



April 24, 2024

REQUEST FOR PROPOSAL
RP004-24

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants for the **Provision of Architectural & Engineering (A&E) Design Services and Support for the Gwinnett Place Transit Center** for the Department of Transportation.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on **May 17, 2024** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A Web-Ex pre-proposal conference is scheduled for **1:00 P.M. on May 2, 2024**. To access, dial **1-408-418-9388** and enter conference ID, **23309696704##**. All consultants are urged to attend.

Site Visit: The Gwinnett Place Transit Center is located at 3486 Satellite Blvd, Duluth, GA 30096. It is currently operating and open to the public. The respondents may visit the site at their own convenience for picture taking, measurements, and visual assessment.

Questions regarding proposals should be directed to Michael Milstein, Purchasing Associate II at michael.milstein@gwinnettcounty.com or by calling 770-822-7811 no later than **12:00 P.M. on May 6, 2024**. Proposals are legal and binding upon the vendor when submitted. Consultants are requested to submit one (1) original unbound single sided, five (5) bound copies and one electronic copy on a flash drive of the proposal package to meet the requirements below. All copies must be identical to the original.

Successful consultants will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email.

We look forward to your proposal and appreciate your interest in Gwinnett County.

Micheal Milstein
Purchasing Associate II

SECTION I - INVITATION TO SUBMIT PROPOSALS

A. Overview

Gwinnett County is requesting proposals from consultants for Engineering Design and Support during Preconstruction and Construction of the Gwinnett Place Transit Center Project (Phase 1 and 3).

Responses to this Request for Proposal will follow a Request for proposals process. Consultants are invited to submit a Statement of Qualifications proposal to include information that address the Consultant’s firm stability; experience, qualifications, and availability of project team proposed; and past experience and proven performance as detailed in Section VII.

After Proposals are submitted, an independent selection committee will evaluate each proposal, using the criteria in Section VI. Following evaluation of proposals, Gwinnett County reserves the right to request a presentation/interview as determined in its best interests.

Prime vendors will be permitted to partner with sub-consultants as part of the proposal but must be clearly identified. No work will be paid by the County to any consultant for work done by the consultant or by a sub-consultant if this work is not billed according to the hourly rates and position titles submitted with their proposal.

B. Proposals

Qualification Packages shall be submitted in a **sealed envelope/package**. One (1) unbound original – double sided (designated as the original), five (5) bound copies (may be double sided), and one (1) electronic version on a thumb drive of the proposals shall be submitted. All copies of the proposals must be identical. The electronic version should be a single pdf file that is identical to the hard copies and not multiple files.

Cost proposals shall be submitted in a **separate sealed envelope** including Hourly Labor Rates, Staff Classifications proposal, and total cost. **Based on the qualification evaluation**, the County will only open the most qualified firm’s cost proposal.

The envelopes shall be addressed to the following and labeled as shown below:

Gwinnett Justice and Administration Center
 Purchasing - 2nd Floor
 75 Langley Drive
 Lawrenceville, Georgia 30046

Qualification Package	Cost Proposal Envelope – Hourly Labor Rates, Staff Classifications and Total Cost
Provision of Architectural & Engineering (A&E) Design Services and Support for the Gwinnett Place Transit Center <i>Company Name</i> QUALIFICATION PROPOSAL – RP004-24	Provision of Architectural & Engineering (A&E) Design Services and Support for the Gwinnett Place Transit Center <i>Company Name</i> COST PROPOSAL – RP004-24

The full cost of proposal preparation is to be borne by the proposing firm. The original proposal must be signed in ink by a company official who has authorization to commit

company resources. These officials will also be individuals noted as authorized to sign the Agreement.

C. Consultant Proposal Development and Submittal Responsibilities

Request for Proposal Questions: All questions concerning this RFP shall be directed IN WRITING by the date indicated on the cover page of the invitation. Where appropriate, responses to formal questions will be in writing and will be distributed to all firms on our record as having received a copy of this RFP.

Please note that it is the Consultant's responsibility to confirm with the Purchasing Associate that the Proposer is on record as having received a copy of this RFP and associated addendum. In each case of formal questions, the Gwinnett County Department of Transportation (GCDOT) will determine whether a response is appropriate or necessary. If questions require a formal response or changes are made to the RFP

Proposal Development Costs: Gwinnett County will not pay any Consultant or Subconsultant for work done in preparation of this proposal submittal.

Proposal Submittal: Sole responsibility rests with the firm to ensure that their proposal is received on time at the above stated location.

Proposals submitted by alternate means other than those specified in this solicitation will be rejected and disposed of accordingly. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the County receives a proposal through such alternate means, the County does not assume any burden or liability to notify the Consultant that the proposal has been rejected.

Proposers are to follow the instructions outlined in this solicitation and failure of the Proposer to do so may result in the County deeming the Proposer's submittal as non-responsive. Firms are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service, or other means. Late proposals will **not** be accepted and will be returned to the Proposer. If hand delivery, allow extra time as you will be required to go through security.

D. No Communication Period

Between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without written permission of the Purchasing Associate named in the solicitation. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. This process is to ensure that all prospective respondents have the same level of knowledge relative to the RFP, as well as ensuring any additional data is made available to all proposers.

E. Proposals Received

Submitted proposals and all documentation regarding the proposals will not be made available to the public until such time that an official action has been taken by the Gwinnett County Board of Commissioners to award or reject this solicitation. All proposals and supporting materials, as well as correspondence relating to this RFP, become property of Gwinnett County when received and will be subject to the Georgia Open Records Act.

Information submitted by a Consultant in the proposal shall be subject to disclosure in accordance with the Georgia Open Records Act. Gwinnett County reserves the right to use the best ideas suggested or proposed by any Consultant during the RFP process. All such ideas may be incorporated within the scope of work for this project.

F. Legal

All applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Consultants and services throughout and incorporated herein by reference. The Agreement with the selected firm, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.

G. PROPOSAL PROCESS SCHEDULE

While Gwinnett County will make every attempt to meet this schedule, Gwinnett County reserves the right to revise the schedule as necessary. The dates below are subject to change.

Timeline	DATE	TIME
Issue Public Advertisement	April 24, 2024	
Pre-proposal Conference	May 2, 2024	1:00 PM
Deadline for Written Questions	May 6, 2024	12:00 PM
Last Day for Addendum Publication	May 9, 2024	
Proposal Deadline	May 29, 2024	
Interview top qualifying firms (if needed)	June 24th-26th	
BOC Action	August 6, 2024	

SECTION II – PROJECT OVERVIEW

1. INTRODUCTION:

Gwinnett County is a cosmopolitan community in the northeast metropolitan Atlanta area that is home to a vibrant, diverse blend of people and places. It is the second most populous county in Georgia and has been one of the fastest growing counties in the United States for several decades. Our transit division is housed within the Department of Transportation of Gwinnett County (GCDOT)

and has operated service since 2001. The backbone of Gwinnett County's transit system is fixed route service.

Gwinnett County's population is approximately 1,000,000 and more than 126,000 transit trips are provided on a monthly basis. In 2023, Gwinnett County delivered 1,177,142 fixed route trips (i.e., unlinked passenger trips). Approximately 41 percent of Gwinnett County residents have access to fixed route service. Gwinnett County has 91 buses to support fixed route service and 11 vehicles to support ADA paratransit service. At the beginning of 2023, the Gwinnett County transit service was rebranded to Ride Gwinnett.

Gwinnett County recently adopted its countywide Transit Plan (TP) which evaluated travel demands, projected future public transportation needs, and made recommendations to connect Gwinnett County and its residents to the places they want to go. As part of the TP implementation, with a renewed focus on improving rider experience, the redevelopment of the Gwinnett Place Transit Center (the Project) is an essential first step to accomplish the goals of the TP.

The Project is also the critical missing link in the transformative redevelopment of the Gwinnett Place Mall site, located in one of the largest activity centers in the region, into a thriving, walkable, transit-oriented community. The Project features improved multimodal access to the existing transit center and seamless transfers between multiple bus routes, including the first bus rapid transit (BRT) service in the county. Additionally, the Project invests in modern amenities to enhance rider experience as well as new bicycle and pedestrian facilities to provide safe access to transit and connect to a future regional greenway.

2. PROJECT INFORMATION

A. Project Purpose

The purpose of the project is to address the key transportation challenges that Gwinnett County is facing:

- **Gwinnett County's rapid growth is outpacing transit infrastructure and leading to service gaps in underserved communities.** Gwinnett's population is projected to grow by 60 percent in 30 years to become the most populous county in Georgia. Much of this growth is occurring in the more urban, western part of the county, where the existing transit center serves one of the highest concentrations of service and retail jobs in the county.
- **Growing demand for expanded multimodal options will be amplified by the growth anticipated from the Gwinnett Place Mall redevelopment efforts.** Plans are underway to transform the former mall site into Global Villages, a vibrant, mixed-use community that will be mostly driven by a great need for more housing. Specifically, Global Villages envisions up to 3,800 new housing units for all types: for people and families with a range of incomes, a diverse workforce, and multi-generational households.
- **Insufficient capacity to accommodate growing transit service needs and support transit expansion.** The existing transit center has reached its capacity to accommodate the expansion service launching in 2023. Additionally, the current facility design is not adequate to serve the County's first BRT planned along Satellite Boulevard.

- **Outdated facility with inadequate customer services and lack of amenities for passengers and operators.** The existing transit center is 20 years old and is the only bus hub in the County. However, it has not seen any investment beyond a few shelters. Additionally, the Ride Gwinnett customer service and ticketing office is inconveniently located across the street.

B. Project Planning Effort

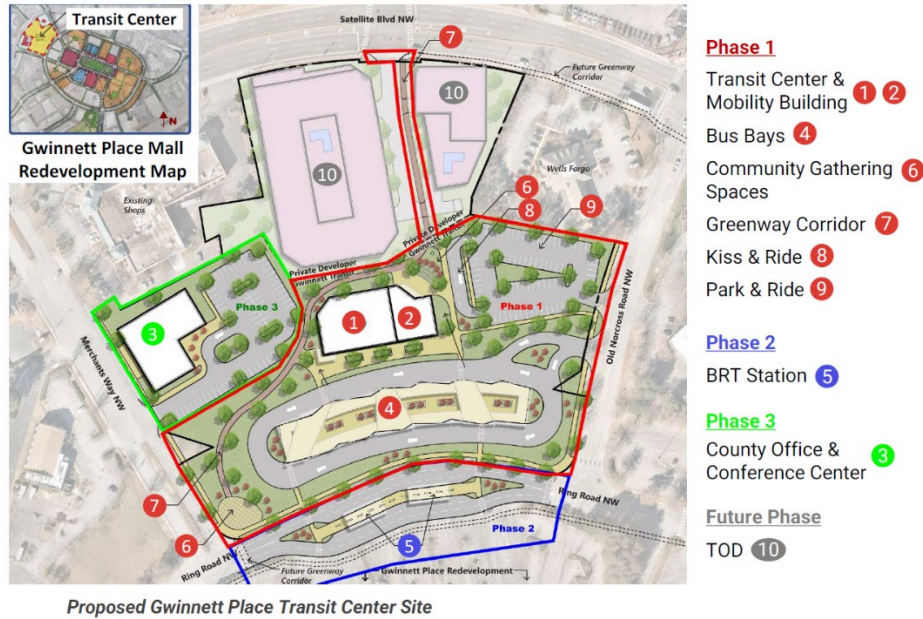
The County kicked off the Gwinnett Place Transit Center Redevelopment planning effort in 2018, followed by a conceptual design in 2022 and a site selection plan in 2023.

The outcome of the planning recommends a replacement of the existing Gwinnett Place Transit Center located at 3486 Satellite Blvd, Duluth, GA 30096, with a modern facility built to accommodate major, county-wide expansion of transit service. It will serve as a key part of the county's effort to redevelop Gwinnett Place Mall into a regionally significant transit-oriented development. The new transit facility will be constructed to maximize energy efficiency and accommodate electric bus charging and other future technologies. Once completed, it will provide modern amenities to riders, access to a future BRT, and integrated multi-modal connections to bicycle, pedestrian and trail, and rider sharing infrastructure. The existing Transit Center is located in the Future Phase depicted on the map below and must be kept operable during the design and construction process.

The overall project includes three phases:

- 1) **Phase 1-** Gwinnett Place Transit Center
 - A **two-story transit center building** will house on-site customer service, public restrooms, and operator restrooms and break area. The attached mobility building will offer travel training, serve disabled riders seeking mobility assistance and to qualify for paratransit service.
 - **Expanded bus bays from 5 to 12 bays** including two for articulated buses with amenities, including overhead canopies, real-time displays, and seating. Designated bus bays will accommodate electric vehicle charging to align with the County's first ever zero-emission fleet transition plan, currently underway in collaboration with the Atlanta Transit Link Authority (ATL).
 - **Enhanced first-mile/last-mile connectivity** including new sidewalks and a 12-foot-wide multi-use trail through the site that will link to the regional greenway corridor planned by the County. The transit center will also include a Kiss N Ride facility and EV charging stations located in the new park and ride facility.
- 2) **Phase 2-** BRT Station at Gwinnett Place
- 3) **Phase 3-** County Office and Conference Center is planned to be a building that will house county offices and a conference center for employee training and workplace development as well as a community gathering space. The building is anticipated to be a one-story building with approximately 13,800 SF. The building will also include restrooms, lobby/waiting area and possible other areas that will be identified during the programming of the building. The parking area is planned to accommodate 68 employee parking spaces including applicable ADA spaces.

The below map illustrates the three phases.



In February 2023, Gwinnett County submitted a RAISE grant application to apply federal funds for the project. The application included three phases, and indicated the project will utilize innovative approaches, which include a LEED (Leadership in Energy and Environmental Design) facility for the transit center. In July 2023, Gwinnett County successfully received a RAISE award for Phase 1 and Phase 3, without Phase 2- BRT station.

Note: This RFP is for architecture, engineering and design for Phase 1- Transit Center and Phase 3-County Office & Conference Center.

For further reference, the conceptual design is included in **Appendix-A**, the site selection report is in **Appendix -B**.

The design and engineering work for the Phase 1-transit center and Phase 3- County Office & Conference Center is funded by the Federal Transit Administration (FTA), the future contracted vendor must meet the responsibilities described below which include but are not limited to:

- **Appendix-C Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

C. ENGINEERING AND DESIGN SCHEDULE

It is anticipated that the Agreement will be awarded by the Gwinnett County Board of Commissioners by the 3rd Quarter 2024, with execution of the Agreement and a Notice to Proceed with Phase I & 3 Services shortly thereafter.

Tasks	Engineering (Months)	GCDOT Review (Months)	Cumulative Months from NTP
Preliminary Engineering – 10% and 30%	8	1	9
30% to 60% - Design Development	4	1	14
60% to 100% Detailed Design including permitting	8	1	23
Bidding/Award/Contracts	6	N/A	29
Engineering Support During Construction	20-26	N/A	49-55

GCDOT will utilize the USDOT RAISE funds, FTA funds and County local funds to implement the project.

SECTION III- SCOPE OF WORK

The project will be completed by the Design-Bid-Build delivery method. The County expects that the selected A&E consultant firm will provide: 1) architectural, engineering and design for the project of Gwinnett Place Transit Center, including architectural services, engineering services, site plans, environmental services and cost analysis, 10% plans, 30% plans, 60% plans, 90% plans and final permitted plans; 2) specifications required to enable the County to solicit bids for the work associated with the project; and 3) Engineering Support during construction.

Major Scopes and Tasks include:

Task 1 - Project Management

Task 2 - Preliminary Architectural and Engineering Service (including programming, 10% and 30% design)

Task 3 - 60% Plans

Task 4 - 90% Plans and Final Permitted Plans

Task 5 - Architectural Engineering Support During Construction including review of submittals, RFI review, payment reviews, change order reviews and validation, construction observations for conformance with plans and specifications, etc.

Task 6 - Project Quality Management

Task 7 - Public Engagement

Task 8 - Safety & Security Certification

Task 9 - Battery Electric BUS(BEB) Charging Infrastructure

Technical Disciplines

The selected A&E firm shall provide professional services including but not limited to the following architectural, engineering, planning, and design of the proposed facility:

- project management
- architectural design
- structural engineering design
- civil engineering design
- mechanical engineering design
- plumbing design
- fire suppression design
- construction cost estimating
- support of FTA documentation
- traffic engineering
- electrical engineering design including parking lot lighting and EV charging stations
- security analysis and design
- audio visual design including real time displays
- geotechnical engineering
- environmental engineering
- surveying
- landscape architecture
- sustainability design and program management
- fire and life safety design

- hazard analysis
- Battery Electric Bus (BEB) Charging Infrastructure system design
- others as needed

Note: Sustainability design is assumed to be embedded in each of the applicable design disciplines.

All other support staff, such as computer-aided drawing and drafting (CADD), building information modeling (BIM), technician assistance, and technical editing, shall be provided as required. If the consultant firm selected for the design does not have the full capability to provide all the necessary services listed above, the firm shall include all necessary subconsultants on their team necessary to complete all required work outlined in this document on the Subs List included in this document.

Guidance Documents and Mandatory Design Standards:

The A&E consultant firm for this project shall work in accordance with all guidelines, codes, and standards required by local, state, and federal authorities having jurisdiction over this project.

The consultant firm shall use the following standards and guidance where applicable:

- Gwinnett County Unified Development Ordinance (UDO), current edition
- Gwinnett County Stormwater Management Manual, 2020 edition, Vol 1 & 2
- Gwinnett County Stormwater Management Program, NPDES MS4 Permit No: GAS000118
- Gwinnett County Storm Sewer Pipe Standards
- AASHTO Guide for Park-and-Ride Facilities, October 2004 Americans with Disabilities Act (ADA)
- Roadside Design Guide
- Highway Capacity Manual
- GDOT Plan Development Process (PDP)
- GDOT Project Management Handbook
- [FTA Project and Construction Management Guidelines](#)
- 2018 International Building Code with current Georgia Amendments
- [EPA Facility Manual: Volume 2, Architecture and Engineering Guideline](#)
- Applicable Mechanical, Electrical, Plumbing, Fuel Gas, Energy Conservation, Fire Codes, and any other codes as required by Gwinnett County Planning and Development
- Gwinnett County Bus and Amenities Guidelines
- Others as required.

Coordination with GCDOT

The A&E firm shall keep an open and active communication line with the GCDOT throughout the project. Throughout the process, the A&E firm will arrange various meetings to include GCDOT, Gwinnett Planning and Development, Department of Water Resources, and other County project managers to discuss concepts and obtain input. Comments from GCDOT and other stakeholders will be addressed in a Comment Log kept by the A&E firm throughout the design process to ensure all comments are considered, evaluated, incorporated, revised, or eliminated.

To briefly describe the anticipated breadth of the engineering services required for this solicitation, the following includes, but is not limited to the generalized architectural and engineering services and deliverables:

1. Boundary and Topographic Site Survey
2. Subsurface Utility Engineering (SUE), Level B.
3. Utility Location/Re-Location Plans, & Agreements (Power, Gas, Water, Security, Telephones, Fire alarm/detection, Cable/direct tv). Designer is responsible for coordinating with utility owners to determine availability, tie-in locations and utility provider fees for the project.
4. Complete civil site plans
5. Geotechnical Survey & Report
6. Safety and Security Analysis (Preliminary Hazard Analysis (PHA), Threat and Vulnerability Analyses (TVA). Please refer to USDOT Guidelines [here](#) for hazard analysis)
7. ADA Compliance Requirements for buildings and site
8. Structural Engineering including foundation and structure
9. Single Line Diagrams & Risers (Electrical, Mechanical, Water, Sewer, Fire Alarm, Fire Protection)
10. Standby /Emergency Equipment Load Survey/Data
11. Sustainability design
12. Complete Architectural, Mechanical, Electrical and Plumbing design
13. 10% and 30% Design Submission
14. 60% Design Submission
15. 90% Design Submission
16. Preparation of detailed cost estimates throughout the design including at 10%, 30%, 60%, and 90%.
17. Permitting of all disciplines
18. Final Permitted Design Submission

Constructability, Value Engineering, and Safety Review

The A&E firm shall facilitate constructability, value engineering, and safety reviews with GCDOT as part of the 30%, 60% and 90% submittals that focus on the following:

- Potential interferences/obstacles that could cause construction delays or difficulties while keeping existing transit center in service throughout construction and maintaining plant operations.
- Field conditions that need to be investigated further to assure compatibility with design and for observation of any missing elements.
- Value engineering ideas that may be implemented to reduce construction costs while meeting all Technical Requirements and GCDOT goals for the Project. A value engineering list prepared by the A&E shall be identified throughout the design. Decisions of potential VE items shall be made during meetings with GCDOT as needed to ensure the budget is not exceeded.

