



REQUEST FOR PROPOSAL

**Consultant Services for the
Comprehensive Transportation Plan Update**

Douglas County Georgia

***DOUGLAS COUNTY BOARD OF COMMISSIONERS
DOUGLASVILLE, GEORGIA***

SOLICITATION NO: RFP # 19 – 022

Closing Date/Time:

October 23, 2019, 2:00 p.m.

***Douglas County Purchasing Department
8700 Hospital Drive
Douglasville, Georgia 30134***

770-920-7247

DOUGLAS COUNTY BOARD OF COMMISSIONERS

REQUEST FOR PROPOSAL

**Consultant Services for the
Comprehensive Transportation Plan Update**

SOLICITATION 19-022

September 17, 2019

Written Proposals will be received by The Douglas County Board of Commissioners in the Douglas County Purchasing Department, 3rd Floor, Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia 30134, until **Wednesday, October 23, 2019 at 2:00 PM**. Proposals may be mailed or hand delivered. Names of the Firms submitting proposals will be and read aloud publicly at 2:00pm Wednesday, October 23, 2019 in the Purchasing Department, 3rd Floor of the Douglas County Courthouse.

Questions regarding this Proposal should be delivered to the Purchasing Department:

Mr. Bill Peacock, Purchasing Director
8700 Hospital Drive
Douglasville, Georgia 30134
Fax: 770.920.7219
Email: bpeacock@co.douglas.ga.us

All questions must be received by 5:00 pm Friday, October 4, 2019 either by e-mail or US mail. No questions by telephone will be accepted. All responses will be provided by or no later than 5:00 pm Friday, October 11, 2019. No other County staff or officials associated with this Project should be contacted regarding this proposal. **DOING SO, MAY RESULT IN PROPOSERS'S DISQUALIFICATION.**

The work subject of the proposal consists of, but is not limited to, furnishing all materials, labor, and equipment for:

**“Consultant Services for the Comprehensive Transportation Plan Update,
Solicitation # 19-022”**

Payments will be made in accordance with the Douglas County's Financial Policy. The County typically makes payments within 30 days after receipt of an approved invoice or certified payment request from the Consulting Firm **(ORIGINAL INVOICE FROM CONSULTANT IS REQUIRED BEFORE PAYMENT WILL BE MADE).**

Qualifications of the Proposer will be reviewed before the Award of the Contract. The County will use a two-phase process for selection of the Consulting firm on this project. The Selection Committee will review each Proposal received utilizing the criteria in the Proposal documents. At the county's discretion, presentation may be requested as part of the evaluation process.

This Douglas County Board of Commissioners has a Disadvantage Business Enterprise (DBE) goal of no less than fifteen (15) percent participation.

The County will consider Award of the Consulting Services Contract to the highest ranked firm based on the recommendation of the Selection Committee. The Douglas County Board of Commissioners reserves the right to reject any and all Proposals and to waive any informalities.

RESPONSIBILITY OF PROPOSER

Request for Proposals must be signed by an authorized official to bind the offeror and it shall contain a statement to the effect that the Request for Proposals is firm for a period of at least one hundred twenty (120) days from the closing date for submission. (Include information in Cover Letter)

PROHIBITION OF GRATUITIES

Firms shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the Douglas County Board of Commissioners for the purpose of influencing consideration of this qualification.

OWNERSHIP OF MATERIAL

Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Information obtained during the Work shall not be disclosed by the Consultant to any other entity than the County. The County may disclose or publish the information at its discretion.

SELECTION AND NOTIFICATION

The selected firm will be given written notification of being selected by the County. The County will negotiate and may execute a contract with the selected firm prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one of the highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms: Detailed scope of services, Schedule for providing services, and Cost of services.

INSURANCE

Prior to commencing work, firm, at its own expense, shall furnish insurance certificate showing the certificate holder as Douglas County Board of Commissioners, with a special notation naming Douglas County as an additional insured on the liability coverage. At a minimum: Commercial General Liability and Automobile Liability: combined single limit at least \$1,000,000 per occurrence; Umbrellas liability in the amount of at least \$5,000,000 that follows the coverage forms for underlying liability policies or is broader; Worker’s Compensation policy providing statutory limits; Architects’ & Engineers’ Professional Liability – errors and omissions policy in the amount of at least \$1,000,000 per occurrence. Coverage shall provide for professional errors and/or omissions in the preparation of design and and/or specifications and include the rendering of supervisory, inspection, or engineering services.

INDEMNIFICATION

The Firm shall indemnify, protect, defend and hold harmless Douglas County, their agents, and employees, from and against any and all claims, demands, judgments, or causes of action, including costs and attorney's fees by any party or parties whatever for loss, damage, injury, fines or penalties of any kind of character either to persons or property directly or indirectly arising out of the operations performed under the Contract except such lost, damage, or injury as is caused by the sole negligence of the County.

MISCELLANEOUS

The proposer agrees that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further agrees that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract. All respondents must provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest. (include information in Cover Letter)

Proposals submitted are not publicly available until after award by the Douglas County Board of Commissioners. All Proposals and supporting materials, as well as correspondence relating to this RFP becomes the property of Douglas County when received. Any proprietary information contained in the qualification should be so indicated. However, a general indication that the entire contents, or a major portion, of the qualification is proprietary will not be honored.

PROTEST PROCEDURES

Right to Protest: Any actual firm, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing within five (5) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

The Purchasing Director shall have authority to settle and resolve a protest of an aggrieved offeror concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken. This decision shall be final and conclusive, unless the firm appeals administratively within five (5) days after receipt of decision to the Douglas County Board of Commissioners. Any protest taken to the Board or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without merit or standing.

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent by the County.

STANDARD TERMS AND CONDITIONS

The selected firm must carry out the required professional services in accordance with the Douglas County standard terms and conditions as described herein.

PRE-QUALIFICATION

All Consultants must be pre-qualified with the GDOT or Douglas County, in areas appropriate for the type of work requested in the RFP in order to be awarded a contract with Douglas County. Evidence of pre-qualification in the appropriate area classes will be required with the submittal.

AGREEMENT

Attached, as Appendix A is a SAMPLE Professional Services Agreement under which the selected firm will be expected to provide services. Any areas of concern or disagreement with this services agreement should be stated in your Proposal.

OPEN RECORDS

The contents of the proposals will not be made public until after an award and contract has been executed.

GENERAL SCOPE OF WORK:

The General Scope of Services as described in this document is provided as guidance and in no way is a complete listing of requirements. The successful Proposer (herein after referred to as Consultant) will be responsible for completion of the tasks outlined in Scope of Work section.

PROPOSAL CONTENT

The following section outlines the specific requirements for the proposals and the process for review and evaluation of the proposals. Proposers are cautioned to read this section carefully. Failure to provide all the requested information may cause the proposal to be deemed nonresponsive. Provide information in the order requested.

Technical Content

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided. The proposal shall consist of the following sections. Responses for each of the proposal requirements listed below must be clearly stated. The Scope of Work and Methodology outlined in the Scope of Work Section, shall be limited to 20 (8½ by 11 inch) pages of text in which the consultant shall describe the proposed work program, approach and methodology to be used to complete the project. Supplemental information, qualifications, resumes, team member availability, and experience may be included in an Appendix.

1. Cover Letter

Shall identify the Consulting firm or firms. If the submittal is for a multiple firm team, the lead firm must be clearly identified and the other firms will act as sub-consultants. This letter shall also identify his/her appropriate Georgia professional registrations and state his/her appropriate Georgia license. The transmittal letter shall also include a commitment of the project team for

the entire duration of the project. Acknowledgement of Addenda if issued and review of contract supplied. Clearly provide name, telephone number, and email of contact person if any questions regarding the submitted proposal.

- The Cover Letter shall contain key contact information on the Proposer firm(s), including name, business address, telephone number, FAX number, email address and name of contact person.
- This letter shall be signed by a duly authorized officer(s) of the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each submittal shall indicate the entity responsible for execution on behalf of the team.

