of SRTA. Any desired substitution shall be noticed to SRTA, accompanied by the names and references of Consultant’s recommend substitute personnel.

**5.3 Accuracy of Services.** The Consultant shall be responsible for the accuracy of the Services and shall promptly correct its errors and omissions without additional compensation from SRTA. Acceptance of the Services by SRTA will not relieve the Consultant of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or for the costs associated with any additional work, which may include costs caused by negligent errors in, or negligent omissions from, the reports prepared by the Consultant.

**5.4 Interpretation of Information.** At any time during the performance of any Services, the Consultant shall confer with SRTA for the purpose of interpreting the information obtained and to correct any errors or omissions. These consultations, clarifications, or corrections shall be made without added compensation to the Consultant other than what has been provided for under the terms of this Contract. The Consultant shall give immediate attention to these changes so there will be minimum delay to others.

**5.5 Safety.** The Consultant shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and sub-consultants to do the same. The Consultant alone shall be responsible for the safety, efficiency, and adequacy of its Services, and employees, agents and sub-consultants, and for any damage that may result from their actions or inactions.

**6. SRTA-DESIGNATED REPRESENTATIVE.** SRTA shall identify an employee(s), individual(s), consultant, partnership, firm, or corporation authorized by SRTA to act on behalf of SRTA in matters related to this Contract (“SRTA-designated Representative”).

## **7. SUBCONTRACTING AND ASSIGNMENT.**

**7.1 Assignment.** Consultant shall not assign, delegate, sublet or transfer this Contract or any rights under or interest in this Contract without the prior written consent of SRTA, which may be withheld for any reason.

**7.2 Subcontracting.** Nothing contained herein shall prevent Consultant from employing independent professional associates, sub consultants as Consultant may deem appropriate to assist in the performance of Services hereunder. However, Consultant shall not subcontract Services to sub consultants that are different from those sub consultants listed in the Response, without obtaining SRTA's prior written approval, which approval is within SRTA's sole discretion. SRTA shall have the right to require the Consultant to remove a sub consultant of Consultant from performing under this Contract, if in SRTA's sole opinion, such sub consultant (a) is not performing its portion of the Services satisfactorily, (b) is failing to cooperate as required in the Contract Documents, (c) is posing a security risk to any project or to SRTA's business, (d) is otherwise breaching a term of the Contract Documents that is applicable to that portion of the Services being performed by the sub consultant, or (e) presence on a project is not in the best interest of SRTA. In the event of such removal, Consultant will replace the sub consultant with a suitable replacement within the time specified by SRTA.

**7.3 Consultant Remains Responsible.** If Consultant subcontracts any of the Services to be performed under this Contract, Consultant shall be as fully responsible to SRTA for the acts, errors, or omissions of Consultant's sub consultant and of the persons employed by them as Consultant is for the acts and omissions of persons directly employed by Consultant. Consultant shall be obligated to assist SRTA in the enforcement of any rights that SRTA has against such sub consultant. Notwithstanding any subcontract or agreement with any sub consultant, Consultant shall be fully responsible to SRTA for all of the Services required pursuant to the Contract Documents. Notwithstanding any provision to the contrary, Consultant shall be responsible to SRTA for all terms, conditions, liabilities, and responsibilities under the Contract Documents regardless of whether Consultant or its sub consultants, suppliers, independent contractors, agents or assigns perform any aspect of the Services.

**7.4 Mandatory Terms in Subcontracts.** Nothing contained in this Contract shall create any contractual relationship between any sub consultant of Consultant and SRTA. Any subcontract entered into as a result of this Contract, shall contain all applicable provisions of the Contract Documents that in any way relate to an item of Services that any sub consultant will perform and/or furnish, as well as provisions pertaining to, records, and payment methods. The Consultant shall further ensure that all subcontracts entered into with its sub consultant grant SRTA all of the rights and privileges of such subcontract, including but not limited to (so long as SRTA is not in default of its obligations under this Contract) SRTA's right to secure materials or services from the sub consultant that might be a part of the sub consultant's Services, in the event Consultant defaults under the Contract Documents.

**7.5 Payments to Sub consultants.** Consultant represents and agrees that for the duration of the Initial Term and each Renewal Term it shall make timely payments for Services properly performed to any sub consultant hereunder and Consultant shall indemnify and hold harmless SRTA and the State for any liability for payment claimed by a sub consultant.

**7.6 Failure to Comply.** Any assignments or subcontracts made in violation of **Sections 7.1 (Assignment) and/or 7.2 (Subcontracting)** shall be null and void.

**8. RELATIONSHIP OF THE PARTIES.** Each Party, in the performance of this Contract, shall be acting in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other Party. The employees, agents, partners or contractors of one Party shall not be deemed or construed to be the employees, agents, partners or contractors of the other Party for any purposes. Neither Party shall assume any liability of any type on behalf of the other Party or any of such other Party's employees, agents, partners or contractors. The Parties expressly understand and agree that Consultant is an independent Consultant of SRTA in all manner and respect and that neither Party to this Contract is authorized to bind the other Party to any liability or obligation or to represent in any way that it has such authority. Consultant shall be solely responsible for all payments to its subcontractors, agents, consultants, suppliers, employees, partners or any other parties with which it does business including, but not limited to, paying all benefits, taxes and insurance, including workmen's compensation insurance, for Consultant's employees.

9. **PAYMENT.** The maximum not to exceed amount for all Services performed during the Initial Term is \$\_\_\_\_\_.00, unless otherwise agreed to in writing by SRTA.

9.1 **General.** For full and complete compensation for all work, materials, and Services furnished under the terms of this Contract, each Task Order shall specify whether the Consultant shall be paid hourly in accordance with the rates set forth in **Exhibit C** or a firm fixed price amount. The firm, fixed price amount for a Task Order shall be based on estimated staff hours, direct labor rates, direct expenses, an overhead rate, and sub-consultant costs. The firm, fixed price amount for each Task Order shall not be exceeded unless SRTA determines that there is a substantial change in scope, character, or complexity of the Service from those originally negotiated for the applicable Task Order. The form of the Task Order shall be as set forth in **Exhibit E - Form Task Order**.

9.2 **Trust Funds.** All payments made by SRTA to Consultant for the Services under the Contract Documents shall be held in trust by the Consultant for the purpose of paying its employees, agents, assigns, subcontractors and suppliers who provided any part of the Services.

9.3 **Overpayment.** In the event an overpayment is made to Consultant under this Contract, Consultant shall immediately refund to SRTA the full amount of any such erroneous payment or overpayment following Consultant's written notice of such erroneous payment or overpayment, as issued by SRTA. If Consultant fails to refund the erroneous payment or overpayment within a 30-Day period, SRTA shall be entitled to interest at one percent per month on the amount not repaid from the date of overpayment.

9.4 **Reduction of Payment for Non-Conforming Services.** If any defined action, duty or service or other item of Services required by the Contract Documents is not performed by the Consultant in accordance with the requirements of the Contract Documents, the value of such action, duty or service or other item of Services will be determined by SRTA and deducted from any invoice claiming such items for payment. If the Services or part thereof has been completed and is not in conformance with the Contract Documents, the Consultant will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the non-conforming Services) will be withheld by SRTA from any invoice until such time as the Services is corrected in accordance with the Contract Documents.

9.5 **Withholding Payments.** SRTA reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for Services not completed or not completed in accordance with the Contract Documents. Any and all such payment previously withheld shall be released and paid to Consultant promptly when the Services is subsequently performed in accordance with the Contract Documents.

9.6 **Payment not Acceptance.** Payment or use of any Services or portions thereof by SRTA shall not constitute an acceptance of any Services not performed in accordance with the Contract Documents.

9.7 **Net 30 Days.** Provided all the conditions in this Section have been met to SRTA's satisfaction, and Consultant is not otherwise in breach of this Contract, SRTA agrees to pay Consultant in accordance with SRTA's normal processes and procedures for all undisputed amounts within thirty (30) Days of the later of a review, if any, undertaken by SRTA pursuant to **Section 16.1 (Review of Services)** or SRTA's receipt of a valid invoice.