The A&E firm will prepare a memorandum summarizing each of these reviews. The firm will incorporate recommended (and approved by GCDOT) changes from these reviews into the design documents.

PROJECT MANAGEMENT

Refer to Task 1 in Section IV below

BUILDING AND STRUCTURE DESIGN

Provide design for the Transit Center, Mobility Center, County Office and Conference Center and bus bay canopies.

The A&E firm shall provide all civil, architectural, structural, mechanical, plumbing, communications/data and electrical design and all engineering for a complete facility. All drawings and specifications shall bear the Georgia stamp of the appropriate design professional for each discipline.

Size and use recommendations for the building or buildings shall be made by the designer based on input from County project manager, current and future projections of staff and the available budget for the project.

The scope specifically includes, but is not limited to the following:

- Programming of the Buildings. There have been no preliminary floor plans prepared for the buildings. The designer shall work closely with GCDOT to prioritize the amenities to be included in the facilities. This may take multiple meetings.
- Development of floor plans for review and approval by GCDOT, including furniture layouts, offices, common areas, MEP accommodations as required, conference room(s), restrooms, corridors, other activity areas, etc.

Refinement of the floor plans based on input from GCDOT and the County project manager.

- Recommendations of design and structure type that provide a cost-effective approach to construction of the building and site resulting in a high value project. It is the desire to keep the building design uncomplicated with minimal details that would create escalation of the project costs, yet providing a state-of-the-art facility.
- Access to the buildings for public use and vendor accommodation for deliveries.
- Full Architectural design suitable for permitting, bidding and construction
- Mechanical systems design
- Electrical design including power and lights (including parking lot and drive lighting)
- Plumbing design
- Interior and exterior directional and identification signage
- Appliances
- Prepare and obtain approval (from Gwinnett County Planning and Development) of the schedule of special inspections required by the International Building Code (current edition). The approved schedule of special inspections shall be placed on the plans and included in the Project Manual. The schedule will be utilized by the County in selecting a special inspection agency, and utilized by the special inspections agency and contractor to implement the special inspections process during construction.
- Review of special inspections conducted by a special inspection agency for compliance with contract requirements.
- Certification of the special inspections as required by Gwinnett County.
- Provisions for fire alarm system and fire suppression system as required by code. This includes provisions for IFC 510 compliance as needed.

- Working closely with GCDOT to consider, analyze and provide recommendations for value engineering suggestions and alternate pricing options in order to ensure the project is constructed using conventional cost-effective construction practices within the specified budget.
- Design and specifications for data, Wi-Fi, and A/V services. It is anticipated that the related design shall include, but not be limited to: location of telephones and data; projection and video conference capabilities in appropriate spaces; public address system separate from the fire alarm (if required) speaker; and messaging system controlled remotely such as monitors, electronic signage, real time displays in the bus bays or other informational systems. The design shall include A/V infrastructure equipment and identification of any equipment that will require data drops (including HVAC equipment). There is no requirement for the designer to provide any design for the phones and computer hardware.
- Infrastructure to support the phones, data, A/V and other systems including, but not limited to: locations of all telephone and /or data outlets; a telecom room with a backboard(s), conduit routing to the service location (at the street), proper grounding, power, HVAC, finishes, etc.
- Consideration for inclusion of LEED elements that incorporate sustainable environmental practices and energy conservation is required. Related experience should be included in the staff and firm experience section of the response to the RFP.
- Directed communication between all design disciplines, i.e., quality control and coordination between each design discipline is required prior to each design submittal.
- Any items not listed above that are required to obtain the applicable permits, properly convey the design and construct the facility.
- Any items not listed in the deliverables below that are required to obtain the applicable permits, properly convey the design and construct the facility.
- Note: A&E firm is responsible for providing office furniture layouts including, but not limited to, desks, chairs, bookcases, credenza, etc., and tables and chairs in meeting room(s).

Refer to Tasks 2, 3 and 4 in Section IV below for additional information.

SITE DESIGN

Anticipated site design includes, but is not limited to:

- The buildings shall be located as determined in the programming phase using the conceptual design in Appendix A as a starting point.
- Refine the conceptual master plan
- Topographic survey
- Subsurface Utility Engineering (SUE), level B, to locate existing utilities
- Design of utilities that serve the buildings. The routing of the utilities shall be shown including conduit (or other conveyance methods) from the service point to the telecom room or other areas within the building. This includes conduit routing for data, fiber, power etc.,
- Site design and all details required to support the building design.

- Demolition plan
- Existing conditions plan that includes the topographic survey and all existing features described in Task 3 of Section IV below. Existing features must be shown to the proper scale.
- Layout and staking plan for the buildings and improvements including parking.
- Parking lot design, including lighting
- Design of circulation space to accommodate bus traffic, access to the buildings, and parking areas
- The design of any and all required grading, storm drainage, water quality and storm water detention if required.
- Preparation of hydrology study(s) as required by Gwinnett County for permitting.
- Identification of stream buffer(s) and permitting required for buffer encroachment. This may require permitting from the State.
- Identification, delineation and associated permitting for any wetlands.
- Design of all erosion control measures and tree save areas as applicable.
- Preparation of the Erosion, Sediment and Pollution Control Plan as required by the NPDES permit.
- Preparation of the NOI, seven-day inspection of erosion BMP's, and preparation of the NOT required by the NPDES Permit. Documents shall be placed on the EPD's GEOS system.
- Tree preservation/replacement plan complying with the County's requirements.
- Landscape plantings around the facility.
- Fire main and hydrants as needed to comply with applicable regulations.
- Work closely with the GCDOT to consider, analyze and provide recommendations for value engineering suggestions and alternate pricing options in order to ensure the project is constructed within the specified budget.
- Any design related activities required to comply with this RFP and support the designs required above.
- Any items not listed above that are required to obtain the applicable permits, properly convey the design and construct the facility.
- Any items not listed in the deliverables below that are required to obtain the applicable permits, properly convey the design and construct the facility.

Refer to Tasks 2, 3 and 4 in Section IV below for additional information.

COST ESTIMATING AND PROJECT PRIORITIZATION

Accurate cost estimating at the intervals defined within this RFP is a critical task of the A&E firm providing the design for the Gwinnett Place Transit Center.

The improvements defined in this RFP represent GCDOT's desired facilities for the Center. Ultimately, the construction must be completed within the established construction budget for the project. The A&E firm shall provide cost estimates at the intervals defined in this RFP. The cost estimates will be utilized by GCDOT to make decisions about work to be included, revised, omitted, or bid as alternates.

The A&E firm shall monitor market conditions and consider market trends to prepare the cost estimates for the project. The A&E Firm shall prepare responsible projected construction cost estimates based on reliable data along with sound estimating and costing principles. Updated data may be obtained from recent experience, contractors, subcontractors, firms that provide proven cost estimating services, or other reliable sources. The A&E Firm shall manage the design process and utilize the cost estimates to recommend alternate bid items and/or identify value engineering suggestions or other cost saving solutions in order to maximize the construction and provide the highest value within the established budget. Prior to presentation of each phase of design, the A&E Firm shall prepare a projected construction cost estimate to confirm the design presented is projected to be within the project budget. A&E Firm shall demonstrate that they can provide reliable cost estimates by providing their estimating methodology in the **project approach**. The cost estimates comply with FTA Standard Cost Categories (SCC) workbook main build base year estimate quantities, and unit cost requirement.

The A&E Firm shall lead the development of the design to ensure the project will be awarded within the available budget. The A&E Firm shall provide assistance in prioritizing various options, considering the budgetary requirements. The A&E Firm shall work with GCDOT and keep GCDOT informed of the projected costs of the project.

Refer to Tasks 2, 3 and 4 in Section IV below for additional information.

SUPPORT DURING CONSTRUCTION

Refer to Task 5 in Section IV below for additional information.

SECTION IV – SPECIFICATIONS, DOCUMENTS AND DELIVABLES

The scope of services comprises the major tasks and subtasks listed below. The proposed A&E firm shall provide a detailed cost estimate for each task and deliverable to be included in the proposal response.

TASK 1 - PROJECT MANAGEMENT

The A&E firm will perform the project management and administration functions necessary to deliver this Scope of Services. The firm will assign a dedicated project manager who will work closely with the Gwinnett County project manager and staff for overall direction, provisions of data, deliverable review and approval, management of contract, and external communications related to the project. The firm will coordinate and monitor planning and development of the project for general conformance with standards and policies established at the beginning of the project to provide timely delivery of qualified products.

The A&E firm will coordinate with the GCDOT, Gwinnett County Planning and Development, other County Departments, utility companies, and any local, State or Federal department or agencies, as required for the proper execution and permitting of the work throughout the project. Work will include arranging meetings, resolving technical issues, and coordinating tasks that involve the County project manager and consultants. Coordination will include discussions and support of the County project manager on technical or operational issues that may arise during the project.

The County project manager will be the primary point of contact for this communication.

The consultant will meet with the County project manager bi-weekly throughout the duration of the project to provide progress updates, coordinate review/approval of deliverables, and discuss any project issues. These meetings may be conducted in-person or virtually by some or all participants.

The consultant will develop a risk management plan and risk mitigation matrix for the project in accordance with FTA guidelines. The consultant will hold a periodic risk mitigation workshop to keep the plan up to date.

The consultant will develop a Baseline Project Schedule in Primavera(P6) / Microsoft Project within thirty (30) days of Notice to proceed. The schedule will be updated and reported monthly with six-week look ahead and critical path items.

TASK 1 DELIVERABLES

- 1.1 Project Management Plan, including a project schedule
- 1.2 Kickoff meeting agenda and meeting minutes
- 1.3 Bi-weekly project status meeting and meeting notes
- 1.4 Bi-weekly project status report, which includes but is not limited to:
 - Progress on project activities and deliverables
 - Action items/outstanding items
 - Baseline Project Schedule with ongoing updates
 - Project Cost
 - Project Quality
- 1.5 Design Decision Log, shared and reviewed at the bi-weekly meetings
- 1.6 Risk Management Plan
- 1.7 Monthly Invoice, shall list cost components in detail including, at least the following items:
 - PO Number
 - PO Title
 - Billing Period
 - Direct Labor
 - Indirect or Overhead
 - Subcontractors and fee
 - Expenses
 - Back-up documentation, including:
 - Signed timesheets (for prime and subcontractors, if any)
 - Subcontractor (if any) invoice including rates
- 1.8 Other Meetings and meeting minutes (beside bi-weekly project status meetings) and/or other documentations:
 - Action items identified and tracked;
 - Results of all meetings

TASK 2 - PRELIMINARY ARCHITECTURAL AND ENGINEERING SERVICES

Preliminary Design and Engineering includes 10% design and 30% design as described in this section. The purpose of this task is to understand the existing conditions and define the major design elements of the project and refine the project's scope, schedule, and budget that the firm can commit to delivering to management and critical stakeholders, which include:

1. Determine any fatal flaws.
2. Define scope of the project.
3. Develop a project budget that the project manager can commit to (Baseline Budget).
4. Develop a project schedule that the project manager can commit to (Baseline Schedule).
5. Develop cost estimates that the project manager can commit to (Baseline Cost Estimate).
6. Finalize design criteria and provide 30% design drawings and deliverables.

The A&E firm shall demonstrate their understanding of and overall objectives of the project. The design documents shall include the level of information required for the County to evaluate whether the design is meeting project expectations, if a course correction may be required, or if the project requirements need to be re-evaluated. The documentation shall also demonstrate what additional information (drawings/documents) will be required to complete the design and what the County can expect to see in future design packages.

DOCUMENT EXISTING CONDITIONS

Surveys and mapping

This activity shall commence concurrently with the Facility Programming described below. Establish project survey control for the project with multiple fixed referenced points that are outside of the anticipated construction limits with applicable X,Y,Z coordinates. Topographic, boundary and horizontal and vertical control is required for the project. Survey shall be in Georgia State Plane coordinates. Provide a ground run topographic survey (aerial survey via state-of-the-art technology is acceptable, but must be accurate. Any areas in question must be field verified). In addition, provide Subsurface Utility Engineering (SUE), Level B to locate utilities. The location and extent of all utilities shall be surveyed and placed on the topographic survey. Survey shall include the location of all existing physical features on the site and in the right of way required for the site design, permitting and construction associated with the project, including, but not limited to: existing structure foot prints; bus shelters; storm drainage structures, piping and inverts; manholes and sewer lines with inverts and direction of flow; electrical service and underground wiring; transformers; water lines and meters; gas lines and meters; fiber optics; any other utilities; utility easements, property buffers; streams and stream buffers; retaining walls; vegetated areas; and parking lots/drives including curbs and parking spaces. The data obtained from parcel research, field surveys and SUE shall be used to develop soil, topographic, utility, and base maps for the site.

Utility connections

Tie-ins to existing utilities within the project area, including drainage structures and those utilities that will be required to provide service to the proposed facility, shall be identified, sized, and located. Any proposed extension of utilities that would impact onsite development shall be investigated. Utility work shall be coordinated with the survey team to provide locations and connection points on the survey and to verify any available utility as-builts. The A&E firm shall contact all utility companies to determine availability of service and any project costs associated with the service.

FACILITY PROGRAMMING

Functional Criteria

The A&E firm shall meet with the County to determine space and amenity needs, and generate design criteria and space needs for the individual function areas, such as bus bays, electric charging infrastructures for electric vehicles, parking areas, drive lanes, customer waiting area, offices, restrooms...etc. This includes the Transit Center, Mobility Building and the County Office and Conference Center.

Program Development

The A&E firm shall research and validate the space program and operating requirements for each functional criteria.

Draft Facility Program

The A&E firm will prepare a detailed space allocation program identifying space requirements for major functions such as bus bays, electric charging infrastructures for electric vehicles, customer waiting area, offices, restrooms, bus stop amenities, and administrative spaces. This includes the Transit Center, Mobility Building and the County office and Conference Center.

The program will reflect specific code issues such as ADA compliance and applicable building codes. A program report to document proposed alternatives will be prepared and verified with the County personnel during the design forum.

Sustainable Building Considerations

The A&E firm shall assist the County in determining whether sustainability certification is desired and the proposed certification level for the proposed facilities. The firm shall investigate the appropriate level of certification, as well as the probable costs associated with certification. Sustainability programs are generally organized into five categories of scoring criteria, plus an optional category for use of innovative technology. The firm shall evaluate those categories to determine where maximum achievable results are possible. Every attempt shall be made to identify energy and resource-conserving measures that can be accommodated into the project, at minimum cost impact. The design of any accepted sustainable criteria is included.

CONCEPTUAL LAYOUTS – 10%

Develop Conceptual Alternatives

The A&E firm shall use the criteria presented in the program manual to prepare flow diagrams depicting the movements of buses, equipment, automobiles, transit customers and employees through the functional areas located onsite. The diagrams shall assist in developing individual site, building and functional area floor plans.

Design Workshops

The A&E firm will organize design workshops that incorporate appropriate personnel from the firm as well as GCDOT, other County project managers and consultants and facility users. Through a proposed two to three-day work session using the conceptual plan in Appendix 1 as a starting point, alternative plans shall be developed, reviewed and evaluated. Plans considered workable by the participants shall be further refined during the work session to establish a general consensus on the building layouts and site plans. Early in the process, the joint Team, including key members of the County and consultant staff, shall identify and evaluate the immediate, short-term, and long-term issues and desired goals. The A&E firm shall also brainstorm other potential improvements that may be considered in the planning process.

During the process, the A&E team may review potential fast-track design, operational quality improvements and new methods. The format of the workshops is aimed at obtaining the necessary information for quality decision making and determining the direction of the project. Plans that the group consider to be workable shall be further refined. It is important that all considerations be evaluated and programmed in the planning stages to account for the necessary infrastructure improvements including future Phase 2 in the designs. The proposed plans shall be consistent with the overall immediate, short-range, and long-range goals for the facility.

The ultimate goal of the workshops is to identify an overall updated master plan and conceptual floor plans and elevations for the site and buildings.

SCHEMATIC/PRELIMINARY DESIGN– 30%

The preferred alternative shall be further developed, and the Design Team shall identify appropriate design criteria, costs and existing conditions that impact the design and construction of the facilities. The A&E Team shall generate schematic building and site plans identifying new structures, site layouts and other site features. A cost estimate prepared by the A&E firm based on the schematic plans design shall be part of the overall schematic design submittal.

Detailed schematic plans

The final preliminary design shall provide plans with sufficient detail to be able to show new buildings and the proposed location of future facilities on the site. This includes all elements of Phase 1 and Phase 3 with consideration of future Phase 2. The plans shall have sufficient detail to provide information on the recommended location and sizes of offices, hallways, employee facilities, storage rooms, vehicle bays, parking, drives, customer service, offices, and utility areas (including communications). Should the project require construction phasing, the A&E Team will develop a construction phasing plan to minimize disruption to any ongoing operations at the site. Potential long lead items shall be identified and vetted for possible substitution or early release packages.

Cost estimates and milestone schedule

The A&E Firm shall provide 10% and 30% level cost estimates to establish the anticipated construction costs, by both initial and future phases. Costs are to be based on RSMeans' "Square-Foot Costs Methodology" and/or the recent experience and data of the A&E Team for similar facilities in the general geographic area and verified through cost estimating and staff knowledge of the locale. The Design Team shall provide the Agency with a milestone schedule at this juncture. Should the project require construction phasing, the A&E Team will indicate the individual phases on the schedule.

Schematic/preliminary design submittal

The final subtask shall be to prepare the final preliminary design package (30%) for County review and approval. Ten copies of the final preliminary design submittal shall be delivered to the County for distribution. The County shall receive a drawing package, a programming report, and an order-of-magnitude cost estimate for the project.

Schematic/preliminary plans (30%) shall include, but not be limited to:

- Survey including SUE, level B
- Preliminary Site Layout Plan
- Preliminary Grading and Drainage Plan
- Preliminary Erosion Control and Pollution Prevention Plan

- Preliminary Utility Plan
- Public spaces and plazas associated with the bus service and operational needs
- Bus, patron and employee access and circulation plan
- Patron access and circulation plan
- Modal interface elements
- Sidewalks, greenway, and pathways within the facility
- Kiss and ride/rideshare facilities
- Weather protection/canopies for passenger protection
- Streetscape and hardscape
- Green infrastructure (e.g., pervious pavement, infiltration BMPs, etc.) where practical on the site
- Preliminary storm water management locations that may include, but not be limited to: storm water piping, detention ponds, bioretention ponds and other water quality treatment areas.
- Iconic feature notations if any
- Electric vehicle charging areas and stations
- Floor plans, elevations and preliminary sections and details for the Transit Center, Mobility Building and the County Office and Conference Center
- Updated architectural, mechanical, electrical and plumbing

Geotechnical investigation

Upon approval of the 30% drawings, based upon the planned location of the transit center and the results of Preliminary Design, a geotechnical investigation program shall be developed by the A&E firm for design review and approval. It is anticipated that the investigation shall include subsurface conditions, the drainage characteristics of the proposed site, including any existing drainage channels, structures, and outfalls. The A&E firm shall review access and egress opportunities and determine the need for traffic control or roadway improvements. The A&E firm shall perform photo documentation and provide documentation to the County.