2. Project Approach

The proposal shall include a narrative depicting the Firm's understanding, philosophy and approach to this project based on the general outline provided in the Scope of Work. The approach shall provide information as to how the firm proposes to integrate the County requirements in the process and include a statement of the goals and objectives of the Consultant Team's approach to the Project and a detailed description of the activities to be undertaken for each of the tasks.

3. Scope of Work

Include a Task-by-Task description as to what the Firm anticipates providing to ensure a successful project completion. Provide sufficient information on how it is anticipated that the services and products to be provided by the firm meet the requirements of this project.

4. Project Team Description

Firm: Provide a complete description of the firm or project team's legal structure, length of time in business, number of employees, name and address of the main office and address of the office that will manage this project. The firm will disclose whether it or any of its team members or subcontractors on this project has ever had a voluntary or involuntary Bankruptcy Petition file in its current or any prior name. The firm shall similar disclose whether or not if or any team member or subcontractors are in default on any loan agreement or financing agreement with any bank, financial institution or other entity. The firm and its team members or subcontractors should also disclose if any parent company or subsidiaries have been refused liability coverage in its current or previous name(s).

Project Manager:

The Consultant shall designate a Project Manager responsible for ensuring completion of all required work and coordinating with the County throughout the project. It is imperative that the Project Manager have demonstrated knowledge of transportation and related issues in the Atlanta Region, Douglas County, and at the State and Federal level, with a superior ability to communicate effectively with local elected officials, community partners and stakeholders. The individual must also have demonstrated experience with preparation of comprehensive, multi-jurisdictional, multi-modal transportation plans as well as knowledge and experience in transit

planning. If, for some reason, the Project Manager must be replaced, the County reserves the right to approve the replacement prior to their assignment to the Project.

The following are the key specific responsibilities of the Consultant Project Manager:

- Overall project management, including developing and maintaining the project schedule and budget
- Coordinating with the County Liaison and Project Management Team at key stages throughout the project
- Coordinating with local and regional partners as appropriate on major issues including municipalities and Community Improvement Districts (CIDs) within Douglas County; the ARC, GDOT, Georgia Regional Transportation Authority (GRTA), ATL and the State Roads and Tolls Authority (SRTA), as well as federal transportation agencies as necessary.
- Managing and overseeing assignments to consultant staff and/or sub-consultant(s)
- Developing and submitting work products that meet County requirements
- Making any required revisions to data or reports based on direction from the County
- Submitting invoices and progress reports in a format that meets County requirements after satisfactory completion of the required work
- Maintaining records on the project in accordance with County, State and Federal requirements
- Documenting meetings with the County, cities, other agencies, and the public
- Making presentations to the elected bodies and selected community groups

5. Project Staffing

Team Organization, Qualifications, Availability and Financial Stability

- If a multiple firm team is anticipated, provide name, address and telephone number of each firm's point of contact.
 - A delineation of the personnel of the firm and any sub-consultants, who will actually work on the project and their roles. Special emphasis shall be placed on the role of the proposed project manager. A experienced well-qualified project manager is essential to the overall success of the project.
 - An outline of the qualifications and experience of the firm(s) and the assigned personnel in projects similar to this one. This shall include summaries of projects of similar complexity and scope underway or completed within the past five (5) years.
 - A discussion of the current workload and availability of all firms and the assigned staff. Provide three (3) client references for each firm included in the team.
 - A discussion of the current workload, availability of the proposed project manager. Provide three (3) client references for the proposed project manager. This information shall include the project name, client contact name, title, mailing address, e-mail address, telephone number and a brief description of the project.
 - Audited financial statements including independent auditor's report, if available. Financial statements shall contain an income statement and a balance sheet.
-
- All personnel resumes shall be project specific, containing only descriptions of similar building projects that they have successfully completed.

6. Project Team References

Provide experience showing the successful completion of similar projects. (Minimum 3) This information shall include the project name, client contact name, title, mailing address, e-mail address, telephone number and a brief description of the project.

7. Project Schedule

Provide a schedule of general project activities for indicating the duration of each project Task, and for the duration of the entire project. The schedule shall reflect realistic Task duration's and include significant project milestones.

8. Quality Assurance – briefly describe the in-house procedures that will be used to assure the accuracy and integrity of the work effort and field services.

9. Proposed Budget

- Cost Proposal shall be lump sum.
- Please provide a cost estimate per task.

Non-Collusion Affidavit – The attached non-collusion affidavit must be duly filled in and returned as part of the Proposal submittal. Omission of the non-collusion affidavit could result in disqualification of your team's Proposal.

Contractor and SAVE Affidavits – The attached forms must be duly filled in and returned as part of the Proposal submittal. Omission of the affidavit(s) could result in disqualification of your Proposal. Note, if any sub-contractors are used they are required to complete the contractor affidavit as well.

Disadvantaged Business Enterprises (DBE) – In accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Par 26, the Georgia Department of Transportation has established a program whereby DBE firms are defined, certified and made known. The DBE Program and Goal is designed to: (1)ensure nondiscrimination in the award and administration of DOT-assisted contracts; (2)create a level playing field on which DBEs can compete fairly for DOT-assisted contracts This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

Assurances

The Consultant acknowledges that if awarded a contract it will comply with all pertinent federal requirements and regulations applicable to projects funded fully or partially with federal funds and in responding to this RFP provides the following assurances:

1. Assurances. The Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and

Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. Also, the Consultant gives assurance and certifies with respect to this agreement that:

- a. For all agreements:
 - i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Consultant's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Consultant to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Consultant is authorized to execute an agreement incorporating the terms of its application.
 - ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
 - iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Consultant shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Consultant shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall cause foregoing provisions to be

included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Consultant agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Consultant agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding

the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

- x. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Consultant further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Consultant shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):

- i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
- ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Consultant will be responsible for conducting inspections to ensure compliance by the Consultant with these specifications.

- c. For agreements exceeding \$ 100,000.00 in federal financial assistance:

- i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857 (h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

2. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Consultant, or agent acting for the Consultant, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Consultant agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Consultant agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to

lower tier Consultants.

The Consultant agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

SELECTION PROCESS

County will use a two-phase selection process for the selection of an Architectural firm on this project. The Selection Committee will review each Proposal received utilizing the following criteria. At the County's discretion, presentations may be requested as part of the evaluation process. Douglas County reserves the right to retain all proposals submitted and to use any idea in any proposal regardless of whether that proposal is selected. (Maximum points for each category)

1. Cover letter – all required information must be provided (3)
2. Project approach and (10)
3. Scope of Work (10)
4. Project Team Description (20)
5. Proposed Project Staffing and Experience (25)
6. Results of Reference Checks (10)
7. Schedule (5)
8. Quality Assurance Procedures (2)
9. Budget (15)

Failure of a consultant to provide any portion of the requested information may result in the consultant's qualifications package being declared non-responsive. Douglas County reserves the right to reject any and all of the firms submitting. At the completion of the technical evaluation process, the Proposals will be ranked, and the firms submitting the three highest ranked proposals, based upon technical merit may be scheduled for interviews. If necessary negotiations with the selected firm will then be conducted; should contract and/or pricing negotiations fail, the County may enter into negotiations with one of the other highly ranked firms.

NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of the Bid Documents)

BID DATE:

PROJECT

DESCRIPTION: STATE

OF GEORGIA }

COUNTY OF DOUGLAS }

_____ being first duly sworn, deposes and

says that he is _____(sole owner, a partner, president

secretary,

etc.) of _____ the party making the
foregoing

Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against Douglas County, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof

Affiant: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Notary Public
My Commission Expires _____ 20_

EXHIBIT I

CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title) of _____

_____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

Initial each box below indicating certification. The person initialing must be the same person who signs the Certification Form. (If unable to initial any box for any reason, place an "X" in the applicable box and attach a statement explaining the non-certification. The Department will review and make a determination as to whether or not the firm shall be considered further or disqualified).

I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete and truthful.

I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings, nor is any team members/principals currently under indictment for any reason related to actions on public infrastructure projects.

I further certify that I understand that Firms included on the current Federal list of firms suspended or debarred are not eligible for selection and that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency.

I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract, nor has been removed from a contract or failed to complete a contract as assigned due to cause or default.