9.8 **Invoicing.** The Consultant shall deliver to SRTA an invoice on a monthly basis ("Invoice") by the tenth (10) Day of the month following the month in which Services was performed. Consultant shall submit itemized billing; including but not limited to, the percentage of Services completed, a detailed timesheet and brief description of the person billed for and time incurred by each person performing the Services. The Consultant agrees to provide an accompanying monthly project progress report in a format acceptable to SRTA which will outline in written and, if requested, graphic form the various phases and the order of performance of the Services in sufficient detail so that the progress of the Services can easily be evaluated. SRTA will be entitled at all times to be advised at its request as to the

status of Services being done by the Consultant and the details thereof.

**9.9 Late Fees.** SRTA shall not be liable for late fees, collection fees, attorney's fees, interest, or other fees incurred by the Consultant as a result of non-payment or a delay in payment by SRTA.

**9.10 Right of Set Off.** SRTA may retain or set off any amount owed to it by Consultant.

**9.11 Full Compensation.** All Services performed by the Consultant in meeting the requirements of the Contract Documents shall be paid as set forth herein, which shall constitute full compensation for the Services, including but not limited to: (a) the cost of all insurance and bond premiums, home office, job site and other overhead, and profit relating to Consultant's performance of its obligations under this Contract; (b) the cost of performance of each and every portion of the Services (including all costs of all Services provided by subcontractors and suppliers); (c) the cost of obtaining all governmental approvals and all costs of compliance with and maintenance of such governmental approvals; (d) all risk of inflation, currency risk, interest and other costs of funds associated with the progress payment schedule for the Services as provided herein; and (e) payment of any taxes, duties, permits and other fees and/or royalties imposed with respect to the Services and any Equipment, materials, supplies, documentation, labor or services included therein.

**9.12 Final Payment.** Final payment shall not be due to Consultant until SRTA accepts and each and every component of the Services specified in each Task Order and/or Amended Task Order, as applicable, and there are no outstanding claims against Consultant. Consultant shall submit a final invoice to SRTA for each Task Order within thirty (30) Days of the completion date of the Task Order or Amended Task Order ("Proposed Final Invoice"). All prior invoices and payments shall be subject to correction in the Proposed Final Invoice. SRTA will review Consultant's Proposed Final Invoice and respond with a written request for additional information or documentation, changes or corrections within sixty (60) Days of SRTA's receipt, accompanied by any claims, if applicable. Based on SRTA's response, Consultant shall submit a final invoice ("Final Invoice") incorporating any changes or corrections made by SRTA, together with any additional requested information or documentation. If SRTA agrees with all requests for compensation in the Final Invoice, SRTA will pay the entire sum found due within thirty (30) Days of its receipt. If SRTA disputes any amounts submitted for compensation, SRTA shall notify Consultant within a thirty (30) day period, identifying those items in the Final Invoice that SRTA disputes, along with a written explanation of the basis of the dispute. If SRTA fails or refuses to act on a Final Invoice within the required time period, the amount submitted for compensation shall be deemed to have been accepted by SRTA on the last day of the period within which SRTA was required to respond. The provisions of **Section 9.7 (Net 30 Days)** shall not apply to the provisions of this **Section 9.12** and the Final Invoice.

The Consultant agrees that acceptance of this final payment for this Contract shall be in full and final settlement of all claims arising against SRTA for work done, materials furnished, costs incurred, or otherwise arising out of this Contract and shall release SRTA from any and all further claims of whatever nature, whether known or unknown, for and on account of said Contract, and for any and all work done, and labor and materials furnished, in connection with same.

**9.13 Overtime.** No premium pay or overtime will be paid by SRTA.

**9.14 Costs and Expenses.** Consultant's costs and expenses shall be reimbursed as set forth in this Section. Consultant must receive prior written approval from SRTA in order to be reimbursed for any costs or expenses. Direct reimbursable expenses will be billed at 1.10 times the actual cost. Direct reimbursable expenses consist of delivery services, fees, job-related mileage at the prevailing SRTA rate, long distance telephone calls, courier, printing and reproduction costs, survey supplies and materials and Travel Expenses. Travel Expenses shall consist of air fare, meals, ground transportation, parking, communication, reproduction and other such incidental costs which are reasonable and customary pursuant to industry standards. Consultant will be reimbursed for travel necessary to perform the Services in accordance with the State and SRTA travel policies and

procedures which may be found at <http://sao.georgia.gov/state-travel-policy> and prevailing per diem rates which may be found at <http://www.gsa.gov/portal/content/104877> and are incorporated herein by reference and made a part of this Contract. Consultant shall provide receipts or other proof of actual cost incurred with each Invoice. Notwithstanding the above, SRTA will not reimburse Consultant for time spent or costs incurred for ground transportation traveling to and from SRTA's office. SRTA will not withhold any taxes on amounts paid to Consultant, and all federal, state and local taxes will be Consultant's responsibility to pay. SRTA will not reimburse Consultant for any such taxes.

**9.15 Covenants against Contingent Fees.** The Consultant shall comply with the relevant requirements of all federal, state and local laws in effect as of the date hereof. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**9.16 Prompt Payments to Sub consultants.** Consultant shall pay their sub-consultants for satisfactory performance of their contracts no later than ten (10) Days from receipt of payment made to them by SRTA. Any delay or postponement of payment to a sub-consultant may take place only for a good cause. If the Consultant is found to be in noncompliance with these provisions, it may constitute a breach of contract and further payments of any Services performed may be withheld until corrective action is taken by the Consultant. If the corrective action is not taken, it may result in the termination of the Contract. Along with each request for progress payments, the Consultant shall furnish a Consultant Certification for Prompt Payment of Sub-consultants, in the form of **Exhibit E** to this Contract.

**9.17 End of Fiscal Year.** No later than the second Friday of July of each year, Consultant must submit to SRTA outstanding invoices or progress reports for Services successfully completed or supplied during the period of July 1st – June 30th of that year. Progress reports shall include a description of the Services that has been successfully completed or supplied and an estimated cost for the Services. Failure to adhere to this requirement may result in non-payment for the Services. SRTA reserves its right to dispute part or all of an invoice and to withhold payment for any Services that was not successfully completed or supplied.

**10. PROCESS.** This is an Indefinite Delivery, Indefinite Quantity Contract. Accordingly, there is no set amount of or frequency for the Services. The Consultant shall perform the required Services through issuance of a Task Order that shall be signed by both Parties. SRTA will order from the Consultant, all or a portion of the Services specified in the RFQ as such Services, in SRTA's sole opinion, is needed. SRTA is not required to purchase any Services from the Consultant.

**10.1 Task Order.** Each specific activity, task, or project performed by Consultant under this Contract shall be performed by written task order in a form substantially similar to that contained in **Exhibit E** to this Contract ("Task Order"). All Task Orders and Amended Task Orders (defined in **Section 10.2/Amended Task Order**) are subject to the terms and conditions of the Contract Documents. In the event of a conflict among a Task Order, an Amended Task Order and the Contract, the order of priority is: the Amended Task Order, the Task Order, and the Contract. The Consultant shall prepare and deliver Services in accordance with the terms and conditions of the Contract Documents. SRTA may initiate the Task Order procedure by notice to the Consultant setting forth the proposed project and Services desired. Within five (5) Business Days thereafter, the Consultant shall provide a detailed proposal which includes, but not be limited to, a general description of the project involved and, with specificity, the various items of Services to be accomplished, including a detailed time schedule for completion of the Services, and the cost of the Services. If necessary, the Parties shall thereafter negotiate the details of

the proposed Task Order. No payment for Services under this Contract will be made which is not authorized by a Task Order signed by both Parties. No payment will be made to Consultant for preparing a Task Order or an Amended Task Order.

*10.1.1 Scope of Services.* The scope of Services that Consultant may perform during the Term of the Contract are as set forth in the RFQ and otherwise as set forth in the Contract. Each Task Order shall specify the type of Services that Consultant shall perform. The Parties agree that no management support services shall be included in the scope of Services in a Task Order unless the support responsibilities are within the scope of the originally executed Contract. Management support services shall not include any activities that are inherently a governmental function as listed in Federal Acquisition Regulation 7.503(d), including but not limited to approving contractual documents, administering contracts, and the collection, control or disbursement of public funds including the examination of routine vouchers and invoices. All management support services that will be performed by the Consultant shall be included within the Contract and reiterated in the Task Order where applicable. Any management support services that were not included within the original Contract Documents but subsequently become necessary shall be included in a Task Order only after the execution of an Amendment to the original Contract to include the addition of the needed management support services.