Further subsurface investigation shall be made to determine soil characteristics at specific structure and feature locations, depth to bedrock, depth to groundwater and foundation conditions for the final design of the structure(s). A complete analysis, study and written report of subsurface conditions and geotechnical design criteria shall be made by the consultant team and submitted to the County.

The work shall include but not be limited to:

- Perform Subsurface Evaluation
 - Thirteen (13) SPT borings at selected locations to a depth of 10 to 25 feet to determine subsurface condition, soil consistency, presence of unsuitable soils, depth to rock, and depth to groundwater, if encountered.
 - Collection of three (3) bulk samples from auger cuttings for laboratory testing.
 - Laboratory testing will consist of up to twelve (12) grain size tests with Atterberg limits and 3 California Bearing Ratio (CBR) tests.
 - Issuance of a report outlining findings, conclusions, pavement design recommendations, foundation design recommendations and other recommendations deemed pertinent to development of the buildings, parking, storm water management and driving areas.
- Perform MS4 Evaluation

- Four (4) borings at selected locations to depths of about one to three feet below the proposed pond bottom elevation.
- Perform field permeability testing in all 4 borings at depths of 0 to 3 feet below pond bottom elevation.
- Laboratory tests will consist of 10 USCS tests.
- Obtain four (4) Undisturbed Shelby Tube samples. The undisturbed samples will be used to run laboratory permeability tests to compare with field test data when applicable and will be used in conjunction with the field tests to determine soil's k_{sat} and soil Hydrologic Group.

TASK 2 DELIVERABLES – 10%

2.1 Conceptual Plan Layout Submittal

- 2.1.1 Refined layout of concept master plan in Appendix 1
- 2.1.2 Preliminary floor plans and elevation for all buildings
- 2.1.3 Conceptual cost estimate with appropriate contingency

TASK 2 DELIVERABLES – 30%

2.2 Project Needs

- 2.2.1 Defined scope of project.
- 2.2.2 Updated project schedule (baseline schedule) and detailed design schedule.
- 2.2.3. Cost estimate (baseline cost) shall be in the Standard Cost Category format and include all the quantities, unit costs and totals to implement the project for all relevant phases (such as final design, construction, etc.)
- 2.2.4. Risk evaluation and register – determine contingency amount
- 2.2.5. List of requirements (including special and unique requirements) from permitting agencies including all local, state, and Federal permitting.
- 2.2.6. Green building concepts identified -preliminary LEED checklist completed
- 2.2.7. Sustainability report. The general categories that shall be reviewed for the sustainable building considerations include but not limited to:
 - Sustainable sites
 - Water efficiency
 - Energy and atmosphere
 - Materials and resources
 - Indoor environmental quality
 - Innovative technology
- 2.2.8. Facility needs assessment report, a detailed space program identifying:
 - space requirements for all functions such as bus bays, electric charging infrastructures for electric vehicles, parking space, amenities, employee parking space, administrative space requirements including the buildings.
- 2.2.9. Preliminary draft specifications
- 2.2.10. Proposed list of drawings
- 2.2.11. Construction staging requirements determined

2.2.12. Offsite requirements such as turn lanes, acceleration/deceleration lanes and identified utility extensions.

2.2.13 Preliminary electric bus and vehicle charging station requirements

2.3. Architectural, Civil, Structural, Mechanical, Plumbing

Provide 30% plans, specifications and other items including, but not limited to:

2.3.1. Design Program Manual (space allocation program)

- Definition of all functions to be provided in the facility.
- Dimensional criteria for both horizontal and vertical (e.g., height of bays) directions.
- Definition of all rooms, bays and spaces proposed for the facility including Transit Center, Mobility Building and Community Office and Conference Center.
- Parking requirements for vehicles including number of spaces and total area.
- Preliminary amenities and equipment list.
- Site operations requirements, including minimum turning radii, minimum distances between obstructions for turning, backing and deliveries.
- Offsite requirements such as turn lanes, acceleration/deceleration lanes and identified utility extensions.
- Preliminary electric bus and vehicle charging station requirements.

2.3.2. Occupancy groups identified.

2.3.3. Occupancy loads determined.

2.3.4. Building floor plans, elevations and preliminary sections including functional layouts and 3D renderings

2.3.5. Building elevations showing required clearances for vehicles

2.3.6. Roof system determined. Sloped metal roof preferred.

2.3.7. Exterior finishes and colors. *Finishes should carry 35-year color performance warranty*

2.3.8. ADA issues determined

2.4. Structural System Plan Submittal – 30%

2.4.1. Type of structural system determined including foundations – Preliminary details

2.4.2. Computer model for structural analysis selected if needed

2.4.3. Preliminary structural layout including columns, beams, joists, etc.

2.5. Civil Site Plan Submittal – 30%

2.5.1. 100 % Complete Signed and sealed topographic survey map showing one-foot contours, boundary and utility surveys as described above and also including any property set backs, buffers, manmade features and easements

2.5.2. Geotechnical report(s) which summarizes subsurface conditions, pavement design recommendation, and Geotechnical foundation recommendation such as bearing pressure, settlement estimate, lateral loading resistance, seismic site class following approval of 30%

layout

- 2.5.3. Site layout drawing and master facility drawing including public spaces and plazas associated with the bus service and operation needs.
- 2.5.4. Civil and Landscape Drawings including layout, demolition, grading, drainage, erosion control and utility layouts
- 2.5.5. Drainage report (TIR) including size and location of detention and water quality facilities determined
- 2.5.6. Preliminary details including, but not limited to: type(s) of paving determined, number of parking stalls determined, driveway and vehicle circulation paths, offsite traffic mitigation (if any) determined and fencing/security plan
- 2.5.7. Utility capacity requirements and locations estimated- including water, sewer, gas, fire flow, electrical service, and water pressures.
- 2.5.8 Utility connection locations including, but not limited to power, phone, cable, gas, water and communications
- 2.5.9 Bus, patron, and employee access and circulation including sidewalks, pathways and greenway routing
- 2.5.10 Modal interface elements
- 2.5.11 Preliminary Green Infrastructure including electric vehicle charging stations and areas

2.6. Mechanical & Plumbing System Plan Submittal – 30%

- 2.6.1. Basis of Mechanical Design- Standard and governing codes
- 2.6.2. Preliminary abbreviation and legend sheet
- 2.6.3. Mechanical system schematics
- 2.6.4. Location of heating and cooling zones
- 2.6.5. Preliminary heating and cooling load calculations
- 2.6.6. Ventilation requirements including vehicle bays
- 2.6.7. Ventilation calculations
- 2.6.8. Areas that need special HVAC equipment determined
- 2.6.9. Qualitative selection of performance requirements of major mechanical components.
- 2.6.10. Preliminary equipment
- 2.6.11. Location of major equipment and areas reserved for minor equipment identified
- 2.6.12. Mechanical room requirements (size and location)
- 2.6.13. Mechanical chase requirements (size and location)
- 2.6.14. Preliminary utility routing
- 2.6.15. Schematic routing of ductwork, piping and plumbing system systems
- 2.6.16. Electrical requirements for mechanical equipment identified

2.7. Electrical System Plan Submittal – 30%

- 2.7.1. Service points of connection with electrical utilities determined
- 2.7.2. Electrical room requirements (size and location)
- 2.7.3. Electrical emergency generator panel and room requirements (size and location), if needed
- 2.7.4. Telephone room requirements (size and location)
- 2.7.5. Determine voltage of power being provided by Power Company

2.7.6 Fire Alarm and low voltage requirements identified

TASK 2 Completion and Approval

- A level of design for the preferred alternative that demonstrates project feasibility and achievement of program requirements.
- Basis of Design Report
- Updated draft of specifications
- A scaled set of drawings that has been signed-off by the County.
- All Federal and FTA program requirements for PE have been met.
- Cost estimate that identifies all major components and elements of the project by quantity, unit cost and total for design items, with allowances for all other costs, and contingency

TASK 3 – 60% PLANS

During the 60% design stage, the A&E firm will confirm that the project can be constructed and that the submitted plans and specifications will meet the objectives of the project without significant design changes.

The firm shall:

- 1) Finalize the expectations and objectives of the project.
- 2) Confirm the constructability of the project including feasibility of construction within budget.
- 3) Determine construction permit requirements.
- 4) Identify, consider, and implement acceptable value engineering requirements.
- 5) Identify preferred equipment and materials.

The A&E firm shall provide documents to a 60 percent design completion, that must be approved by the County project manager and include, but not be limited to:

- Summary of local codes and design standards
- Site plan showing the transit facility layout including, but not limited to entrances/exits, dimensions, pavement, pavement markings, driveways, property lines, buildings, bus stop areas and ramps
- Typical sections and cross sections for entrances and bus loop
- Demolition plan showing all structures, improvements, and existing conditions to be demolished.
- Grading & drainage plan and profiles showing existing and finished contours, locations of inlets and pipes.
- Inclusion of green infrastructure (e.g., pervious pavement, infiltration BMPs, etc.) where practical on the site
- Retaining wall locations, profile, and typical section
- Draft Stormwater Management Plan in compliance with Ride Gwinnett Ordinance and MS4 Permit

- Utility plans
- Site lighting design (light pole and fixture locations)
- Electrical Vehicle Charging Locations
- Specimen Tree Concept Plan in accordance with the County Unified Development Ordinance (UDO)
- Erosion control plans per the County and EPD requirements including coordination with the County's Environmental Consultant
- Plans provided to the County in CAD format for utility coordination.
- Draft Project specifications using the County's standard specifications and developing any Special Provisions
- Plans will be developed based on land development permit requirements established in the County UDO
- Continued development of all disciplines of the Transit Center, Mobility Center, and Community Office & Conference Center design.

During the 60% design, the A&E firm will develop specifications and drawings to describe the size and nature of the project, description of the materials to be utilized and other essentials as necessary for construction and cost analysis to be performed. The A&E firm shall maintain a 3D model to be provided at the design milestones for review.

Throughout Detailed Design, the firm will plan and attend biweekly progress/coordination meetings with the County DOT staff and consultants. Additional workshops with the County may be held to discuss various topics that may arise over the course of the Project. The firm shall maintain a Design Decision Log to be reviewed with the County at biweekly meetings. The Design Decision Log will be utilized for the purpose of updating the project cost model. In addition to the Design Decision Log, Consultant will maintain a record of design changes and update GCDOT at their coordination meetings. The Design Decision Log and Comment Log shall be updated to include approvals and rejections of ideas and associated Change Management Log.

The 60% design will involve development of a set of contract documents to include construction plans, details, and specifications with respect to civil site, landscape, architectural, structural, mechanical, electrical systems, and plumbing systems. The contract plans will be prepared using the most current software versions of AutoCAD Civil 3D, AutoCAD Plant 3D, Revit (3D BIM software), and AutoCAD 2D. Revit will be used to generate 3D models of facilities including the internals of the buildings. 2D sheet files will be created from the 3D models.

As part of the 60% design, the firm will develop necessary construction documents to support the 60% construction design.

The 60% submittal will include a PDF copy of the entire set and six (6) bound hard copies of specifications and half size drawings. Three (3) full-size sets of drawings will be provided as well. The firm will also provide in-progress 3D Building Information Model (BIM) as part of the 60% submittal. A 60% submittal workshop will be held with GCDOT to review/discuss the 60% design. The A&E firm will prepare a cost estimate based on the 60% submittal. A Comment Log will be prepared with responses to comments and revisions to be incorporated into the 90% design submittal.

TASK 3 DELIVERABLES:

The deliveries listed below are minimal and shall include any other information to convey the 60% design.

3.1. Project Needs

- 3.1.1. Updated project schedule and detailed design schedule
- 3.1.2. Identification of long lead purchase items
- 3.1.3. Preliminary construction phasing plan
- 3.1.4. Preliminary construction staging plan
- 3.1.5. Detailed cost estimate that identifies all major components and elements of the project by unit cost, quantity, and total for design items; include realistic allowances for items not fully identified by the plans and specifications. Provide appropriate contingency.
- 3.1.6. Completed requests and results of pre-application meetings for required permits
- 3.1.7. List of specific LEED items to be implemented
- 3.1.8. Updated draft of specifications that is specific to the project
- 3.1.9. Complete drawing index
- 3.1.10. Response to 30% comments
- 3.1.11. Value engineering comments are considered and incorporated
- 3.1.12. Preliminary code analysis sheet
- 3.1.13. Preliminary risk assessment of project to bus operations (FTA), security, and impacts to maintenance operations, etc.

3.2. Architectural Plans

- 3.2.1. Occupancy groups confirmed
- 3.2.2. Occupancy loads confirmed
- 3.2.3. Fire separation of occupancy groups determined
- 3.2.4. Type of construction determined, including fire rating
- 3.2.5. 60% drawings including but not limited to:
 - a) Floor plans
 - b) Interior and exterior wall sections
 - c) Building elevations and sections
 - d) Typical roof construction shown including roof sections and roof access.
 - d) Wall locations and types with typical interior and exterior wall sections
 - e) Door types and locations
 - f) Window types and locations
 - d) Fire wall locations
 - e) Room numbering system determined
 - f) Skylights
 - g) Floor finishes determined
 - h) Exit system determined including corridors and exit locations – compliance with IBC verified
 - i) Preliminary architectural details
 - j) Exterior and interior signage type, locations and size determined

k) Ceiling plan: - showing ceiling material and finishes, lighting, and all other ceiling mounted equipment.

l) Code compliance drawings with all relevant code information as required to illustrate code approach narratives.

m) Any other plans and details needed to further convey design intent

3.3. Structural System and Plans

3.3.1. Basic structural system completed

3.3.2. Complete foundation/slab plans (consider weight of vehicles)

3.3.3. Floor and roof framing plans

3.3.4. Preliminary structural calculations completed- with major structural components sized.

3.3.5. Preliminary foundation and footing details

3.3.6 Preliminary structural details- including construction details for support of mechanical equipment, exhaust system, hoists, and vehicle service equipment

3.4. Civil Site Plan System

3.4.1. Final site demolition plan

3.4.2 Final site layout plan of all areas

3.4.3. Grading plan – including contours, cross sections and spot elevations

3.4.4. Location of new utilities determined and connection points identified

3.4.5. Pavement section and details

3.4.6. Updated design of detention and water quality facilities – including:

a) Location of detention and water quality facilities

b) Layout of detention and water quality facilities

c) Size and location of conveyance system

d) Size and location of catch basins

e) Precise location of permeability testing

3.4.7. Preliminary landscaping plans – including concept layout and plant types determined

3.4.8. Preliminary irrigation system plans if any

3.4.9. Erosion and sedimentation control plans

3.4.10. Traffic mitigation design

3.4.11. Location of construction staging area determined

3.4.12. Geotechnical conditions investigated

3.4.13. Fencing/security plan determined.

3.5. Mechanical & Plumbing System and Plans

3.5.1. Final selection of basic mechanical equipment

3.5.2. Equipment schedule – known equipment is scheduled

3.5.3. Mechanical equipment's specifications determined- including size, weight, electrical load, ducting and piping requirements, etc.

3.5.4. Preliminary piping plans and section views

3.5.5. Preliminary HVAC plans and section views

3.5.6. Plumbing plans with location of piping systems and riser diagrams

- 3.5.7. Preliminary fire protection plans-showing location of fire sprinkler areas and standpipes
- 3.5.8. Partial plans of mechanical rooms
- 3.5.9. Final location of mechanical equipment
- 3.5.10. Size and location of ducting/piping system and louver mains and branches
- 3.5.11. Preliminary building components "U" value calculations
- 3.5.12. Preliminary mechanical details
- 3.5.13. Preliminary energy code calculations
- 3.5.14. Water systems isometric drawings

3.6. Electrical System and Plans

- 3.6.1. Lighting layout- including lighting calculations and fixture schedule
- 3.6.2. Power plan with electrical and receptacle layout
- 3.6.3. Electrical loads of all equipment
- 3.6.4. Location and size of electrical rooms and service panels determined – including panel schedules
- 3.6.5. Size and location of fire alarm panels determined- coordinated with fire sprinkler system
- 3.6.6. Establish corridors and layout strategies for conduit
- 3.6.7. Preliminary location of alarm devices determined
- 3.6.8. Preliminary fire alarm/suppression system and annunciator wiring diagram
- 3.6.9. Location of telecommunication and data connections room locations finalized
- 3.6.10. Preliminary control schematics
- 3.6.11. Preliminary security and access control plans
- 3.6.12. AC/DC power distribution wiring diagrams

TASK 4 – 90% and FINAL PLANS

General Requirements

The firm will further refine and develop the design to deliver 90% construction plans, details, specifications, and cost estimate. The 90% design shall be lacking only minor details that will not have an impact on the final cost estimate. The following documents are expected for 90% design:

- Fully developed detailed construction drawings for all disciplines
- Complete Technical Specifications
- Complete detailed construction estimate with quantity take offs, unit price and totals for all items.
- Bidding and Contractor Documents
- Four (4) complete sets of documents and a pdf provided to the GCDOT

The A&E firm will prepare and submit 90% plans to the County at the completion of this design stage. All plans and specifications will be prepared consistent with County format and in accordance with standards and guidance previously mentioned. The A&E firm will submit a detailed construction cost estimate (format TBD) with the 90% design stage.

The 90% submittal to the Owner will include a PDF copy of the entire bid set and six (6) bound hard copies of specifications and full and half size drawings. Consultant will also provide in-progress 3D Building Information Model (BIM) as part of the 90% submittal. A 90% submittal workshop will be held with GCDOT to review/discuss the 90% design. Following 90% design review, permitting packages for all applicable entities will be developed and submitted to Gwinnett County Planning and Development and other agencies. A Comment Log will be prepared with responses to comments and revisions will be incorporated into the 100% design submittal.

The A&E firm will provide a cost estimate for review by GCDOT based on the 90% submittal. The cost estimate will be reviewed, discussed, and adjusted if necessary.

Upon receipt of all comments on the 90% deliverables including any review comments from permitting agencies, the firm will revise the set and issue final, permitted signed and sealed bid-ready (100% complete) documents. Any significant changes from the 90% design will be documented by the firm in a technical memorandum that summarizes what changed and why, along with the impacts the changes may have had on cost, schedule, constructability, maintenance of plant operations, operability, etc. Any final value engineering items shall be presented for consideration by GCDOT for establishment of the GMP.

The 100% submittal will include a PDF copy of each work package bid set and six (6) bound hard copies of specifications and half size drawings of each work package. The A&E firm will also provide final 3D Building Information Model (BIM) as part of the 100% submittal. A final submittal workshop will be held with GCDOT to review the 100% design submittal. A Comment Log will be prepared with responses to comments. The firm will document and address review comments (internal / GCDOT) on the final 100% signed/sealed drawings and specifications. As part of the final deliverable, the firm will provide GCDOT a copy of all design calculations in an organized format.

Design Drawing Preparation

Prepare the necessary layouts, plans, details, and notes for the construction of the proposed project. Prepare plans with sufficient detail as required by EPD and the Gwinnett County Department of Planning and Development. Include the required documents for each discipline of work required for this project, including but not limited to:

A. Civil/Site: Complete site layouts showing locations of proposed structures, utilities, driveways, sidewalks, etc.; site grading; demolition of existing facilities; yard piping; storm water management systems; erosion and sedimentation control; site staging; and landscaping. Include pipe profiles for yard piping and storm water management piping. Provide a site utility plan showing the routing of all utilities including sewer, gas, electrical and any empty conduits needed for providing power, communications, or other services to the building. Provide the level of detail required for bidding and construction and coordinate designs with all other disciplines.

B. Structural: Develop the criteria for building foundations (based on the geotechnical report and supplemental investigations performed by the firm), select structural system, and determine appropriate design codes and structural loading. Perform structural engineering of all buildings, and structures; Prepare calculations, plans, sections, elevations, and details for all proposed including, but not limited to, buildings, walls, slabs, canopies and supports. Comply with all applicable design codes and standards.