I further certify that the firm or any affiliate(s) has not been involved in any arbitration, litigation, mediation, dispute review board or other dispute resolution proceeding with a client, business partner, or government agency in the last five years involving an amount in excess of \$500,000 related to performance on public infrastructure projects.

I further certify that there are not any pending regulatory inquiries that could impact our ability to provide services if we are the selected consultant.

I further certify that there are no possible conflicts of interest created by our consideration in the selection process or by our involvement in the project.

I further certify that the submitting firm's annual average revenue for the past five (5) years is sufficient to allow the services to be delivered effectively by our firm and that there are no trends in the revenue which may be concerning other than normal market fluctuations.

I further certify that in regards to Audit and Accounting System Requirements, that the submitting firm:

- I. Has an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
- II. Has submitted its yearly Certified Public Accountant overhead audit if it currently has an aggregate contract amount exceeding \$250,000.
- III. Have no significant outstanding deficient audit findings from previous contracts with GDOT that have not been resolved.
- IV. Is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that DOUGLAS COUNTY may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the DOUGLAS COUNTY may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the DOUGLAS COUNTY to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial or rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Sworn and subscribed before me

This _____ day of _____, 20____.

Signature

NOTARY PUBLIC

My Commission Expires: _____

NOTARY SEAL

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

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

The Contractor represents that it employs:

_____ 500 or more employees;
_____ 100 or more employees; or
_____ fewer than 100

employees (*Contractor must initial appropriate category*).

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

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

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

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

AFFIDAVIT ON THE FOLLOWING PAGE

**CONTRACTOR AFFIDAVIT AND
AGREEMENT**

(Effective 10-28-2010)

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

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

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

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Office of Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE _____
DAY OF _____,
201____

Notary Public

Commission Expires: _____

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, BID WILL BE DETERMINED NON-RESPONSIVE AND WILL BE DISQUALIFIED.

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
Name [Subcontractor Name]

Subcontractor Business

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME ON
THIS THE ____ DAY OF _____, 201__

Notary Public

Commission Expires: _____

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)

(EXHIBIT A-2)

**(Effective
10.28.10)**

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

Comprehensive Transportation Plan Update; Solicitation # 19 - 022

I further certify to Douglas County, Georgia, the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Non-Confirmation response from E-Verify for any of the employees listed;
- If we receive a Final Non-Confirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project;
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate;
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
- If any other employee is assigned to this Douglas County project, a certification will be provided for said employee prior to the employee commencing work on the project

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name / Title

SWORN AND SUBSCRIBED BEFORE ME ON THIS THE_
____ DAY OF _____, 201__

Notary Public _____ Commission Expires

SAVE AFFIDAVIT

**Douglas County, Georgia
O.C.G.A. § 50-36-1(e) (2) Affidavit**

Applying on Behalf of/Name of Associated Business _____

By executing this affidavit under oath, as an applicant for a(n)_____

_____ **I am a United States citizen**

_____ **I am a legal permanent resident of the United States**

_____ **I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.**

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____(city), _____(state).

Signature of Applicant

Printed Name of Applicant

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

Notary Public
My Commission Expires _____

THE SUCCESSFUL FIRM WILL BE REQUIRED TO SUBMIT THE SECURE AND VERIFIABLE DOCUMENT EITHER IN PERSON OR ELECTRONICALLY.

DOUGLAS COUNTY STANDARD TERMS AND CONDITIONS

1. **CHANGES:** No change will be made to this invitation except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (7) seven calendar days prior to the time set for opening of the bids.
2. **FOB POINT:** Bid price to include shipping, packing, crating and unloading at address in Bid Schedule. Title to remain with vendor until fully accepted by county. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain property of vendor until replaced or removed at County's direction.
3. **RISK OF LOSS:** Vendor agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury or destruction shall not release vendor from any obligation.
4. **DELIVERY TIME:** Specify on Bid Schedule the delivery time you are able to meet for items listed in Bid Schedule. Failure to meet stated delivery times may be grounds for cancellation of order.
5. **BID ACCEPTANCE TIME:** Bids requiring acceptance by the county in less than (60) sixty calendar days could be rejected, unless so stated on "Bidder's Response Page" and accepted by the county.
6. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of (60) Sixty days after time has been called on the date of opening.
7. **SUBSTITUTIONS:** When references are made in these documents to trade names or to the brand names of manufacturers, such references are made solely to design and engineering and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive bidding. If comparable materials or equipment of trade names or of manufactures' names which are different from those mentioned in the bid specifications are offered, the burden of proving equality of a proposed substitution rest on the submitting party and must be provided with the bid.
8. **AWARD:** For all contracts established through a Bid/Proposal the award will be made to the lowest responsible bidder meeting all specifications and whose bid is responsive to the Bid/Proposal. This is the bidder who submits the lowest price, whose bid meets the specifications, who agrees to contract terms and conditions with Douglas County, and who is clearly capable of performing the resulting contract. Therefore, the lowest responsible bidder will not always be the bidder who has submitted the lowest monetary bid.
8.1 : The vendor in accepting this contract, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, which is incorporated herein by reference.
9. **EXCEPTIONS TO SPECIFICATIONS:** Any award resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on Bid Schedule. While the

county reserves the right to make an award to a nonconforming bidder when in the best interest of the county, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the county unless incorporated in an award resulting from this invitation and so stated.

10. **BID RESULTS:** No bid results will be issued by telephone. Interested parties may request in writing, bid tabulation by sending a self-addressed, stamped envelope with their request to: Douglas County Purchasing Department, 8700 Hospital Drive, Douglasville GA 30134.
11. **PAYMENT:** Upon inspection and acceptance of all items, amount due shall be paid within (30) Thirty days of receipt of correct invoice, unless a shorter time is stated in the bid and accepted by the county. (see #13 below) Submit invoice(s) with original signature of receiving county personnel to Douglas County Commissioners, Attn. Accounts Payable, 8700 Hospital Drive, Douglasville GA 30134.
 - 11.1 Itemize all invoices in full. Show payment terms. Be sure our Purchase Order number is on your invoice. Mail the original and one copy of your invoice to the address above.
 - 11.2 Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Douglas County employee's signature must appear on the delivery receipt or invoice.
 - 11.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. Douglas County is exempt from taxes but the successful bidder shall pay all taxes required of him by law and Douglas County cannot exempt others from tax.
 - 11.4 Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 et. Seq.)
12. **COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design and engineering, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Douglas County.
13. **INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to: Accounts Payable, 8700 Hospital Drive, Douglasville, Georgia 30134.
14. **DISCOUNTS:** Prompt payment discounts offered for period of less than (15) Fifteen days will not be considered in determining the low bidder. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payment, will be computed from the date of final acceptance of all goods for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.
15. **ANTI DISCRIMINATION CLAUSE:** "Douglas County does not discriminate against any person because of race, color, religion, national origin, or disabilities in employment or service provided."
16. **TERMINATION:** Pursuant to O.C.G.A. 36 13, if applicable, any contract resulting from this Invitation to Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Douglas County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the Official Minutes of the Douglas County Commission.
17. **APPROPRIATION OF FUNDS:** Initial contract and any continuation contract(s) will terminate

immediately and absolutely at any such time as there are no appropriated and otherwise un-obligated funds available to satisfy the County's obligations under said contract(s).