**10.2 Amended Task Order.** The terms of the Task Order shall not be modified unless evidenced by a written amended Task Order (“Amended Task Order”) signed by the Parties. Any Services performed outside of the terms and conditions of a Task Order or an Amended Task Order will be ineligible for reimbursement.

**10.3 Project Schedule.** The performance time of each Task Order and Amended Task Order, as applicable, shall be set forth in each Task Order or Amended Task Order, as applicable. Any Services performed before or after the time set forth in the Task Order or Amended Task Order, as applicable will be ineligible for reimbursement. All Services set forth in a Task Order or Amended Task Order shall be performed by the Consultant within the times specified in the Task Order or Amended Task Order, as applicable. Unless an extension of time is granted by SRTA pursuant to **Section 14.3 (Time Extensions)** of this Contract, Consultant will successfully, fully and entirely complete and otherwise perform all Services as required in the Contract Documents.

## 11. INDEMNIFICATION.

**11.1 General Liability.** The Consultant shall be responsible to SRTA from the Effective Date or the beginning of the first Services, whichever shall be earlier, for those costs, expenses, liabilities, allegations, claims, bodily injuries, including death, or damage to real or personal property, resulting from any wrongful and/or negligent act or omission, the breach of contract, the failure to perform, or other default regarding the Services by the Consultant, its employees, agents, or any of its subcontractors or others working at the direction of the Consultant or on its behalf.

**11.2 General Indemnification.** Consultant hereby agrees to indemnify and hold harmless the SRTA, the state of Georgia and its departments, authorities, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including reasonable attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the negligent performance of this Contract or any act or omission on the part of the Consultant, its agents, employees, subcontractors or others working at the direction of Consultant or on its behalf, or due to any breach of this Contract by the Consultant, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the Consultant or its sub consultants. This indemnification extends to the successors and assigns of the Consultant. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the

Consultant. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Risk Management Division (hereinafter "DOAS") the Consultant agrees to reimburse the Funds for such monies paid out by the Funds. This indemnification does not extend beyond the scope of this Contract and the Services undertaken hereunder.

*11.2.1 DOAS.* Risk Management will endeavor to notify affected insurers of claims made against the State that fall within this indemnity. In the event of litigation, SRTA will request the Attorney General to endeavor to keep the Consultant and its general liability insurer as named on the insurance certificate informed regarding the claims and settlement.

*11.2.2 Obligations Not Mutually Exclusive.* The Consultant's obligations under this Section are in addition to Consultant's obligations under **Section 12 (Insurance)**.

**11.3 Limitation of Liability of SRTA.** SRTA's liability to Consultant, if any, shall be limited to direct damages and in such case, only to the extent of the amount SRTA has paid to Consultant under this Contract for the twelve (12) months immediately preceding Consultant's claim.

**11.4 Disclaimer of Consequential Damages.** Notwithstanding any provision to the contrary, in no event shall either Party be liable to the other Party for any incidental, consequential, special, exemplary or indirect damages, lost business profits or lost data arising out of or in any way related to this Contract.

## **12. INSURANCE.**

**12.1 Insurance Certificates.** The Consultant shall procure the insurance coverages identified below at the Consultant's expense and shall furnish SRTA an insurance certificate listing SRTA as the certificate holder and an endorsement listing SRTA as an additional insured. Evidence of insurance coverages shall be provided on the form acceptable to SRTA and the Georgia Office of the Insurance Commissioner. The insurance certificate must provide the following:

*12.1.1* Name and address of authorized agent

*12.1.2* Name and address of insured

*12.1.3* Name of insurance company(ies)

*12.1.4* Description of policies

*12.1.5* Policy Number(s)

*12.1.6* Policy Period(s)

*12.1.7* Limits of liability

*12.1.8* Name and address of SRTA as certificate holder

*12.1.9* Project Name and Number

*12.1.10* Signature of authorized agent

*12.1.11* Telephone number of authorized agent

*12.1.12* Mandatory thirty (30) Day notice of cancellation or non-renewal (except ten (10) Days for non-payment).

**12.2 Insurer Qualifications, Insurance Requirements.** Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A-" or better. Each such policy shall contain the following provisions:

*12.2.1 Written Notice of Changes.* The Consultant shall notify SRTA upon the cancellation of any



insurance affecting this Contract. Such notice shall be valid only as to the Project as shall have been designated by Project Number and Name in said notice. Consultant shall provide written notice of any changes to the policy to the SRTA within three (3) Business Days of Consultant's receipt of notice of any changes or proposed changes from the insurance company.

12.2.2 *Separation of Insureds.* The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").

12.2.3 *Representation by Georgia Attorney General.* Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance. In the event of litigation, any settlement on behalf of the indemnities must be expressly approved by the Attorney General. The Consultant and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnities, in which case there will be mutual cooperation between the Attorney General and such counsel. See O.C.G.A. § 45-15-12.

12.2.4 *Deductibles.* All deductibles shall be paid for by the Consultant.

**12.3 Required Insurance Coverages.** From insurers rated at least A- by Best's and registered to do business in the State of Georgia, the Consultant shall provide the following kinds of insurance in the minimum amount of coverage set forth below:

12.3.1 *Workers' Compensation and Employer's Liability.* Statutory coverage shall be maintained for Worker's Compensation as required by the laws of the State of Georgia.

12.3.2 *Commercial General Liability Insurance.* Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence; to cover vehicles, owned, leased or rented by the Consultant. The Consultant shall require its sub-consultants to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above.

12.3.3 *Commercial Umbrella Liability Insurance.* The Consultant shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows: \$1,000,000 per Occurrence/\$2,000,000 Aggregate.

12.3.4 *Professional Liability (Errors and Omissions) Insurance.* Limits shall not be less than the following:

- For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- The Consultant shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Consultant for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following issuance of the Certificate of Final Completion for the Project.

**12.4 Insurance Premiums and Deductibles.** The Consultant shall pay the insurance premiums and shall be responsible for payment of all deductibles and self-insured retention.

**12.5 Termination of Obligation to Insure.** Unless otherwise expressly provided to the contrary, the obligation

to insure as provided herein shall not terminate until the expiration or other termination of the Contract.

**12.6 Failure of Insurers.** The Consultant is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

**12.7 Ongoing Coverage.** Consultant is responsible for tracking insurance coverages for itself and its subcontractors, for ensuring that coverages remain in force throughout the duration of the Contract, and for demonstrating to SRTA ongoing compliance with this **Section 12**.

**12.8 General.** The Consultant's obligations under this **Section 12** are in addition to Consultant's obligations under **Section 11 (Indemnification)**.

**12.9 Waiver of Subrogation.** There is no waiver of subrogation rights by either party with respect to insurance.

**12.10 Additional Insured Endorsement.** SRTA shall be named as an additional insured on all required insurance except for Worker's Compensation and Professional Liability insurance and a copy of each policy endorsement shall be provided with each insurance certificate.

**13. ADDITIONAL CONSULTANT RESPONSIBILITIES AND REPRESENTATIONS.** The Consultant represents to SRTA and agrees that throughout the Initial Term and each Renewal Term that:

**13.1 Licenses.** The Consultant has and will maintain and keep in full force and effect during the term of the Contract all required licenses, certifications, and permits necessary to perform all or part of the Services; and

**13.2 Organization.** The Consultant is authorized to do business in the State of Georgia;

**13.3 Authorization by Consultant.** The Consultant has authorized the execution, delivery, and performance of this Contract;

**13.4 Authorization of Signer.** The person signing this Contract has been duly authorized by Consultant to execute and deliver same;

**13.5 Valid Contract.** This Contract is valid, enforceable, and legally binding obligation of the Consultant;

**13.6 Cooperation.** Consultant shall fully cooperate with SRTA, SRTA-designated Representatives, SRTA's other contractors and vendors, and any other governing authority, in furnishing all the Services required by the Contract Documents.

**13.7 Services/Labor.** All deliverables, documentation, Services, services and labor shall (a) conform to the performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, and functions required by the Contract Documents, and (b) be performed on time, and in a workmanlike manner, and in accordance with the standard of care and skill exercised by other providers of similar labor and services under similar circumstances at the time the labor and services are provided.