Provide the level of detail required for bidding and construction and coordinate designs with all other disciplines.

D. Architectural: The A&E firm will define the plan for building style and roof and interior and exterior materials to coordinate/match existing site architecture of other commercial buildings within the area. Provide architectural drawings including floor plans, building sections, elevations, and details for the new and modified facilities. The A&E firm will prepare and present renderings, color swatches, color, and texture boards to GCDOT staff for all facets of all buildings including. Prepare all required plans, sections, elevations, and details for building construction. Comply with all applicable design codes and standards including, but not limited to, the International Building Code with Georgia Amendments, applicable mechanical, plumbing, and electrical codes, NFPA 101 – Life Safety Code, and Americans with Disability Act (ADA). Provide the level of detail required for bidding and construction and coordinate designs with all other disciplines.

E. Electrical: Confirm final power requirements and availability for new systems. Electrical design drawings will utilize standard electrical symbols, abbreviations, and details and will be coordinated with all other disciplines. Provide level of detail required for bidding and construction. Electrical engineering design will include one-line diagrams of the electrical system, including the modifications to existing equipment necessary for tie-in requirements; site plans showing the outdoor electrical equipment locations, underground duct bank routes, and site lighting; power and signal plans for each building and process area; lighting (including emergency egress and exit illumination systems), receptacle, and grounding plans for each building and process area; panelboard schedules; conduit/wire schedules; duct bank schedules; low voltage requirements; and control schematics including motor elementary control diagrams.

F. Building Mechanical: Establish building mechanical design per all applicable codes and standards including, but not limited to, the International Building Code with Georgia Amendments, NFPA 101 – Life Safety Code, International Plumbing Code, and any other applicable codes. Prepare all HVAC, plumbing, fire protection plans, elevations, details, and equipment schedules. Provide the level of detail required for bidding and construction and coordinate designs with all other disciplines

G. Permitting

The A&E firm will maintain coordination with all permitting agencies during the design phase of this project. The A&E firm shall perform the following services as needed:

- Attend virtual or in-person meetings to confirm regulatory requirements and present proposed improvements at the request of the permitting agencies.
- Prepare letters and design submittal packages to permitting agencies providing notification for the recommended improvements to be performed.
- Coordinate with the regulatory agencies as required to obtain any permits for construction of the project.
- Address comments from the plan review processes and incorporate them into the contract documents.

Specific tasks include, but are not limited to, the following:

- A. Prepare for and attend meetings as necessary with EPD to obtain: NPDES Storm Water Permits, and Stream Buffer Variances, or any other permits that may be required.
- B. Provide design of National Pollutant Discharge Elimination System (NPDES) compliance requirements.
- C. Provide design of Erosion and Sediment Control requirements. Obtain Army Corps of Engineers permit(s) (if applicable). Obtain Commercial Development Permit (CDP) and Building Permit in conformance with Gwinnett County Policies, Codes, and Regulations.

- Develop Storm Water Pollution Prevention Plan and prepare the Notice of Intent (NOI). Prepare and provide support for any permits listed in the Work Plans. Revise submittals as necessary and provide full support throughout the approval process.
- D. Prepare and gain the Gwinnett County Department of Water Resource (GCDWR) approval of a Storm Water Pollution Prevention Plan (SWPPP)
 - E. Prepare and gain Gwinnett County Planning and Development Land Disturbance Permit(s) (LDP) and building permits.
 - F. Coordinate with any utility owners. Confirm tie-in locations and identify any costs, if any, from the utility owners for providing service to the connection point.
 - G. It is expected and vital that through assistance from the A&E firm, GCDOT will have the necessary permits in place prior to Construction NTP.

TASK 4 DELIVERABLES

4.1. Project Needs

- 4.1.1. Final construction schedule and estimate of construction duration
- 4.1.2. Construction phasing plan
- 4.1.3. Final construction staging plan with final staging area identified.
- 4.1.4. Provide plans and specifications to facilitate solicitation of bids
- 4.1.5. All land use permits received
- 4.1.6. Complete set of stamped permit application drawings and documents
- 4.1.7. Completed set of project permit applications excluding contractor obtained permits
- 4.1.8. Report on implementation of LEED
- 4.1.9. Complete set of technical specifications
- 4.1.10. Complete list of special conditions related to construction
- 4.1.11. Response to incorporation of 60% comments completed

4.2. Civil, Architectural, Structural, Mechanical, Electrical and Plumbing Systems and Drawings

Provide 90% complete plans ready for final permitting. Plans shall be complete with the possible exception of minor details that have been identified, but would not have a significant impact on the total cost of the project. Provide a detailed cost estimate with quantities, unit prices, totals, and all other applicable items under **4.1 Project Needs** above.

When permitting is complete, provide 100% revised drawings making any revisions due to permitting and completion of minor details.

TASK 5 ENGINEERING SUPPORT DURING CONSTRUCTION

The following tasks will be provided by the A&E firm during the construction of the Gwinnett Place Transit Center Phase 1 and Phase 3 Projects. Note that these services will be required for all disciplines of construction.

Construction Services

- A. Provide conformed contract documents including plans and specifications. Conformance will be performed by incorporating all addenda into the Drawings and Specifications (using the software program(s) used to create them) with changes highlighted. Attaching written addenda to the Drawings and Specification documents is not acceptable. Provide

- ten (10) sets of full-sized drawings and the Project Manual – five sets of each to the Contractor and to GCDOT.
- B. Attend pre-construction conferences, as requested, held by the contractor to address key contract elements, Contractor's construction schedule, coordination requirements, progress payment estimates, communications flow, record drawings, shop drawing submittals, etc.
 - C. Organize identify, file, and distribute all written project correspondence including shop drawing submittals and disposition, requests for information (RFIs), change proposal requests (CPRs), change orders (COs), pay requests etc.
 - D. Prepare and maintain shop drawing submittal log and status. Review shop drawing and material submittals for conformance to the requirements of the Contract Documents.
 - E. Prepare necessary technical documentation for CPRs and COs to receive reasonable pricing from the Contractor. Review and negotiate CPRs and COs with Contractor prior to recommendation to GCDOT to accept or reject.
 - F. Review Contractor's pay requests and recommend payment by GCDOT
 - G. Monitor the Contractor's compliance with procedural requirements identified in the specifications for the project including obtaining permits, meeting submittal requirements, monitoring project schedules, etc.
 - H. Coordinate with the Contractor and conduct bi-weekly construction progress meetings and special construction meetings, as needed. Respond to issues raised at the meetings. Prepare and distribute meeting minutes and pertinent logs (shop drawings, RFIs, CPRs, COs, etc.).
 - I. Interpretations and Clarifications. Consultant will act as initial interpreter of the technical requirements of the Contract Documents related to the acceptability of the work and make recommendations on all claims related to the technical requirements of the Contract Documents. Issue necessary interpretations and clarifications of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The normal turnaround time for interpretations and clarifications will be a maximum of three (3) business days after the firm's receipt of the written interpretation/clarification request. Where a longer turnaround time is required due to the size and complexity of the effort or the number of other interpretations/clarifications currently being reviewed by the firm, the firm will so notify the Contractor and the required turnaround time will be estimated in consultation with the Contractor.
 - J. Shop Drawings. Review and approve (or take other appropriate action in respect of) Shop Drawings, samples mock-ups and other data which Contractor(s) are required to submit, for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The normal turnaround time for reviewing shop drawings will be a maximum of five (5) business days after the firm's receipt of the submittal. Where a longer turnaround time is required due to the size and complexity of the effort or the number of other submittals currently being reviewed by the Consultant, the firm will so notify the Contractor and the required turnaround time will be prioritized and estimated in consultation with the Contractor.
 - K. Substitutes. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The normal turnaround time for the review of substitutes will be a maximum of 15 business days. This turnaround time may be

- extended with the permission of the Contractor based on the complexity of the effort and the number of other submittals currently being reviewed by the Consultant.
- L. Inspections and Tests. The firm will receive and review certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders, or Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.
- M. Contractor's Completion Documents. The A&E Firm will receive and review operating and maintenance instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents, and will transmit them to GCDOT with written comments.
- N. Substantial and Final Completion. Following notification by the Contractor that work has reached substantial completion and final completion stages, the firm will participate in site visits with GCDOT to review the completed work at each of these stages. During the site visits, the firm will notify the Contractor if any completed work was noted to be defective or otherwise not in substantial conformance with the Consultant's design concept. Obtain sign-off by operations and maintenance staff before equipment/process units are accepted.
- O. The A&E firm is responsible for coordinating with GCDOT and the firm(s) providing Resident Engineering and Inspection services as needed to resolve construction issues and ensure conformance with permitted plans and specifications.
- P. The A&E firm will conduct visits to the project site and observe construction while it is in progress. The firm will make the following three types of site visits:
- Bi-weekly site visits, typically coinciding with the monthly progress meetings. The sole purpose of each site visit is to observe the general progress of the construction. The intention of this section is for the appropriate design personnel to visit the site bi-weekly during construction to ensure the project is being constructed in accordance with the plans and specifications. Designers for the various disciplines shall visit the site on a periodic basis to review the work in place and shall perform a punch list inspection at substantial completion. It is up to the A&E firm to determine the specific design personnel that should visit the site, depending upon the work being performed on site. These visits are in addition to other site visits required such as the initial inspection of erosion control BMP's, punch list preparation, final inspection, and warranty inspection. The project manager for the designer shall attend all monthly meetings. During such site visits and to the extent possible based on such periodic observations, the firm will notify GCDOT if any work, was noted to be defective or otherwise not in substantial conformance with the design concept.
 - At the request of GCDOT, site visits to observe Contractor's work relevant to specific technical issues of concern. The purpose of these site visits will be to obtain the necessary information required to assist in the resolution of technical issues pertaining to the firm's design. During such site visits and to the extent possible based on such periodic observations, the firm will notify GCDOT if any work, which was the subject of the site visit, was noted to be defective or otherwise not in substantial conformance with the design concept.
- Q. The A&E firm will implement and coordinate with the Contractor the provision of Contractor Daily Reports, Requests for Information, Applications for Payment,

photographic records, and other documents pertinent to the proper completion of the project.

- R. It is anticipated that Special Inspections (as defined by Chapter 17 of the International Building Code and Gwinnett County Special Inspections Program) will be required during the construction phase of this project. The A&E firm will serve as the Design Professional in Responsible Charge. The firm shall prepare and submit the Schedule of Special Inspections for the project for approval to Gwinnett County Planning and Development as a part of the project's Building Permit application. During construction, the firm shall review all special inspection reports and upon completion provide certification that the Special Inspections conducted meet the requirements of the Schedule of Special Inspections prior to acceptance by the County.
- S. The County will contract directly with specialty firms to perform all Special Inspections and Construction Materials Testing (CMT) from their approved list of firms.

Project Controls

The firm will be responsible for receiving, managing, tracking, and storing relevant documents between the Contractor, GCDOT and County consultants. Relevant documents include routine written project correspondence, Contractor daily reports, RFIs, change order requests, detailed shop drawings, materials and equipment submittals, construction inspection notes, special inspection reports, construction progress meeting notes, and noncompliance reports.

Procore or a similar cloud-based construction management software provided by the Contractor will be used to manage project documents, and share documents electronically between the Contractor, GCDOT and County consultants. The A&E firm will transfer all documents to GCDOT at project completion.

Change Management

The A&E firm will coordinate with GCDOT and the Contractor to obtain cost and detailed modifications to the scope of work for performing work not included in the Contract. The firm will review, evaluate, and make recommendations to GCDOT to accept or reject the Contractor's proposal. If the Contractor's proposal is approved by GCDOT as either a part of the contract's Owner-Directed Work or as new work, the Consultant will prepare and issue any necessary Work Change Directives and/or Change Orders to instruct the Contractor to proceed with this change in work.

As requested by GCDOT, the A&E firm will review Claims submitted by the Contractor and make recommendations to GCDOT regarding the acceptability of the claims. If a Claim is determined to be of merit and approved by GCDOT as either a part of the contract allowance or as new work, the firm will prepare and issue any necessary Work Change Directives and/or Change Orders to instruct the Contractor to proceed with this change in work. If a claim is determined to be without merit, the firm will communicate this, along with the reasons, to the Contractor. The firm will assist GCDOT in discussions with the Contractor to resolve claims and change orders between the Contractor and GCDOT pertaining to acceptance of the work or interpretation of the requirements of the Contract Documents.

Operations and Maintenance

Work under the Operations and Maintenance Task is to assist GCDOT with the startup and testing of the facilities, ensure suitable training is provided, and verify all required data is included in the manufacturer's operation and maintenance manuals.

- A. Review the manufacturers' operation and maintenance manuals for accuracy and completeness.
- B. Assist with Start-up and Testing of the new facilities including any required for sustainability certification. Coordinate with the Contractor and GCDOT to successfully bring the new facilities on-line and maintain stability. The firm will assist the GCDOT operators with start-up and initial operation of each segment of the new facilities. The A&E firm will prepare reports documenting observations made during startup and testing.
- C. The A&E firm will develop an electronic O&M manual for the Work provided within the Contract utilizing Contractor-provided, Manufacturer-supplied O&M Manuals. GCDOT will incorporate the electronic O&M information into their existing facility electronic operations and maintenance system.
- D. Provide training sessions for Operating Staff for the new facilities. Training sessions will be required for multiple shifts.

Asset Management

Collaborate with the County to develop an Asset Registry for all fixed assets as defined by Gwinnett County's Fixed Asset Management Program. The registry shall include: Asset Number – if it does not exist, the Consultant will assign a number, plans and specifications; Asset Name; Asset Information (e.g. Manufacturer, Vendor, Serial Number, Model Number, horsepower, capacity...); Installation Cost – (e.g. Labor, Overhead and Profit); Asset Cost; Initial Value of Asset – Equals Asset Cost plus Installation Cost; Date Asset Placed in Service; Estimated Life; Asset Replacement Cost – Future Value at the End of Useful Life; Warranty Information; and is this Critical Equipment (Yes/No) – which Consultant will be expected to get GCDOT approval on such assignment.

Record Drawings

- A. Assemble and consolidate all as-built information and conduct field verifications as appropriate. Provide elevation/location drawings for all pipe and major equipment.
- B. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to the firm.
- C. Create as-built/record 3-D BIM for all new and modified facilities. Models are to include all aspects of each facility and discipline including, but not limited to, Civil, Structural, Mechanical, Electrical, Architectural, etc. At a minimum, the BIM will include all features that are tracked in the Asset Management Registry.
- D. Provide Record Drawings in hard copy and electronic format. Hard copies include one full sized set for Records, one full sized set for Operations and one half sized set for Project Manager. Electronic copies to be provided in native AutoCAD and PDF file format.
- E. Record drawings will be created using the original software platform. Electronic hyperlinks will be embedded in the drawings to all RFIs, submittals, etc. Attaching written copies of RFIs, submittals to the Drawings is not acceptable.

TASK 5 DELIVERABLES

- 5.1. Attend pre-construction meetings
- 5.2. Attend regular scheduled progress meetings and conduct unscheduled site visits as requests (minimum-15)
- 5.3. Minutes of meetings
- 5.4. Review Contractor's submittal log and provide comments

- 5.5. RFIs, COs, CPRs, recommendations, interpretations
- 5.6. Test results
- 5.7. Shop drawing reviews,
- 5.8. Substitution reviews
- 5.9. Observation reports, and contractor pay recommendations
- 5.10. Review and approval the final Operations and Maintenance Manuals provided by the Contractor
- 5.11. Electronic O&M content for all impacted equipment and/or mechanical processes
- 5.12. Start-up and testing observation reports
- 5.13. Onsite Inspection and Final Inspection
- 5.14. Inspection reports
- 5.15. Training Presentations and Schedules
- 5.16. Asset Registry
- 5.17. Sales Tax documentation
- 5.18. Record Drawings, BIM, hard copy, and electronic format
- 5.19 Approval and Certification of Specials Inspection reports performed and prepared by the Special Inspections Agency

TASK 6 - PROJECT QUALITY MANAGEMENT

The A&E is the Engineer of Record and is responsible for quality control and quality of design-related submittals. The consultant shall develop a project quality plan which will outline quality control and quality assurance activities and responsible parties.

TASK 6 DELIVERABLES

- 6.1. Project Quality Management Plan
- 6.2. Project Quality Check documents

TASK 7 – PUBLIC ENGAGEMENT SUPPORT

The consultant will support the outreach through coordination with GCDOT and prepare materials and maintain documentation of meetings.

TASK 7 DELIVERABLES

- 7.1. Project collateral, as needed, such as factsheets, presentation, up to 5 Meeting notes, social media content in support of project outreach effort.

TASK 8 – SAFETY & SECURITY CERTIFICATION

The Consultant will provide safety and security Certification documentation as required by FTA and in accordance with GDOT program standard. These documents include at a minimum:

- Safety & security certification plan (SSCP)
- Certifiable Elements List (CEL)
- Certifiable Items List (CIL)
- Preliminary Hazard Analysis (PHA)
- Failure Modes and Effects Analysis (FMEA)
- Sub-System Hazard Analysis (SSHA)
- System Hazard Analysis (SHA)
- Operation & Support Hazard Analysis (OSHA)
- Threat Vulnerability Assessment (TVA)
- Criteria Conformance Verification Checklist (CCVC)

- Design Conformance Checklist (DCCs)
- Construction Conformance Checklist (CCCs)

TASK 8 DELIVERABLES

8.1. Safety & Security Certification Program documentations

TASK 9 – BATTERY ELECTRIC BUS (BEB) CHARGING INFRASTRUCTURE

The consultant will provide an analysis and design for the installation of Battery Electric Bus charging infrastructure and other electrical power equipment needed to support the charging infrastructure. The objective is to provide a design service to provide the necessary infrastructure to perform one electrical battery charging station of two (2) Battery Electric Buses in the Transit Center. The consultant will provide an analysis and design submittal for GCDOT for review and approval. The design may include analysis, drawings, specifications, requirements for Charger Management System (CMS), and any other technical information necessary to show the infrastructure provisions to accommodate BEB charging at a future date. The design work must comply with the applicable criteria, issued technical documents procedures, American with Disability Act (ADA) compliance, and applicable federal, state, and local codes and requirement. Battery Electric Bus Charging infrastructure specifications, drawings and CMS will be part of the complete Package.

TASK 9 DELIVERABLES

9.1. Provisions for BEB infrastructure in each design submittal package

SECTION V-ADDITIONAL RESPONSIBILITIES OF THE ARCHITECT-ENGINEER FIRM (Per FEDERAL ACQUISITION REGULATION (FAR))

Liability from Design Errors and Deficiencies

The selected A&E firm is responsible for professional quality, technical accuracy, and coordination of all services required under this contract. The firm may be liable for Government costs resulting from errors or deficiencies in designs furnished under its contract. Gwinnett County reserves the right to enforce liability and issue a demand for payment.

Redesign Responsibility for Design Errors or Deficiencies

(a) The selected A&E firm shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the firm under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Gwinnett County’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the firm shall be and remain liable to the Gwinnett County in accordance with applicable law for all damages to the County caused by the firm’s negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the County provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the A&E firm is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

Work Oversight

The extent and character of the work to be done by the A&E firm shall be subject to the general oversight, supervision, direction, control, and approval of the Gwinnett County Purchasing Officer.

SECTION VI – SELECTION CRITERIA

Emphasis for consideration will be placed upon the related experience of the staff proposed to work on the project, how well the firm demonstrates an understanding of the challenges that must be overcome to successfully perform the architect- engineering work for the project.

This RFP is issued in accordance with the Gwinnett County Policy for the Procurement of Professional Services, Competitive Proposals Selection Method, Federal Transit Administration Third Party Contracting Guidance Circular C 4220.1F, and Brooks Act. Only a qualification-based selection process is being followed regardless of the dollar value. An RFP committee will be assigned to review, evaluate, and rank all responsive proposals utilizing an evaluation scoring system.