18. **REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or license required by any regulatory agency of the city, county, state or federal governments. Further, successful bidder will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).
19. **INDEPENDENT CONTRACTORS:** The bidder represents to Douglas County that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as the agent of Douglas County and nothing contained in this Invitation to Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants or agents or subcontractors as a partner, employee, servant or agent of the county nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
20. **ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that successful bidder will not assign, transfer, convey or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the county.
21. **QUESTIONS:** All questions concerning this invitation should be directed to the Purchasing agent whose name appears on the cover page unless otherwise directed.
22. **REJECTION OF BIDS/PROPOSALS:** The Douglas County Board of Commissioner's reserves the right to reject any and all bids/proposals submitted in response to any solicitation, to reject any portion thereof, or to waive any minor irregularity or administrative requirement.
23. **PAYMENT ON CONTRACTS:** Payment for work completed will be made on monthly invoices at the contract price for units in place and accepted by the County. Except that a 5% retainer will be withheld from each payment. Upon completion of all work accepted by the County, any retainer due the contract will be paid within thirty (30) days of final acceptance or receipt of correct invoice, whichever is later.
24. **SITE INSPECTION:** Bidders should inspect the site to ascertain the nature and location of the work and the general conditions, which could affect the work or the cost thereof. The county will assume no responsibility for representations or understandings concerning conditions made by any of its Officers or Employees unless included in the Invitation to Bid/Proposal.
25. **AFFIDAVIT:** The bidder will be required to execute an Affidavit of Non-Collusion and submit it with Bid Documents.
26. **EXECUTION OF CONTRACT:** Subsequent to the award the successful bidder will be presented with a contract and other applicable forms. The successful bidder shall execute and return the contract and forms within ten (10) days of presentation together with the Payment Bond, Performance Bond, and Certificate of Insurance. If said documents are mailed to the successful bidder, the date of presentation shall be deemed the postmark date. The bid of the successful bidder and the Invitation to Bid shall be incorporated into the contract, except to the extent that this Invitation to Bid conflicts with the contract, in case the provisions of the contract differ from the Invitation, the contract shall have precedence. Copy of the contract is attached to Bid Documents for review.
27. **COMPLETION TIME:** Project is to be completed within the time frame established in the

Invitation to Bid and accepted by the County. Work shall be completed as bid, in the manner with the specifications bid. In the event that the contract is not completed within the time provided, bidder shall pay to the County, not as a penalty, but as liquidated damages, a set sum per day as stated in the contract, for each and every day beyond said completion day.

28. **CERTIFICATATE OF INSURANCE:** Successful bidder will be required to furnish a certificate of liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the County. Certificate is to be submitted at the time the Contract is executed.
29. **BONDS:** Bonds are required for construction (public works) contracts. They are required only occasionally for non-construction contracts. The requirement will be stated clearly in the solicitation document in all cases, and the bid bond must accompany the bid/proposal. Any bid or proposal submitted without the required bid bond will not be considered for award.

BID BOND: The bid must be accompanied by a bid guarantee of not less than five (5) percent of the amount of the bid. The guarantee may be in the form of a Cashier's Check, Certified Check made payable to the Douglas County Board of Commissioners, or a Bid Bond issued by a surety company. The guarantee shall insure the execution of the contract document and the furnishing of a Payment and Performance Bond. Bid Bonds will be returned to all bidders upon award of the contract.

PERFORMANCE BOND: The successful bidder will be required to furnish a guarantee of the performance in the amount of the contract: if the contract is more than: \$5,000 for ROAD PROJECTS, and \$40,000 for all other projects except consulting projects, prior to commencing work. This guarantee of performance may be in the form of a Cashier's Check, Certified Check made payable to Douglas County Board of Commissioners, Performance Bond, or an irrevocable Letter of Credit issued by a Bank or Savings and Loan Association as defined in O.C.G.A., Section 7-1-4. Irrevocable letters of credit will not be accepted on contracts of more than \$300,000.00. Performance Bonds will be returned to the contractor within thirty (30) days after the work is completed and accepted by the County.

PAYMENT BOND: The success bidder will be required to furnish a guarantee of payment for the protection of all subcontractors, and all persons supplying labor, material, machinery and equipment provided for in the contract in the amount of the contract awarded prior to commencing work. This bond is required for ROAD PROJECTS only if the contract is more than \$20,000.00; all other projects, except consulting projects require a Payment Bond no matter the contract amount. This guarantee may be in the form of a Payment Bond, Cashier's Check, Certified Check made payable to the Douglas County Board of Commissioners, or by an irrevocable Letter of Credit issued by a Bank or a Savings and Loan Association as defined in O.C.G.A., Section 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than \$300,000.00.

30. **INSPECTION OF RECORDS:** The records of the Purchasing Office are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Purchasing Office.
31. Bidders/offerors are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or in any other manner will not protect this material from public inspection upon request.
32. There will be a charge assessed to any vendor requesting copies of records.

33. Douglas County does not discriminate against any person because of race, color, religion, national origin, sex, age, or handicapped individuals in employment, services provided, or contracts awarded.

Exhibit A
Douglas County, Georgia

WITNESSETH

THIS AGREEMENT, made and entered into as of the _____ day of _____, by and between **Douglas County, Georgia**, a political subdivision of the State of Georgia, with address at 8700 Hospital Drive, Douglasville, GA 30134 (hereinafter referred to as the "County"), and _____ (hereinafter referred to as the "Consultant").

WHEREAS, the County desires to engage a qualified and experienced Consultant *to provide professional services for the **Comprehensive Transportation Plan Update***,

WHEREAS, the Consultant represented to the County that it is experienced and qualified to perform such services, and the County has relied upon such representation,

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual promises and obligations contained herein and under the conditions set forth, do agree as follows:

SECTION 1 – Employment of Consultant

The County hereby engages the Consultant to perform, and the Consultant hereby agrees to perform the services set forth hereinafter.

SECTION 2 – Scope of Services as described more fully in the Scope of Work Section of the Proposal Packet.

2.1

SECTION 3 – Additional Services

- 3.1 If authorized in writing by the County, the Consultant shall furnish or obtain from other additional services covered by this Agreement. Any such additional services furnished or performed by the Consultant shall be agreed upon by the County and the Consultant prior to implementation.
- 3.2 Failure of the Consultant to secure written approval from the County prior to furnishing any additional services beyond those described in Section 2 shall relieve the County of any financial obligation to pay for such services.

SECTION 4 – Period of Services

- 4.1 The completion schedule for each phase or work task of the project shall be mutually agreed upon by the County and the Consultant prior to written authorization to proceed being issued by the County. Time is the essence of this Agreement.
- 4.2 The effective date of this Agreement shall be the date said Agreement is signed by the Commission Chairman by authorization from the Douglas County Board of Commissioners. This Agreement may terminate at the close of each calendar year without further obligation for payment by the County if it is determined that O.C.G.A. Section 36-60-13 and/or Section 7.2 applies to this Agreement.
- 4.3 Unless this Agreement is terminated as provided in Section 6, the Consultant will be obligated to render services hereunder for a period which may reasonably be required for the design and

engineering, award of contracts, and construction of any current task order, including extra work and any required extension thereto.

SECTION 5 – Compensation for Consultant Services

- 5.1 For each specific work task authorized under Section 2 above, the County shall pay the Consultant on the basis of actual time worked on the project, providing a percentage of completion by task. The Consultant shall not perform work on any phase or task of the project that will result in costs that exceed the estimated budget specified for such work task without the written consent of the County. NOTE: Contract has a Not to Exceed amount of \$_____.
- 5.2 All invoices submitted by the Consultant shall be detailed to reflect actual work completed by task.
- 5.3 There will be no approved payments for overtime billing. Overtime may be performed at the discretion of the Consultant but the premium time portion of the overtime will not be billed unless approved beforehand by the County.
- 5.4 The Consultant shall bill for its service on a monthly basis for work completed in accordance with Section 5.1 for each phase in each task order. Requests for payment shall be submitted in the form required by the County. It is agreed that monthly progress payments for fees earned under this Agreement are due and payable to the Consultant within thirty (30) days of submission by the Consultant of invoices approved by the County. If the County disputes all or any portion of an invoice, the County shall notify the Consultant within seven (7) calendar days after receipt of invoice, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. Payment will be made in the amount of sums earned less any previous partial payments.
- 5.5 **Final Payment**
Upon completion of the Project, including inspection and approval by an authorized representative of the County, and receipt of a detailed invoice, the County will pay the Consultant a sum equal to 100 percent (100%) of the compensation as set forth herein less the total of all previous partial payments paid or in the process of payment. The Consultant agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the County for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the County from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

Section 6 – Termination

- 6.1 The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days' written notice in the event of failure by the other party to perform in accordance with the terms hereof, and said other party does not cure such failure within the thirty (30) day period, in addition, at the convenience of the County.
- 6.2 The event of termination of the County upon the completion of any phase of the task order, progress payments due the Consultant for services rendered through such phase shall constitute a total payment of such services. In the event of such termination by the County during any phase of the work task order, the Consultant will be paid for services rendered during that phase to date of termination.
- 6.3 The County may terminate this Agreement for convenience at any time by notice in writing to the Consultant. If the Agreement is terminated by the County as provided in this Article 6.3, 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.