**13.8 Intellectual Property.** Consultant represents that Consultant, its agents, employees, contractors and assigns will neither violate nor in any way infringe upon the Intellectual Property rights of SRTA or of any other third party.

**14. CHANGES.**

**14.1 Amended Task Order.** An Amended Task Order shall consist of only such additions, deletions or other revisions to the Services which represent a material change from the scope of Services as detailed in the SRTA Contract No. 19-117 On-Call CEI Services

related Task Order and do not arise from the actions or inactions of the Consultant, its agents, employees, suppliers or sub consultants, as reasonably determined by SRTA. Minor changes that do not involve increased compensation, extension of the time for performance as set forth in an applicable Task Order, or changes in the goals and objectives of the applicable Task Order may be made by written notification signed by the SRTA-designated Representative and the Consultant Program Manager. The Consultant shall perform at no additional cost to SRTA, all such additions, deletions and other revisions, the need for which arises from the actions or inactions of the Consultant, its agents, employees, sub consultants or suppliers, or any other entity or person with whom Consultant entered into an agreement to perform any portion of the Services required of Consultant under the Contract Documents (collectively, "Consultant Parties"). Compensation or a reduction in the amount due to Consultant pursuant to the Contract Documents for the Services and any approved schedule changes shall be forth in the Amended Task Order.

**14.2 Amended Task Order Process.** SRTA may initiate the Amended Task Order procedure by notice to the Consultant setting forth the proposed Amended Task Order ("Amended Task Order Proposal"). Within five (5) Business Days thereafter, the Consultant shall provide a more detailed proposal which includes proposed prices, if applicable, and/or a proposed schedule for performance, if applicable. SRTA may accept Consultant's proposal or modify it or the Parties may negotiate further, whereupon a written Amended Task Order shall be executed by both Parties. If the Parties fail to reach agreement, then SRTA may nevertheless direct the Consultant to proceed with the Services included in the Amended Task Order Proposal (which for purposes of **Section 14 (Changes)** shall be hereinafter defined as "Disputed Services") and the Consultant shall proceed to perform the Disputed Services pursuant to the Contract Documents. In the event of such Disputed Services, the Consultant shall be obligated to proceed immediately upon notice from SRTA to perform the Disputed Services and shall be compensated by SRTA in accordance with time rates in Exhibit D of this Contract. If there are no applicable rates for the Disputed Services in Exhibit D, then SRTA shall pay consultant a rate that is mutually agreeable to the Parties, however, in no case shall the rate for Disputed Services exceed \_\_\_\_\_/hour.

The Consultant shall furnish weekly status reports regarding Disputed Services, including such documentation as SRTA may require in order to support all costs of the Disputed Services. The Consultant agrees to maintain and furnish SRTA with time and materials records that will substantiate the Consultant's costs for Disputed Services.

**14.3 Time Extensions.** SRTA will only grant an extension of time if the Consultant is delayed in the progress of the Services by (i) any act or neglect of SRTA, (ii) an event listed in **Section 27.3 (Time of the Essence; Force Majeure)**, or (iii) other governmental actions. If and when such event occurs, then the time of completion set forth in the Contract shall be extended for such time equal to the time lost as a result of the delay. The Consultant expressly agrees that the Consultant's sole and exclusive remedy for such delay shall be an extension of time within which to perform the affected Services and that the Consultant shall not be entitled to any damages and shall make no demand for any damages. No such extension shall be made for delay occurring more than ten (10) Days before claim thereof is made in writing to SRTA. In the case of a continuing cause of delay, only one claim is necessary, but no claim for a continuing delay shall be valid unless the Consultant, within ten (10) Days from the cessation of the delay, shall have given notice in writing to SRTA as to the amount of additional time claimed.

In the event time for performance of the Contract expires and the Consultant has not requested or if SRTA has denied an extension of the completion date, Consultant must nevertheless continue Services until the same is complete. No payment shall be made for Services performed after the expiration of the Contract schedule completion date except where a time extension has been executed by both Parties in accordance with **Section 27.20**.

**15. COOPERATION.** SRTA shall be entitled to full and prompt cooperation of the Consultant in all aspects of the Services. Consultant shall also fully and promptly cooperate with SRTA's contractors, vendors, and other consultants and other governmental entities, all as directed by SRTA. Such cooperation shall include attendance

at meetings, discussions, and hearings, as may be requested by SRTA, furnishing plans and other data produced in the course of Services for SRTA projects, as may be requested from time to time by SRTA to effect such cooperation, and compliance will all directives issued by SRTA. In the event the Consultant deems that any other of SRTA's contractors/vendors or other third parties is delaying the Services or otherwise interfering with the Services, Consultant shall immediately notify SRTA in writing of this matter, including a detailed explanation of such delay so that SRTA may investigate the issue and assist with a resolution. Consultant's failure to furnish a detailed written notification within seven (7) Business Days after any contractor, vendor, and/or other third party first failed to cooperate with Consultant or otherwise improperly performed their work, shall result in SRTA's denial of any future claim by Consultant that such third party failed to properly perform their work or failed to cooperate with Consultant and Consultant shall be deemed to have waived such claim and Consultant shall be held to any applicable requirement under the Contract Documents that Consultant alleges is affected thereby.

## **16. REVIEW/AUDITS.**

**16.1 Review of Services.** SRTA and SRTA-designated Representatives, may at all reasonable times have access to review and inspect the Consultant's activities and data collected under the terms of the Contract Documents. All books, documents, plans, papers, records, reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the Consultant under the terms of the Contract Documents, shall be available to SRTA and SRTA-designated Representatives for inspection and review at all reasonable times in SRTA's offices. Acceptance of any Services by SRTA shall not relieve the Consultant of its obligation to correct, at its expense, any of its errors in the Services.

**16.2 Records Retention.** The Consultant and any sub consultants shall keep available for inspection and maintain all books, documents, papers, accounting records, and evidence pertaining to costs incurred as a result of the performance of Services under the Contract Documents and make available at all reasonable times to SRTA and the State, for a period of five years after receipt of final payment. Notwithstanding the preceding sentence, if any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated before the expiration of the five-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records completed. Copies of these documents and records will be furnished to SRTA upon request and may be audited by SRTA-designated Representatives.

**16.3 Audit.** SRTA or SRTA-designated Representatives may audit Consultant's books and records and perform any other review necessary in order to determine the accuracy of any Consultant Invoice upon reasonable prior notice and during business hours. In the event such an audit reveals that SRTA was overcharged by five (5%) percent or more during the time period covered by the audit, then Consultant shall pay for all costs and expenses incurred by SRTA or SRTA-designated Representatives in performing such audit.

**17. OWNERSHIP OF DOCUMENTS.** The Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations, computer files and other data, prepared pursuant to the Contract Documents shall be delivered to, become and remain in the property of SRTA upon the earlier of termination or completion of the Services. SRTA shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this Contract. Any use of these documents by SRTA on any project other than the project which was the subject of the Contract under which the documents were prepared shall be done without liability by the Consultant. Contractor shall not have the right to use same for sale or other benefit without express written permission from SRTA. Any and all cuts, negatives, positives, artwork, plates, engravings, and other materials provided by SRTA is the property of SRTA and shall remain the property of SRTA.