#	Criteria	Points
Part I		
1.	Quality and completeness of the proposal	10
2.	Qualification, experience and Demonstration of the feasibility of operations and financial stability and capacity of the proposed firm and references	15
3.	Knowledge and qualifications of the proposed project manager and key personnels for the project team including depth of experience in transit related architectural and engineering	30
4.	Understanding and Technical Approach	30
5.	Quality Management	15
Sub-Total		100
Part II		
	Interview (if needed)	20
Total		120
Total with Interview		120

Part I – Proposals will be evaluated based on their relative responsiveness to criteria 1-5 above and with those point values weighted as shown above.

Part II – The most qualified firms based on the evaluation in Part 1 may participate in an interview. Proposers not on the short list will not be eligible for further consideration for the project. The interview will be evaluated on the same criteria as the proposals. The final scores will determine the most qualified firm for cost proposal. The A&E Firm will be responsible for any cost associated with the request for an interview.

Part III –In accordance with the Brooks Act, the price for professional services will be excluded as an evaluation factor. The County reserves the right to negotiate the cost of professional services with the firm who provides the most qualified proposal. In the event that no agreement can be reached, the County will enter negotiations with the next most qualified proposer, and so on until a satisfactory agreement has been reached.

SECTION VII – RESPONSE REQUIREMENTS

Gwinnett County DOT will not pay any Consultant or Subconsultant for work done in preparation of this proposal submittal.

Respondents should outline each of the categories below in their responses.

1. Quality and Completeness of Proposal

- A Cover Letter shall be provided (limited to 3 pages).
- To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The vendor's degree of compliance with the requirements of the RFP will be a factor in the evaluation of the proposal. Proposals with major deviations or omissions will be scored accordingly.
- Company proposals will become part of the contract with Gwinnett County should they be selected under the RFP. Proposals should be submitted in the format, including heading descriptions as outlined above. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.
- Proposers should note the specifications regarding the Proposal.
- Marketing materials should not be submitted as documentation of the bidder's ability to provide services.
- Sections should be **tabbed** and pages numbered consecutively for ease of review.
- Additionally, the County prefers responses that exhibit the following characteristics:
 - Simple, clear, and concise responses (Note: brevity in response is strongly preferred but not at the expense of substance)
 - Willingness to work as part of a team along with the County
- Vendors may include anything unique in their proposed solution which they feel adds value to the products and services provided to Gwinnett County. These value additions must be explained, justified, and priced separately in the proposal.

2. Qualifications, Experience, Capacity and Reference of the Firm (limited to 20 pages)

a. Company Background

- Company history including date established, the type of ownership, size of the organization, years in business.
- Organizational chart
- Vision and mission of the company
- Areas of expertise in transit related architectural and engineering services
- Experience with DBE entities, and identified use of certified DBEs
- Level of efforts contracting with DBE subcontractors for this project

b. Qualification

All vendors must be professionally licensed in, but not limited to, Architectural and Engineering with emphasis on Transit Infrastructure, Landscape Architecture, Utility Coordination, Architecture, Land Surveying, Engineering Surveying; Topographic Remote Sensing LIDAR... (Design Grade), Soil Survey Studies, and Erosion, Sediment and Pollution Control.

- c. Experience
 - Experience in delivering the services described in the scope of work.
 - Experience working with Federal, State, Local governments, and other Transit Agencies.
 - Detailed information of years of experience in transit architectural and engineering service (including cost estimates), including the name, size, year, and cost of the projects, project approach, any cost or time savings.
 - List and explain all incidents within the last three (3) years wherein a contract was terminated prior to completion. Proposed firms must list all lawsuits in which the firm and a customer were parties within the last five (5) years.
 - Established and proven quality assurance and quality control procedures
 - Appropriate equipment and technology
- d. Services to be provided by the proposed A&E Firm
- e. Service to be provided by sub-consultants and qualifications
 - Clear explanation of the reasons and benefits all proposed sub-consultants team proposed for this project, including work history and relationship with the Sub-consultants.
- f. References
 - A minimum of three (3) public sector clients from projects of a similar size and scope. Complete using the customer reference forms. Include two (2) alternative references to be contacted if primary three (3) references are nonresponsive.
- g. Financial Stability
 - Demonstration of financial stability and capacity of the firm.
 - Any pending litigation and current statuses
- h. [SF330-21-Part 2 Form : Architect-engineer Qualifications](#) using the instruction provided [here](#) (Sub-consultants need to fill out the form as well)
- i. Completed APPENDIX C- FTA CLAUSES AND EXHIBIT A-CONTRACTOR AFFIDAVIT AND AGREEMENT for Prime Consultant AND any Major Subconsultants.

3. Knowledge and Qualifications of Project Manager and Key Personnel (Limited to 20 pages)

- a. Resumes of the key personnel
 - including a Principal-in-Charge (PIC), project manager, cost estimator(s), engineers and other personnels of the project team;
 - including education, training, and professional qualifications and certifications
 - Including sub-contractors' or joint venture partners key personnel qualifications and certifications
 - The person(s) who will be responsible for the engineering work shall be a registered Professional Engineer in the State of Georgia. The person(s) who will be responsible for the surveying work shall be a registered Land Surveyor in the State of Georgia
 - A list of similar projects these personnel worked on and demonstrates how this relates to the proposed work.
- b. Availability of the key personnels, including
 - when the personnels will be available
 - workload for the key personnels
 - duration of the availability

- c. Experience and familiarity working with the Federal Transit Administration (FTA) or other federal agencies (e.g., FHWA)
- d. Brief description of how the experience of each individual will add the most value toward achieving GCDOT's tasks for the Project.

4. Understanding and Technical Approach (Limited to 20 pages)

Provide a detailed technical approach that clearly demonstrates the A&E Firm's understanding and approach to this Project, including any drawings or useful layouts (11"x16" drawings/layouts allowed). The firm should use the Scope of Services and Specification in Section III, IV and V as a basis for developing its detailed Technical Approach. Section IV. Scope of Services should be reflected in the firm's Technical Approach to support, clarify, and enhance as needed.

- a. The A&E Firm will utilize the Scope of Services provided in Section III, IV and V to inform development of a detailed Technical Approach.
- b. Describe how the A&E Firm's proposed approach will meet each of the Project tasks listed in the Scope of Services.
- c. Describe how the A&E Firm will manage this project and how the project team will be organized. Describe how the A&E Firm will coordinate the design team and how the design team will work and interact with Gwinnett County throughout design, bidding, and construction. Describe A&E Firm's approach to schedule management, cost control, scope management, and communications.
- d. In tabular format, identify key problems and technical issues to be anticipated, prevented, or managed and A&E Firm's approach to each.
- e. Address the methodology to be utilized for preparing reliable cost estimates.
- f. Describe how the A&E firm demonstrates their capacity to perform work on schedule and budget by preventing delay and overrun.

5. Quality Management (Limited to 5 pages)

Describe the A&E Firm's in-house procedures for ensuring the quality, accuracy, and integrity of its work. Describe how the A&E Firm will ensure quality of any work performed by its proposed Sub-A&E Firms as well as the Sub-A&E Firm's quality assurance/control procedures. Indicate experience with and results obtained from the offered approach on past projects.

Describe the equipment, software, tools, and technology, if any, that will be used for the organization, execution and delivery of the Project, including seamless integration of any work products produced by the Prime A&E Firm's sub-A&E Firm team.

Describe the A&E Firm's in-house procedures for ensuring requirements of all loan and grant applications will be fully met on a continual basis over the course of the Project. Include information on managing, tracking, monitoring, and auditing the Contractor and self in respect to Federal fundings.

6. Cost Proposal

Proposer must provide itemized costs for all services.

Vendors must download the cost proposal form in the link below to submit in a separate sealed envelope in addition to the requested qualification package. Only pricing for the highest scoring firm will be opened.

https://docs.google.com/spreadsheets/d/1mIRmOnyhKF5O6rW1_sghSSkLlzaK1ndR/edit?usp=sharing&ouid=107981570593101712674&rtpof=true&sd=true.

The selected vendor shall hold firm terms and pricing during the contract period from the date of contract awarded.

a. Professional Service Rates

Professional service rates shall include subcontractors' service rate as part of cost consideration.

For design and engineering activities, provide fixed hourly labor rates, including, but not limited to, the following:

- Project Manager
- Transportation Planner
- Architect
- Landscape Architect
- Survey Technician
- Geotechnical Engineer
- Geotechnical Technician
- Environmental Specialist
- Design Engineer
- Mechanical Engineer
- Plumbing Engineer
- Electrical Engineer
- SUE Crew
- Procurement Specialist
- Administrative Staff
- Add others as needed

The figures must be broken down as indicated in the format supplied in Cost Tables.

b. Cost Proposal

Costs of architectural and engineering services shall cover all costs, including direct and overhead expenses. Travel, per diem and other miscellaneous costs shall be included in this figure. All overhead, profit, and direct charges such as, but not limited to document reproduction, photographic work, photo reprographic service, postage and shipping, computer usage expenses, transportation (including mileage) must be rolled into the hourly rates.

Sub-consultants cost proposal must be included in the hourly rates and cost proposal as set by the prime firm submitted as part of this proposal. The County will not pay rates outside of the final fee cost proposal.

Multiple Project Cost Schedule Worksheets can be added as tabs in the provided cost proposal table.

For situations where more than one solution is being offered to meet multiple needs, the pricing worksheet should be duplicated for each proposed use or solution.

The full cost of proposal preparation is to be borne by the proposing firm.

SECTION VIII-INSTRUCTIONS TO CONSULTANTS

A. Consultant Qualifications

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

B. Agreement

The Consultant will be expected to sign the Agreement for professional services developed by Gwinnett County. The proposal should contain a statement that the Consultant has carefully reviewed the Agreement, can meet all insurance and Federal requirements, and if selected, will sign the Agreement. No modifications to the Agreement will be permitted. This information must be included in the cover letter as referenced in Section VII of this RFP.

Selected Consultant is required within ten (10) days of the Notice of Award to provide the following:

- Certificate of Insurance meeting requirements specified in this Request for Proposal
- Three (3) sets of properly executed contract documents

C. Disadvantaged Business Enterprise (DBE) Participation:

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had a program in place to ensure participation of DBE vendors and suppliers on federally funded contracts. The State of Georgia has established a similar program whereby DBE firms are defined, certified, and made known. This effort is managed by the Georgia Department of Transportation (GDOT). Additional information regarding this State program can be found at <http://www.dot.ga.gov/PS/Business/DBE>.

The proposers and sub-consultants should make every effort to contract with Georgia certified DBE firms. The consultant (and subconsultant) is requested to indicate DBE status (if any) in your submittal on the firm information page.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

PRIMARY REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed; with two (2) alternatives if primary three (3) references are nonresponsive. The County will make two attempts via email and one attempt via phone call to reach the primary references prior to moving on to the alternate references. Incomplete references may be scored accordingly.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____

ALTERNATE REFERENCES

- 4. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

- 5. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

Company Name _____

GWINNETT COUNTY, GEORGIA
LIST OF SUB-CONSULTANTS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

Company Name _____



RP004-24, Provision of Architectural & Engineering (A&E) Design Services and Support for the Gwinnett Place Transit Center

CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

For Gwinnett County Use Only:
Document ID #
Issue Date:
Initials:

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

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



RP004-24, Provision of Architectural & Engineering (A&E) Design Services and Support for the Gwinnett Place Transit Center

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the vendor, its affiliates or its subcontractors:

1. _____
Company Submitting Bid/Proposal

- 2. Please select one of the following:
 - No information to disclose (*complete only section 4 below*)
 - Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at GwinnettCounty.com

FIRM INFORMATION

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Certification Of Non-Collusion in Proposal Preparation _____
(Signature) (Date)

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" and all documents referred to therein, offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Legal Business Name _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Unique Entity ID (UEI) _____

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

Contact Person (if someone other than the authorized representative listed above) _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects less than \$5,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
 - *See above note regarding Professional Liability

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from

- the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
 13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
 14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
 15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
 16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
 17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
 18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
 19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
 20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

EXHIBIT B- SAMPLE CONSULTANT CONTRACT

**Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your bid document. If no exceptions are noted, it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for bid will be considered in terms of responsiveness when making an award. **

ONE-TIME CONSULTANT CONTRACT

RP004-24, Provision of Architectural & Engineering (A&E) Design Services and Support for the Gwinnett Place Transit Center

This **CONTRACT** made and entered into this _____ day of _____, 20____ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the COUNTY), and _____, (Party of the Second Part, hereinafter called the Consultant)

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence upon the date this contract is fully executed and be in effect for ____ consecutive calendar days.

2. ATTACHMENTS:

This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

3. PERFORMANCE:

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid Proposal.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Consultant for the actual quantity of work performed, which shall in no event exceed \$ _____. The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The County agrees to pay the Consultant following receipt by the County of a detailed invoice, reflecting the actual work performed by the Consultant.

5. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

6. TERMINATION FOR CAUSE:

The COUNTY may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the COUNTY's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The COUNTY may terminate this Contract for its convenience at any time upon 30 days written notice to the Consultant. In the event of the COUNTY's termination of this Contract for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signature Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

CONSULTANT: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

GENERAL CONDITIONS
TO CONSULTANT AGREEMENT
TABLE OF CONTENTS

Article

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- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
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- 7 Termination of Agreement for Cause
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- 9 CONSULTANT to Cooperate with other Consultants
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- 12 Insurance
- 13 Prohibited Interests
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- 15 Assignability
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- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Consultant
- 22 Notices

1. DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY-means Gwinnett COUNTY, Georgia, a political subdivision of the State of Georgia.
- 1.2 Supplemental Agreement-means a written order to CONSULTANT signed by COUNTY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 Contract-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 Agreement Execution-means the date on which CONSULTANT executes and enters into a Agreement with COUNTY to perform the Work.
- 1.5 Agreement Price-means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.
- 1.6 Contract Time-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 CONSULTANT-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT-means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 Drawings-means collectively, all the drawings, receipt of which is acknowledged by COUNTY, listed in this Agreement, and also such supplementary drawings as the CONSULTANT may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 Specifications-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 Subconsultant-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subconsultants at any tier to provide a part of the Work called for by this Agreement.
- 1.12 Work-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.
- 1.13 Liaison-Representative of the COUNTY who shall act as Liaison between the COUNTY and the CONSULTANT for all matters pertaining to this Agreement, including review of CONSULTANT's plans and work.

2. CONTRACT DOCUMENTS

2.1 List of Documents

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

2.2 Conflict and Precedence

2.0.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the

component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3. CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the COUNTY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

4. PERSONNEL AND EQUIPMENT

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation.

Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. FINDINGS CONFIDENTIAL

The CONSULTANT agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the COUNTY and be delivered to DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the CONSULTANT without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the COUNTY or by the CONSULTANT with such prior written

approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the COUNTY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8. TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the CONSULTANT. If the Agreement is terminated by the COUNTY as provided in this Article 8, the CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the Director or his designee for processing and payment. The Gwinnett County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the Director and the CONSULTANT.

9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

If the COUNTY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other consultants and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by COUNTY employees.

10. INDEMNIFICATION

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

11. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not

received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both COUNTY and CONSULTANT against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT during the term of this Agreement. The liability under such insurance policy shall be not less than in the attached.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that shown in the attached

Additionally, CONSULTANT shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that shown in the attached.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be noncancellable except on thirty (30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13. PROHIBITED INTERESTS

13.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder, unless disclosed per O.C.G.A.36-80-28. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the Department's prior written approval of the subconsultant. The Department will not approve any subconsultant for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$10,000 or more shall include the provisions set forth in this Agreement.

15. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work

covered by the Agreement so that such provision will be binding upon each subconsultant, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17. ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subconsultant, assignee, or transferee.

19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT'S knowledge and consent.

20. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21. INDEPENDENT CONSULTANT

The CONSULTANT shall perform the services under this Agreement as an independent consultant and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each vendor should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. should not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) should be stated. If calendar days are used, include Saturday, Sunday, and holidays in the number.

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.

- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

Each submittal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the commodities or services described therein shall constitute a contract between the vendor and the County which shall bind the vendor on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted submittal. The County, on its part, may order from such vendor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of

a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the vendor of the vendor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the vendor. In the event of the County's termination of this agreement for convenience, the vendor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform

Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation, and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. §43-41-17).**

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. §36-84-1).**

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them

or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

RP004-24

Buyer Initials: MM

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____
SIGNATURE



Memorandum

To: China Thomas, Director
Cavin Payton, Project Coordinator

Date: May 12, 2022

Project #: 64137.01

From: Regan Hammond, AICP
Brent A. Lacy, AICP
Ivy Clinton, PLA, ASLA

Re: Gwinnett Place Transit Center Concept Plan

INTRODUCTION

This memorandum provides a description of the scope of study, the process and criteria used, and the basic design and cost data applied in the development of a preliminary concept plan for the Gwinnett Place Transit Center that is planned by the Gwinnett County Department of Transportation. The associated documentation and concept plan product is to be used in support of an application for an FTA Bus and Bus Facilities Raise Grant.

CONCEPT PLAN SCOPE OF STUDY

The scope of study included three (3) primary tasks. The first, involved coordination with Gwinnett County to verify the schedule, obtain available information on the background, purpose and need, and to determine the data needs that will be used to inform the production of the initial Transit Center concept plans. Ultimately, coordination between the study team, Gwinnett County, and the redevelopment study team that is focused on the vision planning for repurposing the buildings and site of the Gwinnett Place Mall was an important step in the determination of the preferred Transit Center concept.

CONCEPT CRITERIA

The key criteria used in the initial visualization of the Transit Center concepts was generally qualitative, although the basic design standards were applied for turning radii, circulation system needs, bus bay lengths, and building dimensions. The overview elements included:

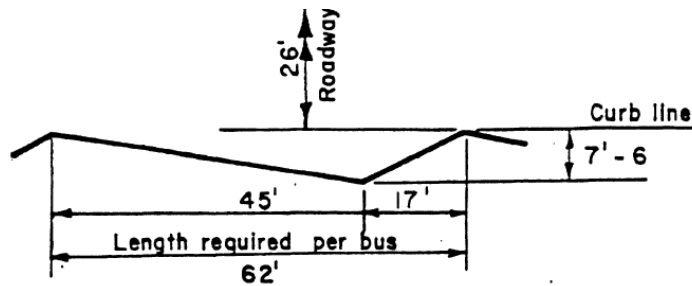
- Elements that support and attract transit ridership (based on the input received from Gwinnett County regarding external plans, programs, projects and infrastructure, and the Gwinnett Place Mall Redevelopment Study)
- Elements that facilitate transfer and transition between bus service and other modes to be served including BRT, rideshare, kiss and ride, park and ride, pedestrian, and bicycle facilities
- Public plazas and spaces
- Connections between the Transit Center and off-site uses
- Streetscape and Hardscape enhancements

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Suite 1010
Tampa, FL 33602-5200
P 813.327.5450

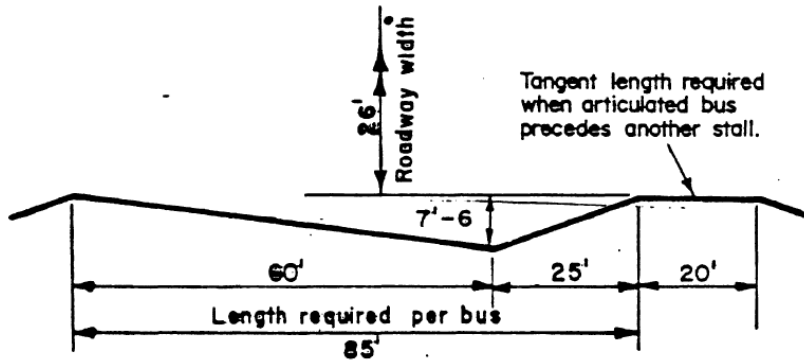
Following the selection of a preferred alternative concept plan, certain specific transit design criteria were used to refine the concept plan and advance the work to electronic (CAD) design files for use in the preparation of a preliminary cost estimate.