Section 7 – Successors and Assigns

- 7.1 Neither County nor Consultant shall assign, sublet or transfer any rights under or interest in the Agreement without the written consent of the other, and except to the extent that the effect of this limitation may be restricted by law.
- 7.2 Nothing here shall be construed to give any rights or benefits hereunder to anyone other than County and Consultant.

Section 8 – Indemnification/Limitation of Liability

- 8.1 Consultant shall carry Workers' Compensation and Comprehensive General Liability Insurance in such form as to protect Consultant and County, its directors and officers, and the agents and employees of the Consultant as additional insured from any claims or damages for bodily injury, including death and any damage to property which may arise from negligent acts or omissions of Consultant under this Agreement. Consultant shall provide County with a certificate of liability insurance in an amount of not less than \$1 million per occurrence/\$2 million annual aggregate to protect the County (for bodily injury, including death, and property damage). Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Consultant and shall not be canceled or materially reduced without thirty (30) days prior notice to Count (ten 10 days in event of cancellation due to non-payment of premium).
- 8.2 Consultant hereby indemnifies and holds County, its directors, officers, agents and employees, harmless against any and all claims, actions, or demands against County, its directors, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the acts or omissions of Consultant under this Agreement.
- 8.3 Consultant is to maintain Professional Errors & Omissions insurance for \$1,000,000.00 per claim.

Section 9 - Standards

- 9.1 All services hereunder shall be performed by employees or agents of the Consultant who are experienced and skilled in their profession and in accordance with the care and skill ordinarily used by members of the architectural and engineering professions.

Section 10 – Ownership of Documents

- 10.1 Ownership of Documents/Work Product. The County acknowledges the Design and engineering Professional's documents as instruments of professional service. Nevertheless, all documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Agreement are at all times the property of the County. The County will not make any modifications to the plans and specifications without the prior written authorization of the Consultant.

Section 11 - Records

- 11.1 County shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement.

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

DOUGLAS COUNTY, GEORGIA

Attest:

Dr. Romona Jones, Chairman
Douglas County Board of Commissioners

Clerk

Attest:

CONSULTANT:

BY:

Date

Attest:

PROPOSAL SCHEDULE

***Consulting Services For the
Comprehensive Transportation Plan
Update, Douglas County, Georgia***

Request for Proposal # 19 - 022

The Proposer has carefully examined and fully understands the Contract, Scope of Work, and other Documents hereto attached, and have satisfied itself as to the requirements of the Work, and hereby agrees that if its proposal is accepted, it shall contract with Douglas County according to proposal Documents and any Addenda issued.

The undersigned proposes to furnish all services required by them in accord with said documents, for the lump sum fee as follows: _____ Dollars

Identified below are proposed fees for each phase of work to be provided and equal the lump sum fee stated above.

Task 1: Project Management Plan	\$ _____
Task 2: Public Engagement Plan	\$ _____
Task 3: Inventory	\$ _____
Task 4A: System-wide Assessment	\$ _____
Task 4B: Special Corridor Studies	\$ _____
Task 4C: Transit Services Assessment	\$ _____
Task 5: Final Recommendations	\$ _____
 TOTAL	 \$ _____

The Undersigned agrees to commence work within 10 days of the date of Notice issued by Douglas County and to commit adequate staff to substantially complete all Work within the proposed or negotiated schedule.

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

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

Name of Firm: _____

Signed by Authorized Firm Representative: _____ Name of Signer: _____

Certification of Non-Collusion in Proposal Preparation

(Signature)

IN COMPLIANCE WITH THE ATTACHED SPECIFICATIONS, THE UNDERSIGNED OFFERS AND AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE COUNTY BOARD OF COMMISSIONERS WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE DATE OF PROPOSAL OPENING, TO FURNISH ANY OR ALL OF THE SERVICES UPON WHICH THE ABOVE FEES ARE STATED.

COMPANY _____

COMPLETE PHYSICAL ADDRESS _____

REPRESENTATIVE _____ DATE _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER _____ FAX NUMBER _____

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINT AUTHORIZED REPRESENTATIVE'S NAME

IF REMITTANCE ADDRESS IS DIFFERENT, INDICATE HERE

SCOPE OF WORK

Scope of Services

The work to be performed includes a detailed analysis of the existing condition of the county's transportation system, infrastructure, transportation facilities, and system operations in order to establish the current status of the system and identify existing deficiencies and needs. In addition, the existing transit services system and infrastructure must be analyzed to determine the current status and identify any operational and infrastructure deficiencies and needs. In order to deliver the services in an efficient and cost-effective manner. Consequently the firm must have substantial experience and expertise in multi-modal transportation system analysis and planning, as well as transit system analysis and planning. The work will require substantial public engagement to identify the service needs of the community to develop a comprehensive plan to address deficiencies and service gaps.

Firms responding to this Request for Proposals are encouraged to incorporate refinements to the work plan and schedule and propose innovative ideas to meet the project goals based on experience with similar Comprehensive Transportation Plan updates and transit system assessments. Work tasks outlined below may be modified or restructured as deemed appropriate by the responding firm to best accomplish the work described herein. The scope of work as described herein may be further refined and the fee negotiated after selection of the qualified firm.

Project Summary - Comprehensive Transportation Plan Update (CTP)

Douglas County is located 20 miles due west from Atlanta along Interstate 20. The county is 200 square miles in area and is bordered on the south by the Chattahoochee River, east by Douglas County, north by Paulding County, and west by Carroll County. The county has a current population of 145,331 (Source: U.S. Census, 2018 estimate). The County's roadway system includes more than 700 miles of roads that are maintained by the county in addition to private & state roads. The county's transit system consists of two park & ride lots which serve as connection points for the GRTA bus service to midtown and downtown Atlanta provide connections to the system over 50 van pools.

The current Douglas County Comprehensive Transportation Plan was adopted in 2009. The county is seeking to update the plan to reflect current conditions and establish current needs and to identify short-term and future needs based on projected traffic volumes and anticipated development and commute patterns. Since the last update there has been significant development in some areas of the county which needs to be studied and the current needs addressed as part of this CTP update. There have also been new services added to the Transit system, such as fixed-route bus service, which need to be analyzed so that we can develop a program to address the current and future needs of the nascent Transit system. The CTP update is to have a 2050 planning horizon and needs and recommendations will need to be based on those future projections.

The Comprehensive Transportation Plan update must address all modes of transportation, with special emphasis on transit services and be must be closely integrated with the Comprehensive Land Use Plan to ensure the CTP is responsive to the anticipated future land use density and development patterns. The linkage between land use and transportation must be clearly articulated in the CTP update. The plan must also be coordinated with the transportation needs of the City of Douglasville and portions of Villa Rica,

and to a lesser extent portions of the City of Austell. The CTP Update shall address all Federally-mandated planning factors as stated by the Fixing America's Surface Transportation Act.

The CTP update must include a substantial public outreach effort to inform the needs of all modes of transportation including transit. Inasmuch as vehicular traffic may originate inside or outside the county and their destination may not be within the county, the Consultant must review and the CTP update must take into account any major projects within 3 miles outside the county along major corridors to determine what impact they have on the corridor and recommend what action or adjustments may be need to be made by the County to address any potential issues discovered by the review.

Project Schedule

It is anticipated the CTP update will be completed within 15 months. The Contract Agreement is anticipated to cover a 15-18 month period from Notice to Proceed including the time required for consideration for adoption by the County and cities.

Specific Work Tasks

The scope of the Comprehensive Transportation Plan (CTP) update has several components, which are summarized below. Recommendations for each section are referenced within Task 5 of the scope.