## **18. INTELLECTUAL PROPERTY**

**18.1 Work Made for Hire.** To the extent possible, any papers, interim reports, forms, and other material which are a part of the Services specifically developed and created by Consultant pursuant to the SRTA Contract No. 19-117

On-Call CEI Services

Contract Documents shall be deemed a "work made for hire" for SRTA, with SRTA being deemed the author thereof with all rights, title and interest in all such Services and other work product owned by SRTA (collectively, "Work Product"). In the event that any such Work Product is deemed not to be a work made for hire for SRTA, then with the exception of any pre-existing Intellectual Property rights owned by Consultant that were used in performing the Services, Consultant hereby irrevocably assigns to SRTA all right, title and interest in all such work including, without limitation, all Intellectual Property rights with respect thereto, and further agrees to execute and deliver such other and further assignments, certificates of originality and other documents and instruments as reasonably requested by SRTA in order for SRTA to evidence and perfect its ownership of all rights with respect thereto. Consultant acknowledges and agrees that the provisions of this Section apply regardless of any disputes, payment issues or other claims that may exist between the Parties, and that SRTA's ownership of all rights with respect to such Work Product is unconditional. Such Work Product shall include any and all modifications, improvements, adaptations, revisions, updates, releases, new versions, derivative works, and documentation (including any specifications, copies, notes, summaries or analyses) comprising, based on, derived from, or related to any work made for hire, including any of the foregoing that is conceived, discovered, invented, created, developed or made by Consultant or its subcontractors (Consultant and its subcontractors shall be referred to as "Consultant Parties"). None of the Consultant Parties shall have any proprietary interest in such Work Product. The Consultant Parties shall not assert any ownership interest or conditions to executing assignments and other documents to evidence and perfect SRTA's ownership of all rights in and to same, and any claims that the Consultant Parties may have against SRTA shall exclude claims challenging SRTA's ownership of same. In the event this Contract is terminated, all Work Product whether completed or not shall be delivered to SRTA within ten (10) Days from the date of termination. To the extent any Consultant Intellectual Property is incorporated into any Services, then Consultant agrees to and does hereby grant to SRTA and to the State an irrevocable, non-exclusive, non-transferable and royalty-free license to use such Intellectual Property.

**18.2 Patents.** If patentable discoveries or inventions should result from Services described herein, all rights accruing from such discoveries or inventions will be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant to SRTA and to the State an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition according to law of any article or material and in use of any method that may be developed as a part of the Services under this Contract.

**18.3 Ownership of Data/Security.** All data, records and operations history information in any way relating to SRTA, its customers or a Contract, and/or Contract Amendment shall remain the property of SRTA at all times during the Contract and after Contract termination for whatever reason.

## **19. TERMINATION.**

**19.1 Termination for Cause.** Upon an Event of Default as defined in **Section 23.1 (Event of Default)**, SRTA may, in its sole discretion, terminate this Contract, in whole or in part. Termination shall take effect on the date set forth in SRTA's notice to Consultant, which shall be no less than fifteen (15) Days after the date of such notice, except in the case of financial improprieties, fraud or other criminal activity on Consultant's part in which case, termination shall be effective immediately upon notification. Upon such termination, SRTA will have the right to appropriate or use any or all Services (whether or not complete) as SRTA determines. Upon such termination SRTA shall not be required to pay Consultant any amounts for Services performed prior to the date of termination for which payment may be due and owing but not yet paid ("Remaining Payment"). In the event SRTA's expenses incurred or anticipated to be incurred as a result of Consultant's breach are less than the Remaining Payment, SRTA shall remit such differential to the Consultant. In the event SRTA's expenses incurred or anticipated to be incurred as a result of Consultant's breach exceed the Remaining Payment, including any costs of SRTA incurred by any delay (or from any reason attributable to the delay) then Consultant shall within five (5) Days written notice from SRTA,

make payment of the differential to SRTA. In addition to the rights and remedies in this Section, SRTA shall have all other rights and remedies against Consultant which are available at law or in equity. The Consultant acknowledges that the remedy set forth in this Section is the Consultant's sole and exclusive remedy against SRTA for termination for cause and Consultant hereby waives all other rights and remedies it may have against SRTA, whether at law or in equity.

**19.2 Termination for Convenience.** SRTA may terminate this Contract, in whole or in part, for convenience upon thirty (30) Days written notice. Consultant will be paid for all satisfactory Services performed prior to termination, less amounts due SRTA pursuant to the Contract Documents. All Services performed shall remain the property of SRTA. SRTA shall not be responsible to Consultant for, and Consultant hereby waives any right to, any other costs, fees and expenses of any nature whatsoever including, but not limited to, administrative fees, legal fees, costs to set up or shut down operations, salary, overhead, or any other cost or expense, whether direct or indirect, whether foreseen or unforeseen. The Consultant acknowledges that the remedy set forth in this **Section 19.2** is the Consultant's sole and exclusive remedy against SRTA for termination for convenience and Consultant hereby waives all other rights and remedies it may have against SRTA, whether at law or in equity.

**19.3 Termination in General.** Under no circumstances shall a proper termination by SRTA (with or without cause) constitute a default by SRTA. In the event of a termination for convenience or for cause SRTA shall notify Consultant of such action and with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in this Section. In the event of a termination for convenience or for cause, Consultant shall comply with the terms and conditions of **Section 24.2 (Transition)**. Consultant shall not be paid for, and Consultant hereby waives any claim to special, indirect, consequential or undocumented expenses, lost profit, overhead or any other type of payment (except payment for satisfactory Services actually performed in accordance with the Contract) regardless of the reason for termination.

**19.4 Compliance with Contract.** Consultant shall comply with all of the terms and conditions of the Contract Documents including, but not limited to, the provisions of **Section 24 (Cooperation, Transition of Services, and End of Contract Responsibilities)**, in the event SRTA exercises any of its rights under this Section.

**20. CHANGES IN CONSULTANT ORGANIZATION.** The Consultant shall notify SRTA in writing within five (5) Business Days upon any action that changes Consultant's corporate structure, including company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in corporate governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact SRTA, including payments to the Consultant, and Consultant shall identify how these impacts to SRTA will be mitigated. Consultant shall immediately notify SRTA of any material adverse change since the Effective Date in Consultant's financial condition, business, affairs or operations, or of the existence of any material impairment of rights or ability of Consultant to carry on as its business and operations as are currently conducted.

**21. CONFIDENTIALITY.** Consultant acknowledges that in order to perform the Services called for in this Contract, it will be necessary for SRTA to disclose to Consultant certain trade secrets, and confidential information concerning the Services, SRTA's customers, operations, projects, procurements and any confidential and/or proprietary information of any of SRTA's vendors (collectively, "Confidential Information"). Consultant agrees that it shall use its best efforts to keep the Confidential Information strictly confidential and shall not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Consultant to perform the Services, and who have executed a nondisclosure agreement with either Consultant or SRTA consistent with the provisions hereof.

**21.1 No Obligation of Confidentiality.** Consultant shall not have any obligation of confidentiality with respect to any Confidential Information which: (i) can be conclusively demonstrated by the

Consultant to have been in its possession or known by it prior to receipt of the Confidential Information under this Contract; (ii) is disclosed by the Consultant with the written approval of SRTA; (iii) is developed independently by the Consultant without reference in any way to the Confidential Information provided under this Contract; or (iv) is obligated to be disclosed by order of a court of competent jurisdiction or is subject to disclosure under the Georgia Open Records Act.

**21.2 Use of Confidential Information.** Consultant and its representatives shall use the Confidential Information solely for the purpose of providing the Services required under the Contract Documents and shall not in any way use the Confidential Information to the detriment of SRTA or its Customers.

**21.3 Return of Confidential Information.** The Consultant shall return to SRTA any Confidential Information immediately on request but no later than upon the termination for whatever reason of this Contract.

**22. DISPUTE RESOLUTION.** In the event of any dispute whatsoever arising out of or relating to the Contract Documents or the Services, the disputing Party must furnish a written notice to the other Party, setting forth in detail the dispute. Such notice must be addressed to the SRTA-designated Representative and SRTA's Procurement Director or the Consultant Program Manager, as applicable. Within five (5) Days after the receipt of the notice by the receiving party, the SRTA-designated Representative and the Consultant Program Manager shall meet in SRTA's offices to attempt to resolve the dispute. If the SRTA-designated Representative and the Consultant Program Manager cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute then, within five (5) Days after the date of written notice by either individual to the Executive Director of SRTA and of the Consultant, the Executive Director of SRTA and the \_\_\_\_\_ shall meet in SRTA's offices to attempt to resolve the dispute. If the Executive Director of SRTA and the \_\_\_\_\_ cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then either Party may pursue those remedies only as allowed under this Contract.