Those key design criteria were:

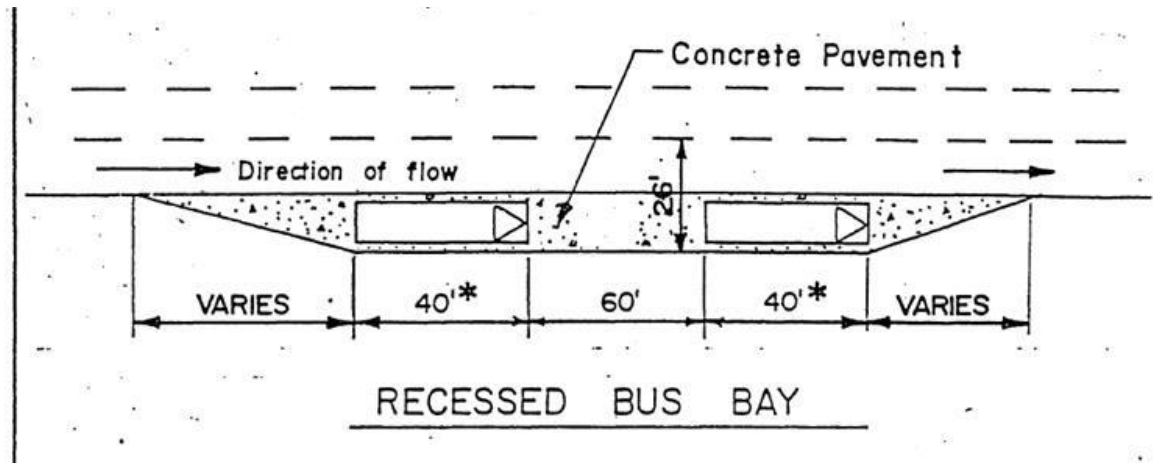
1. Standard Bus Bay: 45 feet
2. Articulated Bus Bay: 60 feet



STANDARD BUS BAY



3. Recessed Bus Bay Width: 12 feet



4. Bus Loop Minimum Width: 26 feet (14-foot travel lane/12-foot lane adjacent to bays)
5. Kiss and ride Lane Width: 9 feet
6. Minimum Driveway Entry Radius: 30 feet
7. Sidewalks: ADA Standards (minimum 6-foot width)
8. Parking Stalls: Head-In (90 degree) 9x18 feet; Angle (60 degree) 9x20 feet
9. Landscaping: Industry Standards
10. Curb, Gutters, & Curb Ramps: GDOT Standards

INITIAL CONCEPT OPTIONS

Three (3) different initial diagrammatic concept options were produced to allow the evaluation for access, locational, customer convenience, modal connectivity and spatial relationships between building, customer waiting and seating, a mobility building, the operations building, ticketing, park and ride, and kiss and ride facilities.

The features that were identified to be of importance to consider, but not necessarily all having equal priority are:

- public spaces and plazas associated with the bus service and operational needs
- access and circulation plan for the local and BRT bus facilities
- modal interface elements
- sidewalks and greenways/pathways serving and connecting the Transit Center
- kiss and ride/rideshare facilities

Ref: Gwinnett Place Transit Center Concept Plan

May 12, 2022

Page 4

- weather protection/canopies for passenger protection
- streetscape and hardscape
- green infrastructure & resiliency
- iconic feature notations/public art
- electric vehicle charging areas
- redevelopment compatibility

The initial concept options are shown on the following pages. A brief description of the more positive and less desirable features of each are provided with each concept.

Option 1

Pros:

- Provides a clear main entrance with a quick turn-off for buses entering the bus loops
- Potential for additional Head-in bays for lay-by, e-charging or future growth
- Larger contiguous park and ride lot
- Northern corner could be small outparcel or green space
- Clear and unobstructed greenway corridor

Cons:

- Kiss and ride mixed with employee parking
- Long exit lane for buses to get back to Satellite Blvd
- Transit building more remote from kiss and ride, BRT and park and ride



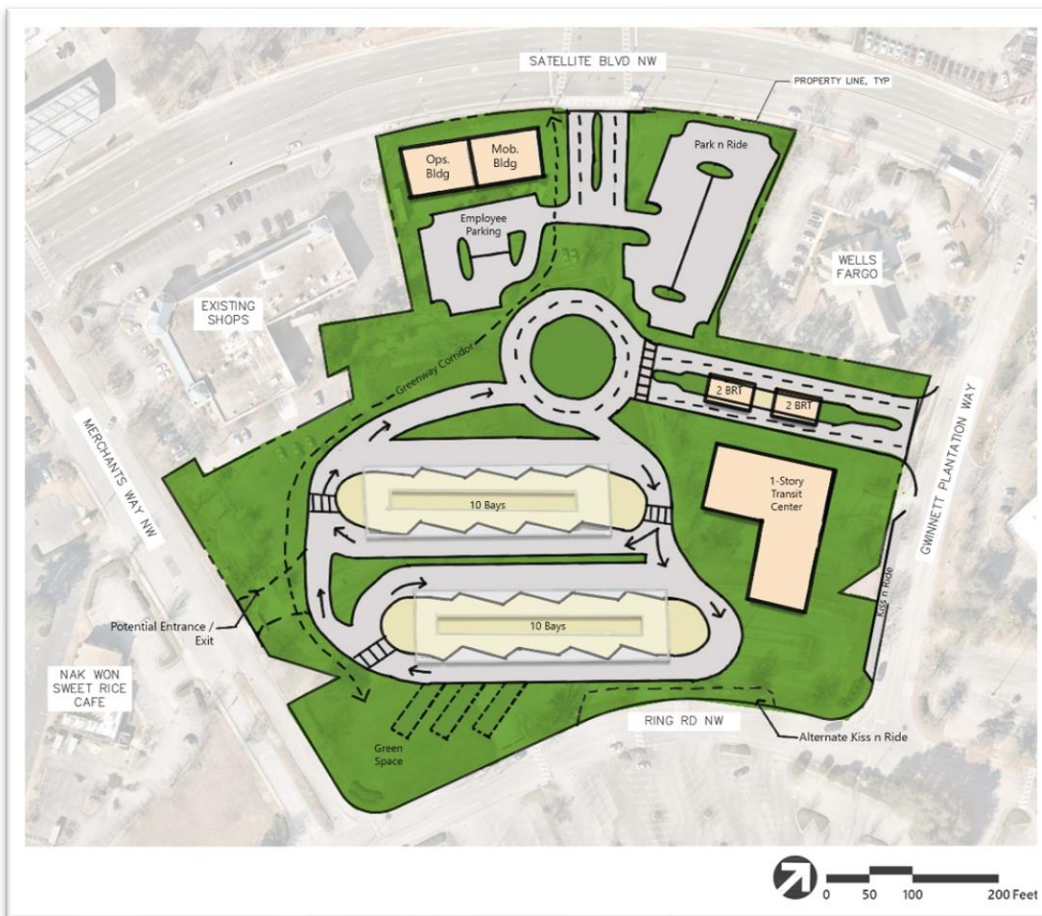
Option 2

Pros:

- Multiple entrances/ exits provides maximum flexibility for route distribution
- Separates kiss and ride from employee parking
- Transit building centralized for ease of access for all user groups
- Larger contiguous park and ride lot
- More opportunity for extra bus bays in future

Cons:

- BRT off Gwinnett Plantation Way adds another intersection to route



Option 3

Pros:

- Norther corner can support an outparcel or large community greenspace
- Transit building centralized for ease of access for all user groups
- All visitor vehicular traffic together and separate from employee/ bus

Cons:

- Greenway corridor is bounded by pavement on both sides
- Kiss and ride pulled further into site
- Park and ride lot is fragmented/ not as efficient
- Long exit lane for buses to get back to Satellite Blvd (making additional exit more desirable)



ADVANCED OPTIONAL CONCEPTS

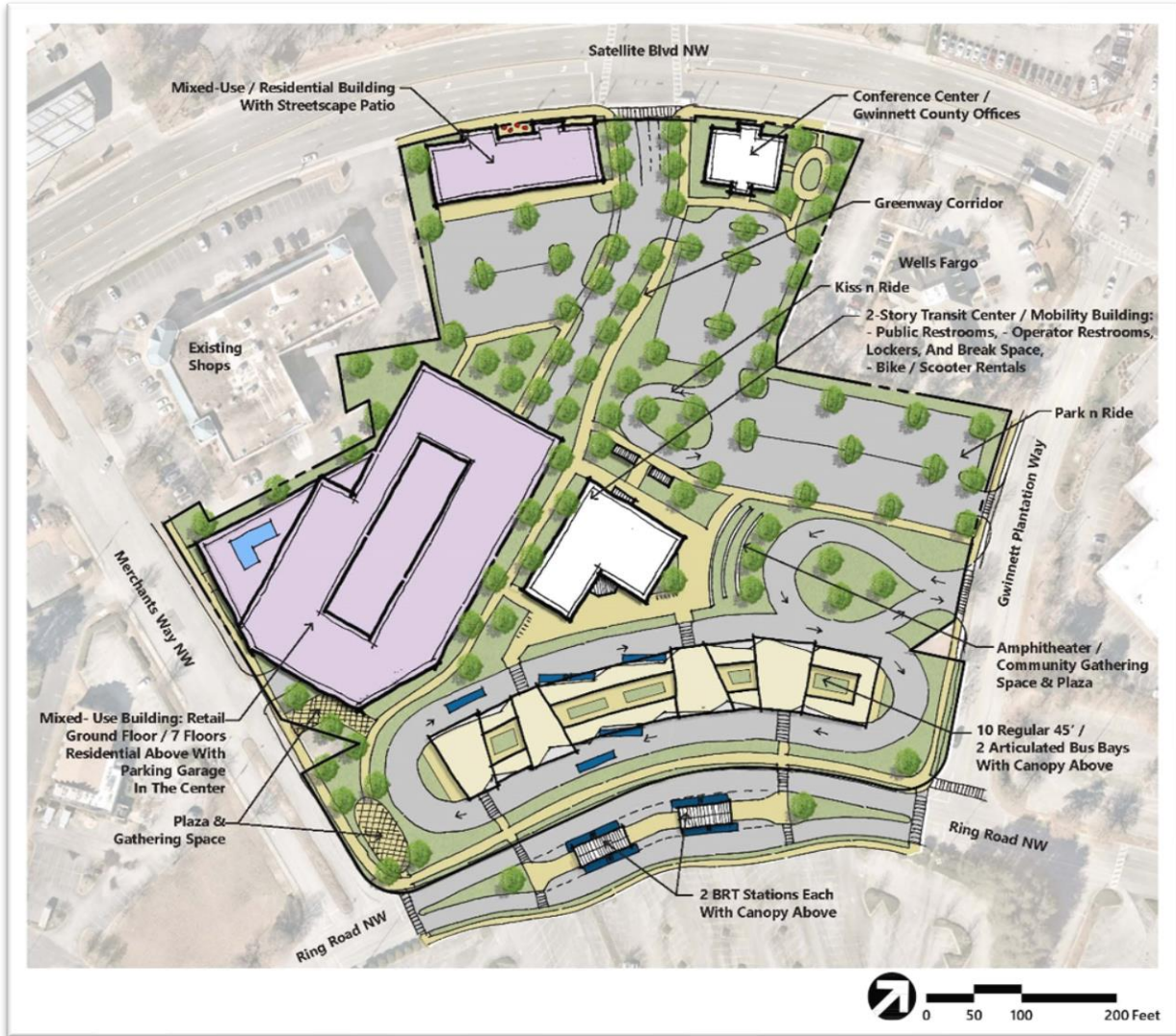
Following review and discussion between the project team members, various features and elements surfaced that are the priorities and those that would offer additional benefits to the customer using the Transit Center. Those input we used to develop a final draft concept diagram plan that was shared with Gwinnett County DOT leadership and staff for their comment and approval. That plan is shown below.



Comments from the Gwinnett County DOT resulted in the requirement to produce additional refined concepts that would reflect optional site design considerations, including both internal and off-site curbside facilities for BRT, the reorganization of Transit Center buildings to modify adjacencies, the addition of details for greenways, sidewalks and other customer amenities, the reduction in the number of standard bus bays, and the development of spaces for outparcel and future transit uses.

These concepts with the detailed note additions shown, are shown in the following pages.

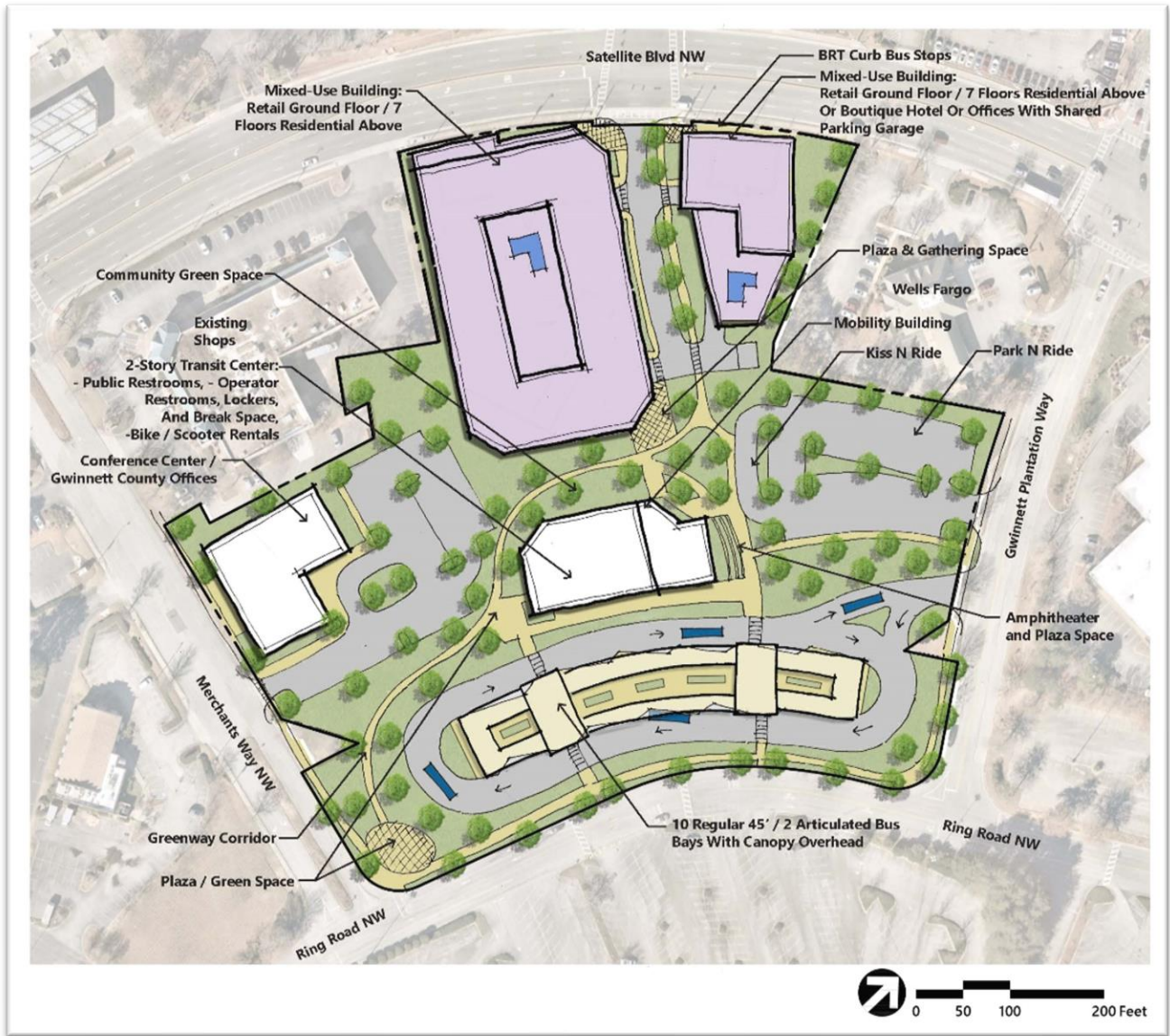
Refined Concept 1



Refined Concept 2



Refined Concept 3

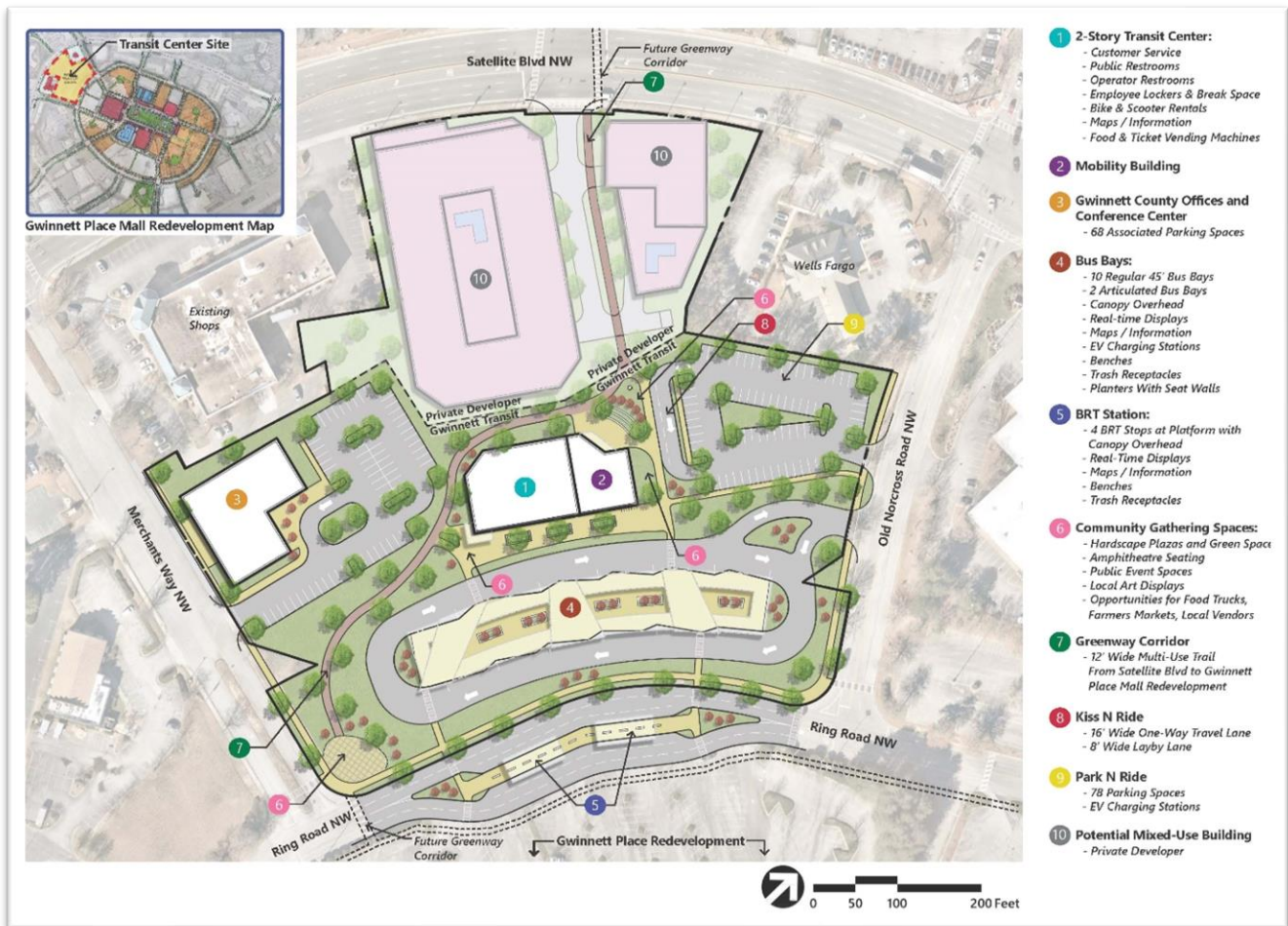


Each of the refined concepts were reviewed with the Gwinnett County DOT staff to identify a "preferred" concept that was advanced to inform the final Transit Center Concept Plan. The final concept plan and its program description is included on the following pages.