PROJECT MANAGEMENT

Task 1: Project Management Plan

Upon issuance of a Notice to Proceed the consultant firm is to attend a kickoff meeting with the County Transportation staff to review various elements of transportation initiatives and the local regional and state level and their potential impact and relevance to the CTP update effort. At the kickoff meeting the Consultant is to also discuss the proposed schedule, logistics and procedures for administration of the plan. One of the first items following the kickoff meeting is to establish a Project Management Plan (PMP) prior to commencement of major project work activities. The consultant shall review the current Comprehensive Transportation Plan (CTP) serve as a basis for the proposed work and establish to what extent it can serve as the starting point for the update and which elements may require substantial effort or a new approach to maximize the plan's effectiveness. The PMP shall be used as a guide and at a minimum the plan is to:

- Identify the roles and responsibilities of the agencies and organizations that will play a role in the plan development.
- Identify major milestones and target deadlines for each prescribed task including deadlines for review and response periods.
- Develop a protocol for communicating, distributing data and documents, scheduling meetings/public engagement activities; and addressing citizen input.

- Develop a regular schedule with the Consultant Team and the County throughout the duration of the project.
- Develop a schedule for meetings with Stakeholders, Technical Committee, hosting public engagement activities, and any other meeting deemed necessary and agreed upon by the Consultant and County.
- Establish Quality Assurance/Quality Control (QA/QC) Plan that will provide for the control and on-going review of the Consultant's activities, independent reviews prior to major submittals, and the process for documenting adherence to the QA/QC Plan.
- Establish a Comprehensive Communications Strategy to ensure integration of a central message among the County, Stakeholder Committee and the General Public. At a minimum, this includes branding the CTP Update and documenting a communications strategy linking the CTP Update to ongoing and recently completed planning studies and initiatives, and capital improvement programs.

Deliverable(s):

- Kickoff Meeting Summary Notes
- Project Management Plan
- Organizational Chart and Contact Information Database
- Other, as proposed by the Consultant and agreed upon by the County and Consultant

ENGAGEMENT

Task 2: Public Engagement Plan

The consultant shall develop a robust Public Engagement Plan that defines the process for providing stakeholders, civic groups, and members of the general public with reasonable opportunities to participate throughout the development of the 2040 CTP update. The plan is to be inclusive to ensure that all citizens of Douglas County have the opportunity to engage in the planning process. The public participation component of the CTP is to be substantial and is to include outreach in multiple languages.

The Public Participation Plan shall include:

- A schedule for Stakeholder and Technical Committee
- A schedule for public engagement activities
- A schedule to identify dates for advertisements
- A matrix that documents each meeting/public outreach purpose and goals/objects to be covered, proposed activity, and include the expectations of the stakeholders and general public
- An outreach method for engaging and encouraging participation of residents whose lack of proficiency in the English language may be a barrier to participation.
- An alternative method(s) for participation for those unable to attend or desire additional feedback after the meeting.

Stakeholder Committee

The Stakeholder Committee will consist of representatives from Douglas County, County Development Authority, Atlanta Regional Commission, Atlanta Transit Link Authority as well as a member from the cities of Austell, Douglasville, Villa Rica as they may designate. Other jurisdictions within 3-5 miles of the County's boundaries are to be consulted during significant project milestones. Discussions and recommendations created during the meetings shall be documented and shared with the Stakeholders.

Meetings and Outreach Efforts

The consultant is to organize and staff meetings with the County, Stakeholder Committee members, stakeholder interviews, and public meetings. Outreach efforts shall include traditional and innovative methods. Each meeting should be documented with proof of advertisement, attendance, content, and pictures. The Consultant shall document each scheduled meeting and public outreach effort based on project engagement goals. The evaluation should be used to determine if future activities should be adjusted or alternative approaches need to be implemented.

Meetings shall be held at convenient and accessible locations and at various times of the day to maximize input opportunities. Public meetings should be advertised in advance of the scheduled event via newspaper; social media, project website, and County's television channel and website. Social Media outreach should also be employed and may include advertisements, pictures, maps, details of the meeting and public comment options availability.

The consultant shall employ innovative outreach strategies and creative techniques to reach communities which are traditionally not well represented in the planning process, including minorities, low income individuals, people with limited English proficiency, and students, will be essential to the overall success of this effort

The attendees shall be engaged using visuals and innovative activities. After significant-milestone public meetings, there should be a follow-up period that allows participants for those unable to attend to provide additional comments. All received feedback and recommendations from the public shall be documented and shared with the Technical and Stakeholder Committees.

Deliverable(s):

- Public Participation Plan
- Evaluation and Outcome of all meetings and outreach events
- Meeting and Outreach schedules
- Project Web Page including online public survey and citizen input capability
- Electronic and Media Posting Schedule including Social Media advertising (e.g. Facebook Twitter, etc.)
- Participation in a variety of festivals and other public events (minimum 12) including scheduled Commission District meetings. The plan shall include the cost of purchasing a display table and necessary materials for purposes of eliciting and facilitating public input.
- A county-wide survey or phone poll with sufficient sample size for each sub-tabulation for incorporated and unincorporated areas

Vision, Goals, Objectives, and Performance Measures

This task will establish the overall tone of the Comprehensive Transportation Plan update. The Consultant shall engage and collaborate with the Stakeholders, Technical Committee, and the General Public to establish the plan's vision, goals, objectives, and performance measures. The vision shall be a statement that is broad and comprehensive. Goals and objectives should be crafted using the completed analyses and outreach efforts with Stakeholders and the General Public such that the vision is obtainable. The established performance measures shall reflect the objectives to ensure each goal is effectively supported and attainable.

During the process, the Consultant must consider changes at the Federal, State, and Regional level that will play a role in how transportation projects are assessed and implemented including the FAST Act, the Georgia Transportation Funding Act of 2015 and SB 369, HB 930 of 2018, SB 170 and ARC's the Atlanta Regional's Plan. These policies and planning documents will provide Federal, State, and Regional comparisons for the CTP update.

The Consultant shall develop a Transportation vision statements which will incorporate the appropriate goals and objectives. The vision shall consider and reflect the current Comprehensive Plan which drives the future growth and development, including the emerging Transit services component.

The Consultant shall review the regional and State's vision and goals to ensure the county's plan will be integrated with the overall regional plan. The Consultant is to engage the public by way of a workshop to obtain their vision and goals for Transportation. The Consultant is to present both their analysis of the State and Regional vision and goals and the public's vision and goals to the Stakeholders to finalize the plan's vision, goals and policies.

Following the visioning process, the Consultant will discuss the formulation of a preliminary project Evaluation Framework. These evaluation criteria will consider previously developed criteria, data availability, MAP-21 and FAST Act performance measures, and the priorities communicated by the Technical Committee and the general public. The Transit services component goals, performance measures and targets are also to be incorporated into this task.

Deliverable(s):

- Countywide Vision, Goals, and Policies
- Evaluation Framework Document

INVENTORY

Task 3 - Inventory

This CTP update is to utilize the previous plan which was adopted by the county in 2009 as a base and update it to reflect current conditions. The Plan is also to utilize the 2015-16 Transportation Services Study for the Transit component elements. Additionally, this plan update is to augment the previous plan by incorporating the most current assessment of existing infrastructure and system conditions, and current needs and identify deficiencies. All inventoried qualitative and quantitative data should be converted into a GIS shapefile and include all descriptive documents, geospatial data, associated data table(s) or relational Microsoft Access database, associated metadata, and any linked documents, graphics, or digital data. The collection of data will be used to develop analytical illustrations.

At a minimum, the following data shall be collected, analyzed and summarized:

Interstates, Major & Minor Arterials, and Major Collectors

The road data collected should include an inventory of facility types, existing traffic counts including turning movements, congestion indices, crash data including the crash type, origin-destination data, road conditions, and projects previously recommended, programmed, or implemented since the last CTP. Additional data deemed appropriate to develop models shall be collected as well.

Adequate data is to be collected to allow a thorough assessment that identifies and addresses potential issues and solutions. Data collected may include (and is not limited to) location, facility type (functional classification), conditions, crash data, average daily travel volumes, and TIP/RTP programs and projects.

Bridges

The bridge data collected should include the location, load restrictions, sufficiency ratings, and ownership.

Bicycle and Pedestrian Facilities

The 2009 CTP contained a listing of then existing bike paths, bike lanes and multi-use trails. This CTP inventory is to update pedestrian and bicycle facility information as needed to reflect current extent and conditions.