### **23. EVENT OF DEFAULT; DAMAGES/REMEDIES.**

**23.1 Event of Default.** The following shall constitute an Event of Default on the part of the Consultant:

**23.1.1** The Consultant withheld, disrupted or delayed Services due to non-payment by SRTA, if such withholding of payment is allowed under **Section 9 (Payment)** and the continuance thereof for a period of three (3) Business Days after notice is given to the Consultant by SRTA;

**23.1.2** The Consultant has failed to deliver the Services or a component thereof on a timely basis, except to the extent of an excusable delay in accordance with **Section 14.3 (Time Extensions)** and the continuance thereof for a period of five (5) Business Days after notice is given to the Consultant by SRTA;

**23.1.3** The performance of the Consultant is not satisfactory, and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by SRTA;

**23.1.4** The Consultant becomes insolvent (other than pursuant to a case, proceeding, or other action pursuant to subparagraph (a)(xii)), or has assigned the proceeds of the Contract for the benefit of the Consultant's creditors (except any assignment of proceeds as collateral for any loan), or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or the Consultant's property or affairs have voluntarily been put in the hands of a receiver; or any case, proceeding or other action against the Consultant is commenced in bankruptcy, or seeking reorganization, liquidation or any relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution or other similar act or law of any jurisdiction, which case, proceeding or other action remains undismitted, undischarged or unbonded for a period of thirty (30) Days;

- 23.1.5 The Consultant failed to provide "adequate assurances" within five (5) Days of SRTA's notice, when, in the opinion of SRTA, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform any of its obligations under this Contract;
- 23.1.6 The suspension or revocation of any license, permit, or registration necessary for the performance of the Consultant's obligations under this Contract and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by SRTA;
- 23.1.7 The Consultant suspended or failed to proceed with any part of the Services and the continuance thereof for a period of seven (7) Days after notice is given to the Consultant by SRTA;
- 23.1.8 The default in the performance or observance of any of the Consultant's other obligations under the Contract Documents and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by SRTA.

**23.2 SRTA Damages/Remedies.** Upon the occurrence of an Event of Default, SRTA may, in addition to and without prejudice to all other contractual remedies and/or remedies allowed at law or in equity, proceed to take any or all of the following actions:

- 23.2.1 Withhold any money then due and/or thereafter due to Consultant;
- 23.2.2 Perform or cause to be performed for the account of Consultant any contractual obligation, the performance of which the Consultant is in default, or make any payment for which the Consultant is in default. The Consultant shall pay to SRTA upon demand any amount paid or incurred by SRTA in the performance of such obligation. Any amounts which have been paid or incurred by reason of failure of the Consultant to comply with any obligation or provision of this Contract shall bear interest at the Default Rate, which shall be defined as the Prime Rate plus five (5) percent, but in no case higher than the highest rate permitted by law, from the date of payment by SRTA until paid by the Consultant ("Default Rate"); and
- 23.2.3 Obtain the Services, or a portion thereof, from a third party under substantially similar terms of this Contract, and recover from Consultant all additional costs and expenses paid or incurred by SRTA as a result of the Event of Default, plus all additional costs paid or incurred by SRTA to obtain the replacement Services as set forth in this **Section 23.2**.

## **24. COOPERATION, TRANSITION OF WORK, AND END OF CONTRACT RESPONSIBILITIES.**

**24.1 Cooperation.** In the event that SRTA enters into any agreement at any time with any other consultant(s) for work related to the Services, Consultant agrees to cooperate fully with such other consultant(s) in order to facilitate the performance of the Services and/or provision of work by such other consultant(s) and to refrain from any activity which would interfere with performance of the Services and/or provision of work by such other consultant(s).

**24.2 Transition.** Upon expiration or earlier termination of this Contract, Consultant shall accomplish a complete transition of the Services from Consultant to SRTA, to a SRTA-designated Representative or to any replacement provider designated by SRTA, without any interruption of, or adverse impact on the Services any component thereof or any other Services provided by third parties. Consultant shall cooperate fully with SRTA, a SRTA-designated Representative, or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All Services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder and any other work for which there are no labor or Equipment rates set forth in **Exhibit C (Consultant Rates)**.



**24.3 End of Contract.** The Consultant shall perform the end of Contract responsibilities as reasonably specified by SRTA upon the expiration or earlier termination of this Contract.

**24.4 Failure to Comply.** The Parties acknowledge and understand that Consultant's failure to comply with the terms and conditions as stated hereinabove shall adversely affect SRTA and result in monetary loss to SRTA. SRTA shall assess, audit, and certify to the Consultant SRTA's monetary losses resulting from the Consultant's failure to comply with the provisions of this **Section 24**.

**25. CONFLICTS OF INTEREST.** The Consultant represents and warrants that it, its principals, its employees, and all others in close association or otherwise affiliated with it, have no conflict of interest or of time, directly or indirectly, that would prevent timely performance of the Services in a manner that is free of appearance or fact of impropriety. The Consultant promises to allow no such conflict to arise and promises to disclose such a conflict in the event that, nevertheless, one develops. Such disclosure must be made in writing to the SRTA-designated Representative no later than five (5) Days after such conflict arises.

**26. EXHIBITS.** The following Exhibits are incorporated by reference into and made a part of the Contract Documents:

**Exhibit A-** RFQ

**Exhibit B-** Statement of Qualifications

The following Exhibits are attached hereto and incorporated into the Contract Documents:

**Exhibit C-** Consultant Rates

**Exhibit D-** Definitions

**Exhibit E –** Form Task Order

**Exhibit F –** FTA Requirements

**27. MISCELLANEOUS.**

**27.1 Compliance with laws.** The Consultant shall perform its obligations hereunder in accordance with all applicable federal, state, and local government laws, rules, regulations, orders, ordinances and approvals, including but not limited to procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, O.C.G.A. §50-5-82, O.C.G.A. §13-10-91, immigration (O.C.G.A. §13-10-91 et seq.), and auditing and reporting provisions, now or hereafter in effect, and any rules required by any federal grant funding payment by SRTA.

**27.2 Parties Bound.** This Contract will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

**27.3 Time of the Essence; Force Majeure.** Time is of the essence for all Services performed pursuant to the Contract Documents. The Consultant shall perform its responsibilities in accordance with the schedule set forth therein. However, neither Party shall be liable to the other Party for any delay or failure of performance due to fires or other casualties, acts of God, unusual weather conditions, strikes or labor disputes, or war. Consultant's exclusive remedies for force majeure are set forth in **Section 14.3 (Time Extensions)**.

**27.4 Non-disparagement.** Each Party agrees not to make any statement, written or oral, to any third party which disparages or criticizes the other Party or the other Party's respective officers, directors, employees, agents or management and business practices, in each case in connection with the performance or administration of the Services, this Contract, any other work/relationship between the other Parties under separate agreement, or any matter related thereto. The provisions of this **Section 27.4 (Non-**

**disparagement**) shall not apply to any truthful statement required to be made by either Party, or such Party's officers, directors or agents, as the case may be, in any legal proceeding or governmental or regulatory investigation or to any internal discussions or communications between the Parties.

**27.5 Trading with State Employees.** The Consultant represents that the provisions of O.C.G.A. §§45-10-20 *et seq.* have not and will not be violated under the terms of this Contract.

**27.6 Registered Lobbyists.** Consultant represents and warrants that the Consultant and its lobbyists, if any, are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Procurement Manual, incorporated herein by reference.

**27.7 Governing Law and Venue.** This Contract is a Georgia agreement made under the laws of the State. It will be enforced according to Georgia law without regard to its conflict of laws rules or any other rules directing referral to foreign law or forums. Any action related to this Contract in any way shall be brought exclusively in the Superior Court of Fulton County, Georgia, and each Party hereby consents to the jurisdiction and venue of such Court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum. Each Party hereby agrees to execute an acknowledgment of service of process at the request of the other Party in any litigation related to this agreement. In the event that a Party does not provide an acknowledgment of service as agreed, each Party consents to service of process at that Party's address set forth in **Section 27.8 (Notices)**.

**27.8 Notices.** All notices, notifications, approvals, acceptances, requests, permission, waivers or other communications (excluding invoices that will be handled as set forth in **Section 9 (Payment)** hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Consultant shall submit a complete, audit worthy invoice to the following address: State Road & Tollway Authority, ATTN: Accounts Payable, 245 Peachtree Center Avenue NE, Suite 2200 Atlanta, GA 30303 and at [einvoices@srta.ga.gov](mailto:einvoices@srta.ga.gov). Invoices may also be sent by U.S. Mail, postage prepaid. Notices will be deemed to have been given when received, unless otherwise noted in the Contract. If a Party refuses to accept delivery or fails to take delivery, notice shall be deemed given on the day delivery is first attempted. Notice may also be given by email, provided a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below.