FINAL GWINNETT PLACE TRANSIT CENTER CONCEPT PLAN

The final concept plan is shown below and attached to this memorandum. This plan was used as the basis for the preliminary/order-of-magnitude cost estimates that are also attached. The features of the plan include:

- 10 regular 45'x2 articulated bus bays
- 2-Story Transit Center with attached mobility building
- Gwinnett County offices from Merchants Way NW
- Greenway corridor from Satellite Blvd to Ring Road NW
- 4 BRT stops/2 BRT Platforms on Ring Road NW
- Combined park and ride and kiss and ride on Old Norcross Road NW
- Plazas and Green Spaces
- Outparcels/potential for private development on the northwest portion of the property





To: China Thomas, Gwinnett County

Date: 6/12/2023

Memorandum

Project #: 64137.06

From: Audra Rojek, VHB

Re: Gwinnett Transit Center Evaluation Summary

Introduction

This memorandum summarizes an evaluation of the preferred candidate sites to locate the planned transit center in Gwinnett County. The study area in general surrounds the Gwinnett Place Mall redevelopment site and was defined as the area between Sweetwater Road to the south, Old Norcross Road to the east, Commerce Drive/utility easement to the north, and Steve Reynolds Boulevard to the west. A map of the defined study area is included in Appendix A, along with major existing and planned transportation features, is attached to this memorandum. Following the site evaluation, the top six sites were evaluated based on Title VI screening criteria.

Site Evaluation

Fatal Flaw Analysis

The candidate sites were chosen based on a fatal flaw analysis, which narrowed down potential sites in the study area based on a series of factors that were critical to the final site selection, including land use, size, and pedestrian safety.

The parcels within the study area that would be impossible to acquire were first excluded from the analysis. These included sites with very large commercial, medical office, or industrial properties, as well as planned developments, such as the Gwinnett Place Mall redevelopment site.

The remaining parcels were then combined into reasonable site areas for potential analysis. The combined sites were defined to be as rectangular as possible to maximize the site area for construction. The site boundaries aligned with the property lines in the area. Combined parcel areas were then evaluated based on their size. Any sites that were less than 6.5 acres were determined to be too small for the planned transit center. If the site could not be reasonably combined with adjacent properties, the site was excluded from the analysis.

Lastly, pedestrian access and safety was prioritized to determine candidate sites. Sites which would require pedestrians to cross 6 lanes of traffic between the future transit center and the Gwinnett Place Mall redevelopment site were excluded. The Gwinnett Place Mall redevelopment was chosen in this factor, as it is expected to be the largest pedestrian destination in the area once completed.

Following the fatal flaw analysis, 13 candidate sites remained in the study area for further evaluation and scoring.

Candidate Site Scoring

Each of the 13 candidate sites was scored out of a possible 53 points, based on factors related to:

- › Parcel Size and Shape
- › Multimodal Access to Site
- › Environmental

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- › Land Use and Development
- › Visibility
- › Safety
- › Property Value and Ownership

Relative scores within each category were determined from objective data (e.g. site area, distance from planned trail, crash data), and subjective analysis (e.g. site shape, bus access, business purchasing cost), with a higher score indicating the site is better suited to host the transit center. Note that business purchasing costs, which were evaluated subjectively, are separated from property acquisition costs, which were determined from the tax assessor's property value by parcel. A map of the candidate sites with their respective scores is attached in Appendix B, as well as the detailed score calculations in Appendix C. Sites B and D ranked the highest out of the 13 sites and were separated by 1 point in their final scores. A summary of each site and the major factors that contributed to their overall scores is listed below.

Site A: 37 points

Site A is comprised of a variety of small retail and restaurant establishments, including Jared (jewelry store), Firestone Auto Care, Bank of America, and Olive Garden. It is bordered by Satellite Blvd, Pleasant Hill Rd, Mall Blvd, and Market St, with an area of 9.5 acres and an approximate acquisition cost of \$14.8 million.

Advantages

- › Site area is 9.5 acres (between desired size range of 6.5 – 10 acres)
- › Rectangular site area
- › Directly accessible to planned greenway
- › Direct access to planned Satellite BRT
- › Minimal impact to existing bus operation
- › Highly visible from major roadways, including both Satellite Blvd and Pleasant Hill Rd

Disadvantages

- › Site is currently not directly accessible to Satellite Blvd with signalized intersection or Ring Rd with stop-controlled intersection
- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Unsafe for pedestrians and bicyclists, based on GDOT crash history (5 crashes in area)
- › Very high property acquisition cost (greater than \$10 million)
- › Moderately high cost to purchase businesses
- › High degree of difficulty to acquire (no unoccupied units)

Site B: 46 points

Site B is largely unoccupied and currently owned by Gwinnett County. Two parcels within the site are occupied by outside owners: a strip mall of primarily small restaurants in the southwest corner and Wells Fargo Bank in the northeast corner. Ride Gwinnett buses currently use a small area off Satellite Blvd as a transit center, which is accessible by a traffic signal, for routes 10a, 10b, 30, and 40. It is bordered by Satellite Blvd, Merchants Way, Ring Rd, and Old Norcross Rd NW, with an area of 13.9 acres and an approximate acquisition cost of \$7 million for the land not already owned by Gwinnett County. This site area could be modified to only include the Gwinnett County-owned/unoccupied areas to eliminate the acquisition cost for the proposed site.

Advantages

- › Rectangular site area
- › Site is directly accessible to Satellite Blvd with a signalized intersection
- › The site borders Ring Rd to the east, providing nearby access to the Gwinnett Place redevelopment
- › Directly accessible to planned greenway
- › Direct access to planned Satellite BRT
- › No impact to existing bus operation
- › Requires no driveway reconstruction for Ride Gwinnett bus access
- › Highly visible from Satellite Blvd
- › Moderately low property acquisition cost (between \$6 million – \$8 million) for full site area
- › Low cost to purchase businesses for full site area
- › No property acquisition or cost to purchase businesses if the site is limited to the Gwinnett County owned parcels within the site area

Disadvantages

- › The full site size, including the strip mall and bank, is greater than 10 acres
- › Excluding the strip mall and bank would result in a non-rectangular shape for the site area
- › Somewhat unsafe for pedestrians and bicyclists, based on GDOT crash history (2 ped/bike crashes in 5 years)

Site C: 39 points

Site C is comprised of a variety of small retail and restaurant establishments, including two strip malls, a real estate agency, and Haverty's Furniture. It is bordered by Satellite Blvd, Old Norcross Rd NW, Ring Rd, and Tandy Key Ln, with an area of 11.4 acres and an approximate acquisition cost of \$11.1 million.

Advantages

- › Rectangular site area
- › Site is directly accessible to Satellite Blvd with a signalized intersection
- › Directly accessible to planned greenway

- › Direct access to planned Satellite BRT
- › Minimal impact to existing bus operation
- › The site borders Ring Rd to the south, providing nearby access to the Gwinnett Place redevelopment
- › Requires no driveway reconstruction for Ride Gwinnett bus access
- › Highly visible from Satellite Blvd

Disadvantages

- › Site area is 11.4 acres (greater than desired size range of 6.5 – 10 acres)
- › Somewhat unsafe for pedestrians and bicyclists, based on GDOT crash history (1 ped/bike crash in 5 years)
- › Very high property acquisition cost (greater than \$10 million)
- › Moderately high cost to purchase businesses
- › High degree of difficulty to acquire (no unoccupied units)

Site D: 47 points

Site D is comprised of Golden Corral, a permanently closed Sonic Drive-In, and an unoccupied parcel to the east. It is bordered by Satellite Blvd, Tandy Key Ln, Ring Rd, and Gwinnet Place Ford with an area of 8.6 acres and an approximate acquisition cost of \$5.6 million.

Advantages

- › Site area is 8.6 acres (between desired size range of 6.5 – 10 acres)
- › Rectangular site area
- › Site is directly accessible to Satellite Blvd with a signalized intersection
- › Direct access to planned Satellite BRT
- › Minimal impact to existing bus operation
- › The site borders Ring Rd to the south, providing nearby access to the Gwinnett Place redevelopment
- › Requires no driveway reconstruction for Ride Gwinnett bus access
- › Highly visible from Satellite Blvd
- › Safe for pedestrians and bicyclists, based on GDOT crash history (no ped/bike crashes in 5 years)
- › Low property acquisition cost (less than \$6 million)
- › Low cost to purchase businesses

Disadvantages

- › Not accessible to planned greenway (greater than 500-foot walking distance)
- › Possibly difficult to acquire (mix of closed/unoccupied units and occupied units)

Site E: 33 points

Site E is comprised of two used car dealerships. It is bordered by Gwinnett Place Ford, Ring Rd, and Commerce Ave, with an area of 6.7 acres and an approximate acquisition cost of \$12.7 million.

Advantages

- › Site area is 6.7 acres (between desired size range of 6.5 – 10 acres)
- › The site borders Ring Rd to the west, providing nearby access to the Gwinnett Place redevelopment
- › Somewhat accessible to planned Satellite BRT
- › Minimal impact to existing bus operation
- › Safe for pedestrians and bicyclists, based on GDOT crash history (no ped/bike crashes in 5 years)

Disadvantages

- › Non-rectangular site area
- › Site is not directly accessible to Satellite Blvd with a signalized intersection or Ring Rd
- › Not accessible to planned greenway (greater than 500-foot walking distance)
- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Very difficult to see from Satellite Blvd
- › Very high property acquisition cost (greater than \$10 million)
- › High cost to purchase businesses
- › High degree of difficulty to acquire (no unoccupied units)

Site F: 37 points

Site F is comprised of Rick Hendrick Buick GMC (car dealership). It is bordered by Commerce Ave, BMW of Gwinnett Place, I-85, and Rick Case Kia, with an area of 9.2 acres and an approximate acquisition cost of \$7.4 million.

Advantages

- › Site area is 9.2 acres (between desired size range of 6.5 – 10 acres)
- › Rectangular site area
- › Somewhat accessible to planned greenway (less than 500-foot walking distance)
- › Direct access to planned Satellite BRT
- › Minimal impact to existing bus operation
- › Highly visible from Satellite Blvd
- › Moderately low property acquisition cost (between \$6 million – \$8 million)

Disadvantages

- › Site is not directly accessible to Satellite Blvd with a signalized intersection or Ring Rd

- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Somewhat unsafe for pedestrians and bicyclists, based on GDOT crash history (2 ped/bike crashes in 5 years)
- › High cost to purchase businesses
- › High degree of difficulty to acquire (no unoccupied units)

Site G: 31 points

Site G is comprised of BMW of Gwinnett Place and a used car dealership. It is bordered by Commerce Ave, EchoPark Automotive, I-85, and Rick Hendrick Buick GMC, with an area of 11.4 acres and an approximate acquisition cost of \$9.5 million.

Advantages

- › Rectangular site area
- › Safe for pedestrians and bicyclists, based on GDOT crash history (no crashes in area)
- › Somewhat accessible to planned Satellite BRT
- › Minimal impact to existing bus operation

Disadvantages

- › Site area is 11.4 acres (greater than desired size range of 6.5 – 10 acres)
- › Site is not directly accessible to Satellite Blvd with a signalized intersection or Ring Rd
- › Not accessible to planned greenway (greater than 500-foot walking distance)
- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Not visible from major roadway
- › High property acquisition cost (between \$8 million – \$10 million)
- › High cost to purchase businesses
- › High degree of difficulty to acquire (no unoccupied units)

Site H: 28 points

Site H is comprised of Pirate's Cove Adventure Golf, Extended Stay America, Hashemite's Banquet Hall, and a vacant parcel to the east. It is bordered by Ring Rd, Venture Pkwy, I-85, and EchoPark Automotive, with an area of 12.8 acres and an approximate acquisition cost of \$8.2 million.

Advantages

- › Site is directly accessible from Ring Rd with an all-way stop controlled intersection
- › Directly accessible to planned greenway

Disadvantages

- › Site area is 12.8 acres (greater than desired size range of 6.5 – 10 acres)

- › Non-rectangular site area
- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Not visible from major roadway
- › Somewhat unsafe for pedestrians and bicyclists, based on GDOT crash history (1 ped/bike crash in 5 years)
- › High property acquisition cost (between \$8 million – \$10 million)
- › Possibly difficult to acquire (mix of unoccupied and occupied units)
- › Not accessible to planned Satellite BRT (greater than 1/2 -mile walk)
- › Major impact to existing bus operation
- › High cost to purchase businesses

Site I: 33 points

Site I is comprised of four hotel properties: Wingate by Wyndham, Extended Stay America, Quality Inn, and Sonesta Select. It is bordered by Venture Pkwy, I-85, Courtyard by Marriott, and Site H, with an area of 7.7 acres and an approximate acquisition cost of \$28.8 million.

Advantages

- › Site area is 7.7 acres (between desired size range of 6.5 – 10 acres)
- › Rectangular site area
- › Directly accessible to planned greenway
- › Safe for pedestrians and bicyclists, based on GDOT crash history (no ped/bike crashes in 5 years)

Disadvantages

- › Site is not directly accessible to Satellite Blvd with a signalized intersection or Ring Rd with a stop-controlled intersection
- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Not visible from major roadway
- › Very high property acquisition cost (greater than \$10 million)
- › High degree of difficulty to acquire (no unoccupied units)
- › Limited access to planned Satellite BRT (1/2-mile walk)
- › Major impact to existing bus operation
- › High cost to purchase businesses

Site J: 31 points

Site J is comprised of Courtyard by Marriott, Haven Hotel, Texaco gas station, and a small retail site to the northwest. It is bordered by Pleasant Hill Rd, Venture Pkwy, I-85, and Sonesta Select, with an area of 7.9 acres and an approximate acquisition cost of \$17.7 million.

Advantages

- › Site area is 7.9 acres (between the desired size range of 6.5 – 10 acres)
- › Directly accessible to planned greenway
- › Highly visible from Pleasant Hill Rd

Disadvantages

- › Non-rectangular site area
- › Site is not directly accessible to Satellite Blvd with a signalized intersection or Ring Rd
- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Somewhat unsafe for pedestrians and bicyclists, based on GDOT crash history (1 ped/bike crash in 5 years)
- › Very high property acquisition cost (greater than \$10 million)
- › High degree of difficulty to acquire (no unoccupied units)
- › Limited access to planned Satellite BRT (1/2-mile walk)
- › Major impact to existing bus operation
- › High cost to purchase businesses

Site K: 38 points

Site K is comprised of Seoul Korean BBQ Grill and a strip mall with various restaurants and retail stores. The site also includes a large parking lot in the northern section of the site. It is bordered by Ring Rd, Gwinnett Place Dr, and the Atlanta Coliseum, with an area of 8.3 acres and an approximate acquisition cost of \$7.4 million.

Advantages

- › Site area is 8.3 acres (between the desired size range of 6.5 – 10 acres)
- › Directly accessible to planned greenway
- › Somewhat accessible to planned Satellite BRT
- › Site is directly accessible to Ring Rd with an all-way stop controlled intersection
- › The site borders Ring Rd to the north, providing nearby access to the Gwinnett Place redevelopment
- › Safe for pedestrians and bicyclists, based on GDOT crash history (no ped/bike crashes in 5 years)
- › Relatively low property acquisition cost (between \$6 million – \$8 million)

Disadvantages

- › Non-rectangular site area
- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Not visible from major roadway
- › High degree of difficulty to acquire (no unoccupied units)
- › Some impact to existing bus operation

- › Moderately high cost to purchase businesses

Site L: 35 points

Site L is comprised of Atlanta Coliseum (event venue), Shoe Dept, and a strip mall with various restaurants and bars. It is bordered by Mall Blvd, Market St, and Site K properties, with an area of 8.0 acres and an approximate acquisition cost of \$6.9 million.

Advantages

- › Site area is 8.0 acres (between the desired size range of 6.5 – 10 acres)
- › Rectangular site area
- › Directly accessible to planned greenway
- › Somewhat accessible to planned Satellite BRT
- › Safe for pedestrians and bicyclists, based on GDOT crash history (no ped/bike crashes in 5 years)
- › Relatively low property acquisition cost (between \$6 million – \$8 million)

Disadvantages

- › Site is not directly accessible to Satellite Blvd with a signalized intersection or Ring Rd
- › Some impact to existing bus operation
- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Not visible from major roadway
- › High degree of difficulty to acquire (no unoccupied units)
- › High cost to purchase businesses

Site M: 34 points

Site M is comprised of various restaurants and retail stores, including KFC, Mattress Firm, Fumi Hibachi and Sushi, and Kabob-ish. It is bordered by Pleasant Hill Rd, Market St, Mall Blvd, and Gwinnett Place Dr, with an area of 9.6 acres and an approximate acquisition cost of \$21.1 million.

Advantages

- › Site area is 9.6 acres (between the desired size range of 6.5 – 10 acres)
- › Rectangular site area
- › Directly accessible to planned greenway
- › Visible from Pleasant Hill Rd
- › Somewhat accessible to planned Satellite BRT

Disadvantages

- › Site is not directly accessible to Satellite Blvd with a signalized intersection or Ring Rd

- › Requires moderate driveway reconstruction for Ride Gwinnett bus access
- › Unsafe for pedestrians and bicyclists, based on GDOT crash history (4 ped/bike crashes in 5 years)
- › Very high property acquisition cost (greater than \$10 million)
- › High degree of difficulty to acquire (no unoccupied units)
- › Some impact to existing bus operation
- › Moderately high cost to purchase businesses

Preliminary Site Evaluation Scoring Summary

Based on the above analysis, Sites B and D have the greatest combined scores, indicating both can be considered as potential locations for the planned transit center. Although Site D has a slightly higher score of 47 compared to Site B's score of 46, Site B has the advantage of being largely unoccupied and already owned by Gwinnett County. The acquisition cost can be further reduced by eliminating the adjacent parcels that were originally included in the analysis (the strip mall and Wells Fargo Bank). The detailed site scoring has been included in Appendix D. Based on the preliminary site evaluation, 6 sites (site A, B, C, D, F and K) were advanced into the next evaluation step- Title VI Equity Analysis.

Title VI Equity Analysis

When planning a new facility, Federal Transit Administration (FTA) funding recipients are required to conduct a Facility Equity Analysis. The purpose of the analysis is to assess the potential equity impacts of these facilities and ensure site selection is conducted in a non-discriminatory manner, without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Under Title VI, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

FTA Circular 4702.1B provides guidance to FTA funding recipients regarding required activities to ensure compliance with all areas of Title VI.

The information presented in this memorandum is intended to support a Facility Equity Analysis for the future transit hub location in the vicinity of Gwinnett Place Mall, should one be required.

Race, color, and national origin of residents and business owners were not considered during the identification or evaluation of potential sites. Originally, the top five ranked parcels were to be evaluated in this analysis; however, there was a tie in scoring for fifth place. Therefore, the top six parcels were selected for analysis, which can be seen in Appendix E.

Equity Analysis

The six selected sites were analyzed to ensure the site selection would have no disparate impact due to race, color, or national origin.

All six sites are contained within the same census block group. Therefore, block groups that overlapped within a one-quarter mile radius of each site's boundary were included in the equity analysis. The block groups analyzed with each site are shown in Figures 1 through 3. Note that Sites A, B, and K all share the same block groups, as well as for Sites C and D. Therefore, these groups of sites have the same equity characteristics. The demographic data from each census block group was weighted by the block group's respective population and averaged for each site.