Public Transportation

Douglas County implemented a fixed-route bus service in June 2019. The CTP is to inventory all transit-related infrastructure information for analysis and future planning.

Airports

There are some existing airfields in the county, some of which have expansion plans which may affect the surrounding road infrastructure. These facilities shall be inventoried and mapped digitally to establish their location and current service capabilities as well as document current or future plans for expansion.

Intelligent Transportation Systems (ITS) and Signalization Inventory

The county has a substantial investment in ITS technology, including a Traffic Control Center from which the operation of traffic signals is monitored and traffic signals adjusted remotely. Some additional ITS construction projects have recently been completed. The current ITS fiber optic infrastructure and signal improvements shall be inventoried and a map of the overall system, including fiber optic infrastructure developed as part of this CTP update.

Transportation Demand Management

Any current TDM programs in the County shall be inventoried. Opportunities for development and enhancement of TDM programs shall be analyzed and documented as part of this CTP update.

Freight Centers and Corridors

The impact of heavy truck traffic in the county along primary and secondary roads is substantial, particularly along the SR 6 corridor and surrounding neighborhoods, but also along other county corridors as well. The inventory shall identify freight activity generators and truck traffic going to and

from the facilities. There are on-going project design activities by GDOT to address truck traffic along SR 6 which needs to be incorporated into the CTP and analyzed for secondary impacts to the neighboring land uses so that a comprehensive approach can be developed to mitigate their impact. Some of most pronounced impacts may be due to pass-thru traffic. The review of existing plans shall be reviewed to collect previously recommended, programmed, or implemented projects.

Deliverable(s):

- Inventory of Existing Conditions Report
- Electronic database and GIS Shapefile
- Project website materials (prepared throughout update)
- Stakeholders Committee meeting materials and summary documentation (conducted throughout update)
- PMT meetings summary notes (conducted throughout update)

ASSESSMENT

Task 4A - System-wide Assessment

In order to gain a fundamental understanding of the County's character and future needs, the socio-economic trends in the County shall be compiled and analyzed using the current Comprehensive Plans for the county and its municipalities in order to identify the population, housing, and economic trends; and land use patterns.

The compilation of the various characteristic is to be used to further describe the character of the thoroughfares within the county and highlight the relations to major origin-destinations locations; and the conditions and state of repair of the roads within the county. The assessment of needs relative to the existing infrastructure and the existing Comprehensive Land Use Plan as well as the future land use patterns identified will inform the needed strategies and universe of projects to address the existing needs and the anticipated future needs of the Transportation system.

The road conditions assessment will be informed by the County's recently completed Pavement Condition Assessment which includes the county-maintained roads. (The city and state roads were not part of the previous pavement condition assessment and a detailed pavement condition assessment of city and state roads is not part of this CTP update). However, operational needs along major city and state routes corridors are to be identified as well. The assessment shall highlight opportunities to implement Pavement Management Strategies as well as Transportation Demand Management (TDM) strategies to improve reliability in major corridors and roads serving employment centers. The analysis shall also address the current bridge conditions and document the sufficiency ratings of each identified bridge.

The Consultant is to develop a detailed needs assessment of the County's transportation system. This assessment is to highlight the current and anticipated future conditions and operations of the roads, alternative transportation modes, safety, and technology, and system resiliency and vulnerability to extreme weather events. Transportation facilities assessment must include the short-term priority needs (1-5 years), mid-term (6 to 10 years) and is also to be assessed at approximately 10-year intervals thereafter

over a 30-year planning horizon. The needs of the future transportation system projections is to be based on forecasted socio-economic trends and expected progression of implementation of current regional projects and new technologies including connected and autonomous vehicles.

A thorough investigation is to be conducted on specific corridors and intersections that are identified as having significant congestion and delays. The analysis conducted is to use micro or macro level models to evaluate the existing and future conditions at key locations based on how representative the ABM model is of existing conditions. If the existing ABM model runs are not representative of conditions found at key locations, then the existing model runs may be augmented with real time data or micro level models at key locations. The preferred models are to be detailed based on the needs of the assessment. A cost benefit analysis is to be completed for each proposed alternative and the decision as to which model to use will be subject to future discussion.

The Consultant shall obtain traffic crash data from GEARS or other available sources and perform a safety analysis of vehicle crashes. A safety analysis of vehicle crashes requires the Consultant to conduct analysis that considers traffic volumes, speed, facility type, etc. The analysis performed for this task is to go beyond simplistic measures such as crashes per total traffic volume.

A safety action plan is to be developed that identifies the corridors and intersections with high crash frequencies and the predominant crash types. The crash records over the last five years shall be analyzed and trends identified. An extensive evaluation shall be conducted for corridors and intersections identified as having significant crash rates based on functional classification.

The Consultant shall develop recommendations for on-street bicycle lanes and paved shoulders and multi-use trails at locations that intersect existing and programmed trails. This evaluation is to include not only proposed routes, but existing routes which may need enhancement to improve safety. The goal of this task is to evaluate safe and cost-effective investments to provide connectivity between existing facilities and extend the reach of Douglas County's bike lanes and multi-use trail system.

A plan to monitor and evaluate the transportation system shall be created using the performance measures and targets set by the USDOT, ARC and others set by Douglas County. These performance measures will be used to monitor the transportation system to ensure the needs are met at a local and regional level. The report is to describe the current performance of the transportation system and describe the methodological approach to evaluate the system. The plan is to also identify the frequency in which the transportation system is recommended to be evaluated in the future based on the current conditions and anticipated growth.

An assessment of revenue to fund programs, projects, and services shall also be developed. This assessment is to document the current funding options used by the County and its municipalities and identify additional funding sources. Each funding source shall be detailed sufficiently to describe the eligibility and funding potential and matching requirements.

The Consultant shall develop a set of performance measures for evaluation and ranking projects. Because of the difference in the order of magnitude of potential measures, a scoring system must be developed that converts the measures to a common scale so that projects can be equally evaluated against each other. The scoring system allows for a more accurate evaluation and ranking on a common level and provides the level of transparency and depth of information required to achieve the strategic goals and objectives. The project scoring system must incorporate evaluation of the projects in terms of the appropriate

performance targets as adopted by the Atlanta Regional Commission and show how the project will contribute toward achieving the appropriate targets.

Deliverable(s):

- Detailed Needs Assessment of the Transportation System
- General Needs Assessment of the Transit System
- Corridor and Intersection Evaluations
- Evaluation framework documentation
- Short-Range, Mid-Range and Long-Range Needs Assessment Report (including maps, text and tables)
- Project website materials (prepared throughout update)
- Public Outreach and Stakeholders Committee meeting materials and summary documentation (conducted throughout update)
- Monitoring and Evaluation Plan
- Funding Opportunity Program
- Safety Action Plan with specific countermeasures, including planning level cost estimates, for priority locations based on robust technical analysis

Task 4B: Special Corridor Studies

The Consultant shall conduct three detailed corridor studies as follows:

- 1) SR 5 from US 78 to Central Church Road;
- 2) Lee Road Extension (from SR 92)/Bomar Rd/Central Church Rd/Bright Star Road (including a proposed full interchange at I-20 & Bright Star Road) to US 78
- 3) Chapel Hill Road (from Hospital Drive to SR 166)

The Consultant will be responsible for conducting environmental screenings, assessment of land use and development, traffic analysis, safety assessment, and developing alternatives. The Consultant shall develop a benefit cost ratio for each proposed alternative. The studies shall be developed such that the current system deficiencies are defined and the current and proposed future need is justified. The consultant shall also provide meaningful mappings of all findings; as appropriate. The analyses shall include running the projects through the Atlanta Regional Commission's Project Screening process to determine how the project scores relative to that process' criteria.

Environmental Screening: The screening shall include water resources, federally-listed protected species, and historical land marks. At least one windshield survey of the proposed project areas and a desktop data review of readily available online mapping. If there is an existing detailed environmental document for some areas of the corridors, the consultant shall utilize it in lieu of producing the requested environmental screening.