*For SRTA:*  
State Road and Tollway Authority  
Attn: Executive Director  
245 Peachtree Center Avenue NE  
Suite 2200  
Atlanta, Georgia 30303  
Phone: (404) 893-3000  
Email: [ctomlinson@srta.ga.gov](mailto:ctomlinson@srta.ga.gov)  
Copt to: Merryl Mandus, General  
Counsel

*For the Consultant:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**27.9 Taxes.** The Consultant will pay all taxes lawfully imposed upon it that may arise with respect to this Contract.

**27.10 Safety and Health/No Discrimination.** Consultant shall at all times comply with and require that all of its subcontractors performing Services under this Contract comply with all applicable federal and State occupational safety and health standards, rules, regulations and federal and State orders. Consultant shall not and shall cause any subcontractor to not discriminate on the basis of race, color, national origin, sex, age, religion or handicap in the performance of the Services under the Contract

Documents. Consultant shall carry out and shall cause its subcontractors to carry out, applicable requirements of 49 CFR Part 26. Consultant shall include this provision in every subcontract pertaining to the Services.

- 27.11 Publicity.** Consultant shall not issue a press release or otherwise publicize the Services or this Contract without the prior written permission of SRTA's Director of External Affairs.
- 27.12 Drug-Free Workplace.** Consultant certifies that (i) a drug free workplace will be provided for the Consultant's employees during the performance of this Contract, and (ii) it will secure from any subcontractor, agent or assign hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Consultant's Name), (Subcontractor's Name), certifies to the Consultant that a drug free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3." Consultant may be suspended, terminated, or debarred if it is determined that (i) the Consultant has made false certification hereinabove, or (ii) the Consultant has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.
- 27.13 Remedies Cumulative.** The rights and remedies of SRTA under this Contract are cumulative of one another and with those otherwise provided by law or in equity.
- 27.14 Waiver and Severability.** The waiver by SRTA of a breach of any provision of this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Contract. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Contract are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.
- 27.15 No Third-Party Beneficiaries.** Nothing contained in the Contract Documents shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Contract.
- 27.16 Interpretation.**
- 27.15.1** The captions in this Contract are solely for convenience, and will not affect the interpretation of any terms of this Contract.
- 27.15.2** Wherever the word "including" "includes" or "include" is used in this Contract, it shall be deemed to be followed by the words "without limitation."
- 27.17 Counterparts.** The Parties may execute this Contract in counterparts.
- 27.18 Construction of Contract.** In the event this Contract must be interpreted by a court of competent jurisdiction as defined in **Section 27.7 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Contract that will not be construed against one Party over the other because such Party drafted the Contract.
- 27.19 Survival.** In addition to those provisions, which by their terms would naturally survive termination of the Contract, **Sections 3 (Inclusion and Priority of Documents), 7 (Subcontracting and Assignment), 9 (Payment), 11 (Indemnification), 12 (Insurance), 13 (Additional Consultant Responsibilities and Representations), 16 (Review/Audits), 17 (Ownership of Documents), 18 (Intellectual Property), 19 (Termination), 21 (Confidentiality), 23 (Event of Default; Damages/Remedies), 24 (Cooperation, Transition of Services and End of Contract Responsibilities), and 27 (Miscellaneous)** shall survive the termination for whatever reason of this Contract.

**27.20 Non-exclusivity.** This Contract is entered into solely for the convenience of SRTA and the State, and in no way precludes SRTA from obtaining like goods or services from other consultants at SRTA's sole discretion.

**27.21 Entire Contract; Amendment.** This Contract contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. SRTA shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document prepared by the Consultant which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. No amendment to this Contract shall be valid unless made in writing and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed effective as of the

Effective Date. State Road and Tollway Authority \_\_\_\_\_(SEAL)

By: \_\_\_\_\_

Christopher Tomlinson  
Executive Director

Attest: \_\_\_\_\_

Merryl Mandus  
General Counsel

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR QUALIFICATIONS**

Incorporated herein by reference.

**EXHIBIT B**  
**STATEMENT OF QUALIFICATIONS**

Incorporated Herein by Reference

**EXHIBIT C**  
**CONSULTANT'S PRICE PROPOSAL**

## **EXHIBIT D DEFINITIONS**

**Amendment** means a document that is properly signed by both Parties that changes the terms and conditions of this Contract.

**Amended Task Order or Change Order** shall have the same meaning assigned to it in **Section 10.2 (Amended Task Order)** of the Contract.

**Business Day(s)** means Monday through Friday excluding State recognized holidays.

**Confidential Information** shall have the same meaning assigned to it in **Section 21 (Confidentiality)** of the Contract.

**Compensation for Services** means the monetary compensation paid for the Services performed as more specifically described in **Section 9 (Payment)** of the Contract

**Consultant** shall have the same meaning assigned to it in the preamble of the Contract.

**Consultant Intellectual Property** shall have the same meaning assigned to it in **Section 17 (Ownership of Documents)** of the Contract.

**Consultant Parties** shall have the same meaning assigned to it in **Section 18.1 (Work Made for Hire)** of the Contract.

**Consultant Program Manager** shall have the same meaning assigned to it in **Section 5.2.2 (Consultant Program Manager)** of the Contract.

**Contract Documents** shall have the same meaning assigned to it in **Section 3 (Inclusion and Priority of Documents)** of the Contract.

**Contract** shall have the same meaning assigned to it in **Section 3 (Inclusion and Priority of Documents)** of the Contract.

**Day(s)** shall mean calendar days unless otherwise specified in the Contract as a Business Day.

**Default Rate** shall have the same meaning assigned to it in **Section 23.2.2 (SRTA Damages/Remedies)** of the Contract.

**Design Team** means the entity who provides engineering design services on behalf of SRTA.

**Disputed Services** shall have the same meaning assigned to it in **Section 14 (Changes)** of the Contract.

**DOAS** shall have the same meaning assigned to it in **Section 11.2 (General Indemnification)** of the Contract.

**Effective Date** shall mean the date set forth in the preamble of the Contract.

**Equipment** means all machinery, apparatus, and tools necessary for the proper construction and acceptable completion of the Consultant's services or the Contractor's work, plus the necessary repair parts, tools, and supplies for upkeep and maintenance.

**Event of Default** shall have the meaning assigned to it in **Section 23.1 (Event of Default; Damages/Remedies)** of the Contract.

**FTA** means the Federal Transit Administration of the U.S. Department of Transportation. When used to designate a SRTA Contract No. 19-117

On-Call CEI Services



person, FTA shall mean the Administrator or his duly authorized representative.

**Funds** shall have the same meaning assigned to it in **Section 11.2 (General Indemnification)** of the Contract.

**Georgia Open Records Act** shall refer to O.C.G.A § 50-18-70.

**Indemnitees** shall have the same meaning assigned to it in **Section 11.2 (General Indemnification)** of the Contract.

**Initial Term** shall have the meaning assigned to it in **Section 4 (Contract Term and Renewal)** of the Contract.

**Intellectual Property** means any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the forgoing, whether or not registered as of the Effective Date or at any later date.

**Invoice** shall have the same meaning assigned to it in **Section 9.8 (Invoicing)** of the Contract.

**Key Personnel** means employees of the consultant, or any sub consultant(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities, whose work is considered by SRTA to be essential to the Services being performed under the Contract Documents. The following personnel are considered to be Key Personnel: all personnel listed in Consultant's Statement of Qualifications in response to the RFQ.

**O.C.G.A** shall mean the Official Code of Georgia Annotated.

**Party/Parties** shall have the same meaning assigned to it in the preamble of the Contract.

**Project** shall mean the scope of Services for accomplishing the Services as specified in the Contract Documents.

**Remaining Payment** shall have the same meaning assigned to it in **Section 19.1 (Termination for Cause)** of the Contract

**Renewal Term** shall have the meaning assigned to it in **Section 4 (Contract Term and Renewal)** of the Contract.

**RFQ** shall have the same meaning assigned to it in the preamble of the Contract.

**Response** shall have the same meaning assigned to it in **Section 3 (Inclusion and Priority of Documents)** of the Contract.

**Separation of Insureds** shall have the same meaning assigned to it in **Section 12.2.2 (Insurer Qualifications, Insurance Requirements)** of the Contract.