Figure 1. Census Block Groups Analyzed with Sites A, B, & K

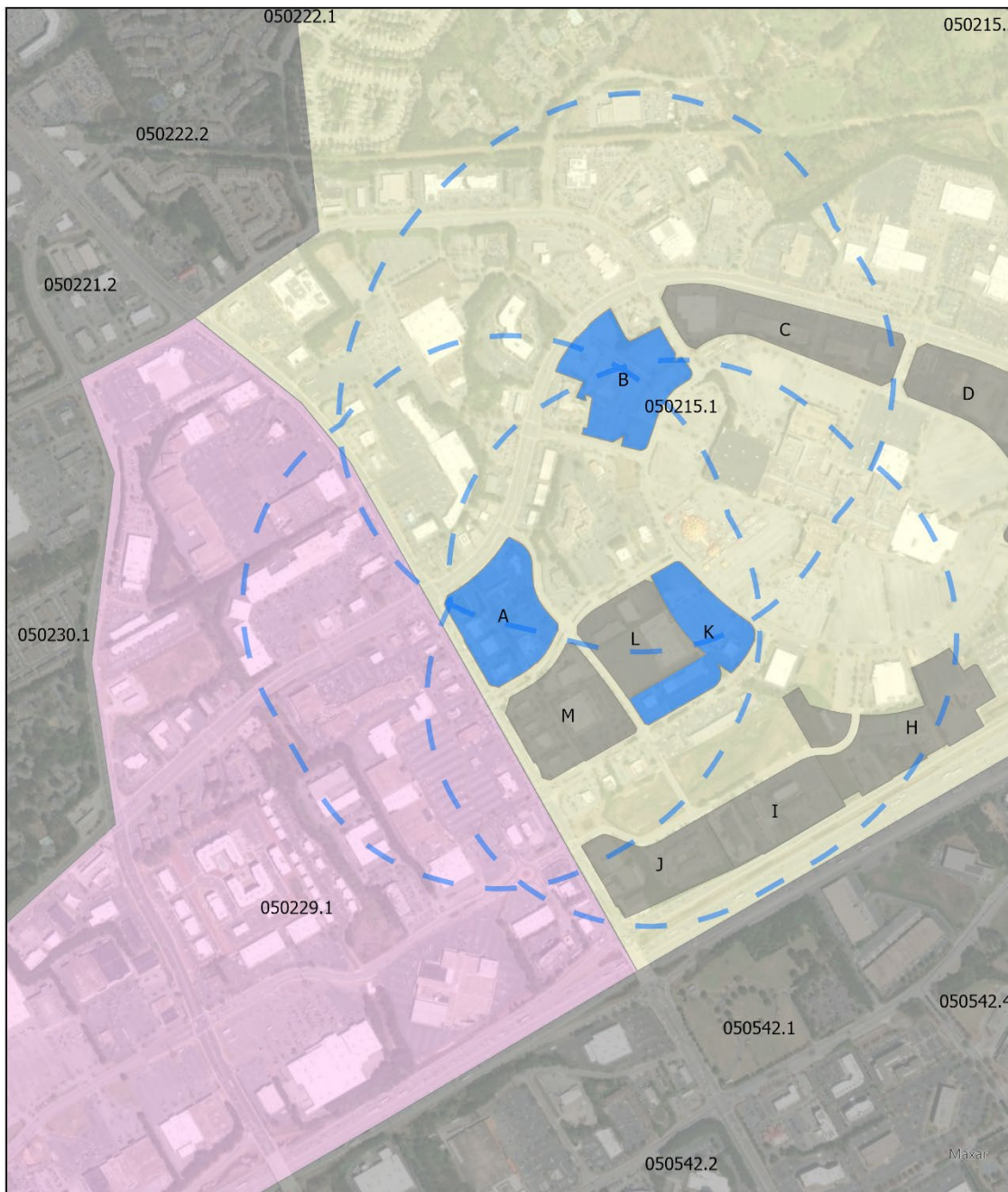


Figure 2. Census Block Groups Analyzed with Sites C & D



Figure 3. Census Block Groups Analyzed with Site F



The racial makeup of each site can be seen in Table 1. Non-white and people of mixed-race account for 89 percent of the population near Sites A, B, and K. In Sites C, D, and F, non-white populations account for 86 percent of the nearby block groups. The site locations all have higher non-white populations than Gwinnett County overall (68 percent).

Table 1 Race

Race	Site A	Site B	Site C	Site D	Site F	Site K	Gwinnett County
White	11%	11%	14%	14%	14%	11%	32%
Non-White & Mixed-Race	89%	89%	86%	86%	86%	89%	68%

Source: 2020 Decennial Census

The median household income and ratio of income to poverty level (also called income-to-poverty ratio) is presented for each site in Table 2. The income-to-poverty ratio is calculated by dividing income by the poverty threshold for the household’s respective family size and composition. Households with a ratio under 1.00 are considered as being in poverty, and those with a ratio of 2.00 or over have incomes that are at least double the poverty line. The median income is lowest at \$45,540 for Sites A, B, and K; most of the households near these sites are in the income-to-poverty ratio ranges between 1.00 to 1.99, or 2.00 and over. Sites C and D have the highest median income, \$53,056, of the potential sites and the highest income-to-poverty-ratio. Site F has a median income of \$47,625 and the greatest percentage of households (15 percent) with an income-to-poverty ratio under 1.00. Compared to Gwinnett County overall, these sites have a lower median household income and fewer households with an income-to-poverty ratio of 2.00 and over.

Table 2 Income and Poverty

Ratio of Income to Poverty Level	Site A	Site B	Site C	Site D	Site F	Site K	Gwinnett County
% Under the Poverty Line (Under 1.00)	6%	6%	2%	2%	15%	6%	11%
% Over the Poverty Line, Up to Double the Poverty Line (1.00 to 1.99)	42%	42%	28%	28%	26%	42%	18%
% Over Double the Poverty Line (2.00 and over)	52%	52%	70%	70%	59%	52%	72%
Median Household Income	\$45,540	\$45,540	\$53,056	\$53,056	\$47,625	\$45,540	\$68,380

Source: ACS 2021 5-Year Estimates Tables C17002, B19001

The household limited English-speaking status for each site is listed in Table 3. Sites range from 7 percent limited English-speaking (Sites A, B, and K) to 15 percent (Sites C and D). 9 percent of households speak limited English in Gwinnett County overall.

Table 3 Household Limited English-Speaking Status

Household Limited English-Speaking Status	Site A	Site B	Site C	Site D	Site F	Site K	Gwinnett County
Non-Limited English-Speaking Households	93%	93%	85%	85%	90%	93%	91%
Limited English-Speaking Households	7%	7%	15%	15%	10%	7%	9%

Source: ACS 2021 5-Year Estimates Table C16002

Displaced Residences

No residences would be displaced by the acquisition of property for any of the potential sites.

Displaced Businesses

An evaluation was conducted on the businesses that would be displaced through the acquisition of property on each potential site. A complete list of minority-owned businesses in Gwinnett County was not available. Minority-owned businesses were identified through appropriate judgment where complete information about business owners could not be found. Note that it was difficult to identify store owners of franchise retail/restaurant establishments; these were assumed to be non-minority owned.

Table 4 presents the percentage of displaced businesses per site that are minority owned. Site B would not displace any businesses, because the parcels within the recommended area are entirely owned by Gwinnett County. . These parcels were vacant at the time of purchase, meaning no businesses were displaced through its acquisition. Site K has the greatest percentage of minority owned businesses at 100 percent; however, only 4 total businesses are operating at this site. Minority owned businesses represent 63 percent of Site C, which has 19 total businesses within its boundaries. No businesses in the remaining sites have minority owned businesses.

Table 4 Displaced Businesses

Business Type	Site A	Site B	Site C	Site D	Site F	Site K
Total Businesses	6	0	19	1	1	4
Minority Owned	0%	N/A	63%	0%	0%	100%
Non-Minority Owned	100%	N/A	37%	100%	100%	0%

Benefits and Burdens

The sites were evaluated to determine the benefits and burdens of an impact of a new transit hub and potentially a new County office at each location. In this analysis, the Zoning Districts for each site were researched. All sites within the study area are zoned as:

C-3 - Highway Business District. This district allows businesses that require accessibility to major highways and that serve larger portions of the community than the NS, C-1, or C-2 districts. The dimension requirements for this zone are: Minimum Lot Size: None, Minimum Lot Width: None, Minimum Road Frontage: 40 feet.

Table 5 lists the benefits and burdens by site.

Table 5 Benefits and Burdens

Site	Benefits	Burdens
Site A	<ul style="list-style-type: none"> • All parcels zoned C-3, which would allow for office use • Proximate to Gwinnett Place Mall redevelopment and increased housing stock 	<ul style="list-style-type: none"> • Displacement of 6 businesses
Site B	<ul style="list-style-type: none"> • All parcels zoned C-3, which would allow for office use • No displaced businesses • Currently owned by Gwinnett County • Proximate to Gwinnett Place Mall redevelopment and increased housing stock 	
Site C	<ul style="list-style-type: none"> • All parcels zoned C-3, which would allow for office use • Proximate to Gwinnett Place Mall redevelopment and increased housing stock 	<ul style="list-style-type: none"> • Displacement of 19 businesses, 12 of which are minority-owned
Site D	<ul style="list-style-type: none"> • All parcels zoned C-3, which would allow for office use • Proximate to Gwinnett Place Mall redevelopment and increased housing stock 	<ul style="list-style-type: none"> • Displacement of 1 business
Site F	<ul style="list-style-type: none"> • All parcels zoned C-3, which would allow for office use • Proximate to Gwinnett Place Mall redevelopment and increased housing stock 	<ul style="list-style-type: none"> • Displacement of 1 business
Site K	<ul style="list-style-type: none"> • All parcels zoned C-3, which would allow for office use • Proximate to Gwinnett Place Mall redevelopment and increased housing stock 	<ul style="list-style-type: none"> • Displacement of 4 minority- owned businesses

Conclusions

An evaluation of the potential transit center sites using Title VI screening data and methods was conducted to ensure there was no disparate impact due to race, color, and national origin of residents and business owners. The following conclusions can be drawn from the analysis:

- › None of the potential sites would displace any residents.
- › All sites had similar proportions (86 to 89 percent) of nearby non-white residents, which were greater than Gwinnett County overall.
- › The median household income varied between the potential sites from \$45k to \$53k, which was lower than Gwinnett's median income of \$68k. Site F had the lowest income-to-poverty ratio.
- › All sites ranged from 7 to 15 percent limited English speaking, with Sites C and D having the highest proportions. Gwinnett County averaged 9 percent limited English speaking.
- › No businesses would be displaced by selecting Site B. The greatest number of displaced minority-owned businesses would occur in Site C, which is 63 percent minority owned.

No disparate impacts would be expected for selection of one of the potential sites, based on the analysis of nearby racial, income, and limited English-speaking populations. All the sites would provide a new transit amenity in a majority minority area. The sites have a higher non-white population and lower median household income than Gwinnett County overall, and the sites do not greatly differ amongst themselves in these categories.

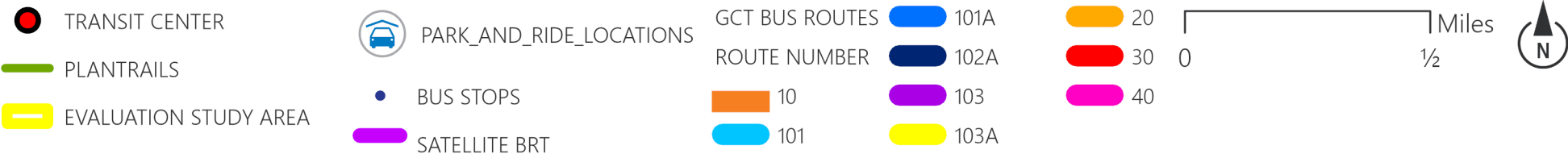
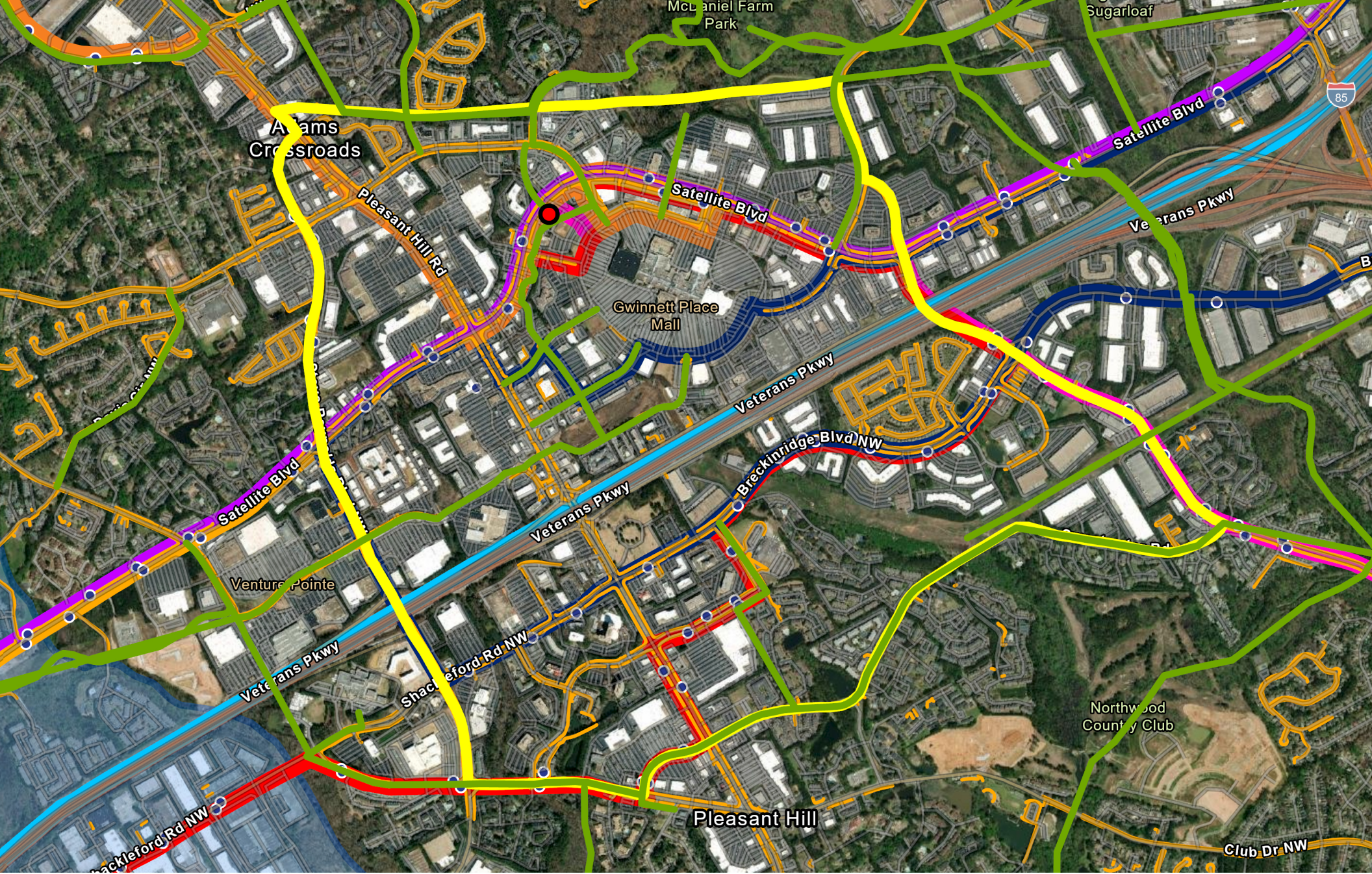
Potential for displacement of minority-owned businesses is the differentiator among sites. Therefore, caution should be applied if Site C or K is selected, due to their high percentages of displaced minority-owned businesses. Selecting Site B would displace the fewest minority businesses.

Final Recommendation

Site B is proposed for the final site selection due to multiple factors:

1. No disparate impact
2. No acquisition cost when excluding unowned land
3. No businesses would be displaced
4. No burdens to residents and business owners
5. Directly accessible to Satellite Blvd
6. Accessible to planned Satellite BRT
7. No impact to existing bus operation
8. Requires no driveway reconstruction for Ride Gwinnett bus access
9. Highly visible from Satellite Blvd
10. All parcels zoned C-3, which would allow for office use
11. Proximate to Gwinnett Place Mall redevelopment and increased housing stock

Appendix A: Study Area Map

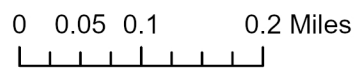


Appendix B: Site Scoring Map



Maxar

Candidate Sites By Score



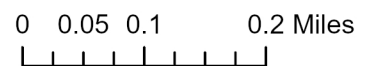
Appendix C: Site Scoring Calculations

Parcel ID	Acres	Sale Adjusted Value of Property	Parcel Size and Shape up to 9 pts			Multimodal Access to Site up to 15 pts					Environmental up to 3 pts	Land Use and Development up to 6 pts		Visibility up to 3 pts	Safety up to 6 Pts		Property up to 11 Pts			Score (53 possible points)	Rank
			Site Size 0 to 3	Site Grade 1 to 3	Site Shape 1 to 3	Roadway Access 1 to 3	Existing Pedestrian Access 1 to 3	Planned Trail Access 1 to 3	Planned BRT Access 1 to 3	Ride Gwinnett Local Bus Access 1 to 3	Environmental Constraints 1 to 3	ELU, FLU & Zoning 1 to 3	Proximity to Gwinnett Place Mall 1 to 3	Visibility 1 to 3	Ped/Bike Crashes 1 to 3	Lane Crossings 0 to 3	Property Cost 1 to 5	Business Cost 1 to 3	Occupied 1 to 3		
A	9.5	\$ 14,849,125	3	3	3	1	2	3	3	2	3	2	2	3	1	2	1	2	1	37	5
B	13.9	\$ 7,024,625	1	3	3	3	2	3	3	3	3	3	3	3	2	2	3	3	3	46	2
C	11.4	\$ 11,144,875	1	2	3	3	2	3	3	3	3	2	3	3	2	2	1	2	1	39	3
D	8.6	\$ 5,584,125	3	3	3	3	2	1	3	3	3	3	3	3	3	2	4	3	2	47	1
E	6.7	\$ 12,703,750	3	3	2	1	1	1	2	2	3	2	3	2	3	2	1	1	1	33	9
F	9.2	\$ 7,448,375	3	3	3	1	2	2	2	2	3	2	2	3	2	2	3	1	1	37	5
G	11.4	\$ 9,548,750	1	3	3	1	2	1	2	2	3	1	2	1	3	2	2	1	1	31	11
H	12.8	\$ 8,188,500	1	2	1	1	1	3	1	2	2	2	2	1	2	2	2	1	2	28	13
I	7.7	\$ 28,821,250	3	3	3	1	2	3	1	2	3	1	2	1	3	2	1	1	1	33	9
J	7.9	\$ 17,691,750	3	2	2	1	2	3	1	2	3	1	1	3	2	2	1	1	1	31	11
K	8.3	\$ 7,362,250	3	3	2	3	1	3	1	2	3	2	3	1	3	2	3	2	1	38	4
L	8.0	\$ 6,946,750	3	3	3	1	1	3	2	2	3	1	2	1	3	2	3	1	1	35	7
M	9.6	\$ 21,083,500	3	3	3	1	2	3	2	1	3	2	1	3	1	2	1	2	1	34	8

Appendix D: Preliminary Recommended Site Area



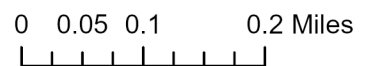
Recommended Site by Occupancy



Appendix E: Title VI Analysis Sites



Sites for Title VI Analysis



Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

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

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor 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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor 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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor 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 (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTIFICATION TO FTA

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

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

The Contractor 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information.

d. See also § 200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract 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. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent

required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

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

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

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

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

Remedies:

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

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____