Land Use and Development Patterns: The Consultant will be responsible for describing the existing and future land use and current development; and identifying any Development of Regional Impact (DRI) within a 3-mile radius of the selected corridor. If the corridor is classified as a major or minor arterial which provides access to any proposed DRI and interstate, then the proposed development shall be documented. The use of qualitative data from the current comprehensive plan, permits, and DRIs proposals should be used for data collection.

Traffic Analysis: The Consultant shall collect quantitative data for each designated corridor to define the existing and future conditions. The data collected shall be sufficient detail to satisfy the variables needed to model proposed alternatives at a micro or macro level, derive vehicle hours of delay (VHD), travel time, speed, and level of service (LOS) for AM and PM peak periods. The Consultant is to also use the Activity Base Model (ABM) and INRIX data to assess the traffic.

Safety: The Consultant shall use the most current (three to five years) crash data to assess the collision hot spots of each proposed corridor. The assessment should describe the manner in which the collision occurred, crash frequency, and the crash rate compared by facility type.

Alternatives: The Consultant shall develop concept level alternatives including cost estimates and benefit-cost ratios. Each proposal and no-build scenarios should include concept layouts. The Consultant shall also perform a micro- or macro level model analysis for each alternative and no-build scenario.

Deliverable(s):

- A descriptive analysis which defines the problem, conditions, and justifies the need(s)
- An alternative analysis that proposes potential solutions to mitigate congestion and address safety concerns for each corridor
- Maps depicting the locations and alternative solutions
- Electronic data files and GIS files

Task 4C: Transit Services Assessment

The transit assessment is to analyze the strengths and weaknesses of the transit services offered by the County including barriers and opportunities that impact the transit services. The consultant shall assess and document the effects of land use, state and local transportation plans, other governmental actions and policies, socioeconomic trends, and technology on the transit system. Existing systems as well as potential ridership in adjacent County areas and other jurisdictions within a 3-5-mile radius of the County's boundaries shall be considered.

The demand for transit service shall be assessed using a model(s) deemed appropriate for this assessment. The model inputs used to assess the demand of transit service should at a minimal include demographical, land use, transportation (roads, sidewalks, bicycle facilities, and trails), and transit data. Land use and urban pattern designs should be evaluated to determine if services are supported or hindered.

The assessments shall comprise the necessary system, route and market analysis for short-range planning. Reports from Connect Douglas transit systems may be used to validate the findings. The Consultant is to use the qualitative and quantitative data documented to determine how existing and planned transit

service fit in the context of the current and future land use patterns that are reflected in the completed assessments.

The Transit Services Assessment is to be developed in coordination with Connect Douglas, the Atlanta-region Transit Link Authority (ATL), the State Road and Tolls Authority (SRTA), the Georgia Department of Transportation (GDOT), affected local governments and other transit providers that currently operate in the County or adjacent jurisdictions. Once complete, the Transit Services Assessment will be considered as the transit element of the CTP.

The Consultant is to use the transit needs and market analyses to project demand and identify what service improvement strategies will support projected demand and address identified needs of riders, including those with physical or mental disabilities, in terms of their ability to access and use the existing system. The Consultant is to also address what service strategies should be employed and what other mobility options may be available to meet their needs. The findings of the county's 2016 Transportation Services Study will be the starting point for this task's short-term improvement strategies.

The Consultant is to assess which improvement strategies should be realistically considered for implementation in the future and would need to be further developed to determine feasibility and viability in terms of ridership, productivity, cost-effectiveness and stakeholder support.

The Consultant is to identify other supporting initiatives and facilities including:

- Integration and coordination with regional initiatives currently underway, i.e. regional fare integration, provision of real-time transit information via ITS applications, mobile ticket applications, regional transit signage upgrades and other initiatives.
- Improvements to existing services, such as frequency and span of service improvements on bus fixed routes.
- New transit centers and hubs between, to, and from outlying areas.
- Use of transit priority queue jumpers and other measures that would support rapid and express bus services.
- Consider how existing and possible future traditional transit services (e.g., buses, rail lines, etc.) might interface with shared use mobility options such as Uber/Lyft and non-traditional services such as Flex Route and microtransit services which can be utilized to supplement existing services, or can be operated in lieu of traditional services in some cases.
- Connections and interfaces between the region's different transit providers, including minimizing "cross-border" transfers.

The Consultant is to examine transit service maintenance and improvement strategies within the context of the community vision, including potential land use changes and policies consistent with transit-oriented development.

For the long term (2050) service scenarios the Consultant is to develop recommendations for further analysis on strategies to address potential technological advances, as well as regional initiatives and connectivity possibilities that can enhance services in the County.

Deliverable(s):

- Regulatory Impact and Existing Service Conditions Assessment

- Service Recommendations
- State of Transit Memorandum

RECOMMENDATIONS

Task 5 - Final Recommendations

Existing Conditions

Based on the assessments performed, the derived recommendations are to be placed in categories (i.e. capacity improvements, operational improvements, state of good repair, alternative mode, and policy); and prioritized based on a selection process methodology for each category. The methodology used is to be based on an objective and subjective (using stakeholder/public input) selection process. A benefit-cost analysis is to be conducted and used in the prioritization of high-cost, proposed projects. The recommendations are to support the established vision, goals, growth, and potential for integration with regional needs.

A financial plan is to be created to reference a financially constrained and unconstrained project list based on project prioritizations. Each recommended project is to include details, such as a description, terminus, and cost per phase. Policy type recommendations should result in a descriptive summary describing the problem and the type of policy that can be used to improve the situation. A 5-year fiscally constrained and 5-year policy implementation strategy is to be created.

Deliverable(s):

- Constrained and Unconstrained Project List
- Policy Implementation List
- Financial and Implementation Strategy Plan

Technology Recommendations

Based on the concluded data audit and evaluation of data quality, an assessment of outcomes is to be synthesized to develop a plan that serves as a framework for maintaining, analyzing and updating data resources. The plan will further streamline how to improve the transportation system's performance using data analytics. The framework is to establish guidance for Douglas County DOT to understand how to integrate the multiple data collection resources into the County's GIS database such that the data can evaluate the performance of the transportation system in real-time.

The needs of the transportation system can change significantly with advancing vehicle technologies. The Consultant is to develop a roadmap for policy and investment priorities to address the evolution of vehicles, such as connected and autonomous vehicles. The roadmap will provide direction on how to address the changing needs and opportunities to strengthen the efficiency of the transportation system. Additionally, the Consultant will be able to advise how the County and its municipalities transportation vision is impacted; and how to keep policies and investment priorities parallel such that the County can be on the forefront of vehicle technology.

Documentation

Final Documentation

The deliverables noted in the previous sections are to be combined to form the draft and final CTP. The stakeholders, committee members, and the ARC is to be provided an opportunity to review the draft and provide commentary. The received commentary and responses shall be documented in the Stakeholder and Public Engagement Plan. The final product with the official resolution is to be submitted via hard copies and electronic format.

The Consultant is to prepare final study documentation and work with the PMT and Douglas County Board of Commissioners and the municipalities as adoption of the resulting Plan is sought. The Consultant is to organize prior Technical Memorandums and develop the final CTP Update Report and summary documents. These documents include:

- Technical Memorandums (including those completed during preceding work tasks)
 - Project Management Strategy
 - Stakeholder Engagement and Outreach Strategy
 - Existing Conditions Analysis
 - Vision, Goals and Evaluation Framework
 - Douglas County Comprehensive Transportation Plan Update, including:
 - Sections for each major travel mode by corridor and/or area
 - Prioritization process and results
 - Funding Plan and Implementation Plan
 - Linkages to land use and Comprehensive Plans – identifying land use issues areas for further study in future land use and comprehensive planning
 - Electronic documents suitable for posting to the county’s and municipalities web sites
- Near Term Action Projects, at a minimum, project categories shall include:
 - Bridge and Culverts
 - Transit Improvements
 - Roadway Preservation
 - Roadway Operational Improvements
 - Intersections on Major Roads
 - Road Safety and Alignment
 - Active Transportation Projects
- Summary Documents
 - Douglas County CTP Executive Summary Report brochure, both in electronic format and hard copies appropriate for policy makers and the general public

Online CTP – all study products formatted especially to be located in a more user-friendly fashion on the county, cities and ARC websites.

END OF SECTION