**SRTA** means the State Road and Tollway Authority.

**SRTA-designated Representative** shall mean the employee(s), individual(s), consultant, partnership, firm, or corporation authorized by SRTA to act on behalf of SRTA in matters related to this Contract.

**State** shall mean the State of Georgia.

**Services** shall have the same meaning assigned to it in the preamble to the Contract.

**Work Product** shall have the same meaning assigned to it in **Section 18.1 (Work Made for Hire)** of the Contract.

**Task Order** shall have the same meaning assigned to it in **Section 10.1 (Task Order)** of the Contract.

**Work Product** shall have the meaning assigned to it in **Section 18.1 (Work Made for Hire)** of the Contract.

**Worker's Compensation** shall have the same meaning assigned to it in **Section 12.3.1 (Worker's Compensation and Employer's Liability)** of the Contract.

**Exhibit E**

**Form Task Order**

**STATE ROAD AND TOLLWAY AUTHORITY**

SRTA GSC Task Order #\_ \_\_\_\_\_  
Consultant Name: \_\_\_\_\_  
Task Order Name: \_\_\_\_\_  
Task Order #\_ Effective Date: \_\_\_\_\_  
SRTA Contact for this Task Order: \_\_\_\_\_

*I. Introduction (Concise Statement of Purpose--- 1 or 2 sentences)*

*II. Scope of Services*

*III. Task Inputs by SRTA*

*IV. Task Outputs by Consultant*

*V. Services Schedule*

*VI. Compensation.*

*VII. Task Order Maximum-not-to-Exceed Amount (If applicable).*

*VIII Governing Terms*

*This Task Order will be governed by the terms and conditions of the Professional Services Agreement between the State Road and Tollway Authority and Consultant, dated \_\_\_\_\_, 20\_\_\_\_, which is incorporated herein by reference (“Agreement”). Any capitalized term not defined in this Task Order #\_ shall have the definition assigned in the Agreement to such term.*

***IN WITNESS WHEREOF***, the Parties have signed, sealed and delivered this Task Order #\_ effective as of the Task Order #\_ Effective Date.

*State Road and Tollway Authority*

*Consultant (SEAL)*

By: \_\_\_\_\_  
Christopher S. Tomlinson  
Executive Director

By: \_\_\_\_\_  
Name:  
Title:

## **Exhibit F**

### **MANDATORY FTA REQUIREMENTS**

#### **1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**

- 1.1 SRTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to SRTA, Consultant, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- 1.2 Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

- 2.1 Consultant acknowledges that the provisions of the Project Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Project Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of the underlying Agreement, 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 Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, 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 Project Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.
- 2.2 Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under SRTA of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Consultant, to the extent the Federal Government deems appropriate.
- 2.3 Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **3. ACCESS TO RECORDS.**

- 3.1 Consultant agrees to provide to SRTA, Georgia Office of Treasury and Fiscal Services, U.S. Secretary of Transportation, and the Comptroller General of the United States or their duly authorized representatives, access to all contract records, including those required by 49 U.S.C. § 5325(g), for the purpose of examining, auditing, and copying them. Consultant further agrees to require and assures that its subcontractors shall provide sufficient access to procurement records as needed for compliance with State and Federal laws and regulations or to assure proper project management as determined by FTA.
- 3.2 During the course of the Services and for three (3) years thereafter from the date of final payment, Consultant agrees to maintain intact and readily accessible all data, books, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Services as the State and Federal governments may require.

4. **FEDERAL CHANGES.** Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Contract

between Purchaser (SRTA) and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement.

## 5. CIVIL RIGHTS.

- 5.1 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 5.2 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Agreement:
- 5.2.1 *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Agreement. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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, Consultant agrees to comply with any implementing requirements FTA may issue.
- 5.2.2 *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.
- 5.2.3 *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.
- 5.3 Subcontracts. Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## 6. DISADVANTAGED BUSINESS ENTERPRISES (DBE).

- 6.1 This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. SRTA's overall goal for DBE participation in federally funded contracts awarded during FFY'18-FFY'20 (October 1, 2017 and September 30, 2019) is 8%. SRTA has not established a separate DBE goal for this Project.

- 6.2 Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SRTA deems appropriate. Each subcontract Consultant signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 6.3 During the term of this contract, the Consultant will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform under the contract, and that the Consultant meets its DBE commitment as set forth in its bid.
- 6.3.1 If Consultant requests substitution of a DBE subcontractor or supplier listed in its Offer Document 13-Subcontractors and DBEs Information and Certifications form, the Contract shall exert good faith efforts to replace the DBE firm with another DBE firm subject to approval of SRTA.
- 6.3.2 Consultant shall not terminate for convenience any DBE subcontractor or supplier listed in its Offer Document 13-Subcontractors and DBEs (or an approved substitute DBE firm) and then perform the work itself or with its affiliates without prior written of SRTA.
- 6.3.3 If a DBE subcontractor or supplier is terminated or fails to complete its work on the contract for any reason, Consultant shall make good faith efforts to find another DBE firm to substitute for the original DBE firm.
- 6.4 Consultant will be required to report its DBE participation obtained through race-neutral means throughout the Term of Agreement.
- 6.5 Consultant is required to pay its subcontractor(s) performing work related to this Agreement for satisfactory performance of that work no later than fifteen (15) Days after Consultant's receipt of payment for that work from SRTA. In addition, Consultant may not hold retainage from its subcontractors.
- 6.6 Consultant must promptly notify SRTA whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Consultant may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SRTA.

**7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, 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. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any SRTA requests which would cause SRTA to be in violation of the FTA terms and conditions.

#### **8. PROMPT PAYMENT OF SUBCONTRACTORS.**

- 8.1 Consultant shall pay its subcontractors for satisfactory performance of their contracts no later than fifteen (15) Days from receipt of each payment received by Consultant from SRTA.
- 8.2 Failure to comply with the terms and conditions of this Article shall constitute a breach of contract and further payments for any work performed may be withheld until such time as corrective action is taken. Consultant shall be responsible for any corrective action required by SRTA at the time of final inspection. If Consultant fails to take corrective action, SRTA reserves the right to terminate the contract.

- 8.3 Any delay or postponement of payment among Consultant and its subcontractors may take place only for good cause, with prior written approval from SRТА.
- 8.4 All subcontract agreements between Consultant and subcontractors shall be in writing and shall contain all of the federal requirements and pertinent provisions of the prime contract.
- 8.5 Consultant is required to return any and all retainage payments to its subcontractors within thirty (30) Days after the subcontractor's work related to this Agreement is satisfactorily completed. SRТА discourages Consultant from withholding retainage from its subcontractors.

## **9. SUSPENSION AND DEBARMENT.**

- 9.1 This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, SRТА is required to assure that Consultant, its subcontractors, and other participants at any tier of the Project are not excluded or disqualified as defined in 2 CFR Part 180 Subpart I.
- 9.2 Consultant is required to comply with 2 CFR Part 180 and 2 CFR Part 1200 and must include the requirement to comply with Subpart C of 2 CFR 180 as supplemented by 2 CFR Part 1200 in any lower tier covered transaction.

**10. ENERGY CONSERVATION.** 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.

## **11. LOBBYING.**

- 11.1 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying" with their bid. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**12. CLEAN AIR REQUIREMENTS.** 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. Consultant agrees to report each violation to SRТА and understands and agrees that SRТА will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**13. CLEAN WATER REQUIREMENTS.** 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. Consultant agrees to report each violation to SRТА and understands and agrees that SRТА will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**14. FLY AMERICA.** Consultant agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their vendors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**15. COVENANT AGAINST CONTINGENT FEES.** Consultant shall comply with all relevant requirements of all Federal, State, and local laws. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, SRTA shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**16. NATIONAL ITS CONFORMANCE CLAUSE.** To the extent applicable, Consultant agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 FR 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.”

**17. PREVAILING WAGE AND ANTI-KICKBACK.** For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Consultant shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Consultant will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Consultant shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Consultant agrees to pay wages not less than once a week. The Consultant shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Services Financed in Whole or in part by Loans or Grants from the United States.” The Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Consultant shall comply with the Contract Services Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Consultant shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Services in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), SRTA Contract No. 19-117



for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Services Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

**19. VETERAN'S PREFERENCE.** Consultant shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C Section 2108) who have the requisite skills and abilities to perform the construction work required under this contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or former employee.