

## REQUEST FOR PROPOSALS

### SOUTH FULTON COUNTY COMPREHENSIVE TRANSPORTATION PLAN

The Atlanta Regional Commission (ARC) is seeking proposals from firms or teams of firms experienced urban area and regional transportation planning, transit planning, alternative systems planning, transportation safety planning, public involvement, traffic analysis, financial analysis, project identification and prioritization, and non-motorized transportation planning, necessary to support ARC in the development of a Comprehensive Transportation Plan for the cities of south Fulton County. The Scope of Service for the work is attached as Exhibit A and provides information regarding the level of effort required as well as specific tasks to be accomplished. The deadline for applications is **May 15, 2026**, at 11:59 PM EST.

#### Overview

ARC anticipates that a contract will be awarded in Q3 of 2026. All work activities must be completed by May 31, 2028, with an adoption target date in Q2 of 2028. It is anticipated that available funds for the project will be approximately \$1,237,500. Any award for this project is contingent upon ARC receiving adequate funding for this purpose from the Georgia Department of Transportation. ARC reserves the right to award all or part of the available funds for this project. Interested firms should submit a proposal that addresses the factors listed below and the scope of services in Exhibit A. The Consultant must provide a detailed breakdown of the proposed budget in the format of Exhibit B-1. Additionally, a breakdown of proposed labor hours in the format at Exhibit C should be provided.

#### Content and Organization of Proposal

Firms or teams of firms must respond to this RFP with electronic versions of their proposals a PDF file format. ARC reserves the right to award this contract or contracts based on initial proposals received without formal interviews. Proposals shall not exceed a total of 20 pages (8.5 x 11), single-sided, inclusive of resumes and firm experience. Proposals may be double-sided but still must not exceed the 20-page single sided maximum length of content. Covers, end sheets, budget exhibits, DBE documentation, and an introductory letter shall not count against this maximum. Font size shall be a minimum of 10 point in all cases.

Proposals must include the following information:

1. Name and company background of lead firm and any sub-consultants.
2. Point of contact (name, title, phone number, mailing address, and email address) at lead firm.
3. Description of relevant experience of lead firm and subs on projects of this type. Include up to five (5) projects from lead firm, and up to four (4) projects from subs. At a minimum, each description of experience should include the following information:

name of project, description of project, name of organization/client work was performed for, location of work performed, period of performance, total dollar value of project, role of firm in the project, and relevance to this RFP.

4. Any unique or special knowledge, qualifications, or technical competences of consultant and sub-consultants that will help provide a better planning process.
5. List of 3 references for work performed within the past 5 years, with current contact information. At least two (2) references must be for lead firm. At least one (1) reference must be for work performed by the Project Manager.
6. Identification of key project personnel and descriptions of their relevant experience/qualifications for projects of this type. Descriptions of key personnel must include the Project Manager and up to five (5) additional Task Leads and/or Specialists who will work on this project. Include why this experience is relevant to the RFP and how it will help provide a better delivered outcome.
7. An Organizational Chart. Org Chart must show PM, key staff, task leads, other staff, and company affiliation. Chart should be organized by task.
8. Geographic location of the consultant's office performing the work.
9. A detailed description of the technical approach proposed for accomplishment of the work.
10. A proposed schedule and work plan for the accomplishment of the work described in Exhibit A. The work plan should include estimated hours by category for each task identified in Exhibit A. Please use the format at Exhibit B-1 for the estimated hours per task.
11. A proposed project budget in the formats at Exhibit B, Exhibit B-1, and Exhibit C to this RFP.
12. Any other pertinent information.

## **Evaluation Criteria**

The review of written proposals will be based on the following evaluation criteria, with the relative weights in parentheses:

- Experience and qualification of lead firm and subs (20%)
- Experience and qualifications of key personnel (20%)
- Technical approach (25%)
- Demonstrated familiarity with the long-range multimodal planning process, Atlanta metropolitan region, and the transportation needs of the South Fulton region (15%)
- Work plan, schedule, including estimated hours per task (10%)
- *Note: This includes the consultants' ability to demonstrate a balanced workload for its staff to carry out its responsibilities to ARC in balance with any other contracts the consultant may have.*
- Proposed project budget (10%)

## **Timeline for Evaluation and Selection Process**

Following evaluation of the proposals, ARC will determine if interviews are necessary to make a final selection. If so, short-listed firms will be notified by **May 29, 2026**, and invited to participate in an interview process with an evaluation committee, to be scheduled the week of **June 1, 2026** (tentative; specific dates and times will be confirmed individually with each firm). It is expected that a preferred firm will be determined and notified no later than **June 5, 2026**.

Information on the format of the interviews will be provided at that time and may be either in person or virtual, based on the convenience of staff from the review team and applicants. ARC reserves the right to award this contract based on initial proposals received without formal interviews and to award all or part of this project to one or more firms.

Final execution of a contract between ARC and the Consultant will constitute the Notice to Proceed (NTP). Note that the project schedule defined in Section IV identifies work initiating on or around **August 1, 2026**. All parties are expected to collaborate on establishing an aggressive schedule for contract execution so that work may begin as soon as possible

## **PROPOSAL SUBMISSION THROUGH WEBSITE**

### **Electronic Submission Requirements**

All proposals must be submitted electronically through the Atlanta Regional Commission (ARC) procurement website. Proposal submitted by any other method (including email, mail, fax, or hand delivery) may not be accepted unless specified in the solicitation document.

Respondents must register on the ARC procurement website to access the solicitation and submit a proposal. It is the responsibility of the respondent to ensure successful registration and timely submission.

Proposals must be received no later than **May 15, 2026 at 11:59 PM EST**. The procurement system will automatically record the date and submission. Late proposals will not be accepted under any circumstances.

The Respondent(s) is solely responsible for:

- Uploading all required documents;
- Verifying that files are complete, readable, and properly labeled; and
- Ensuring submission is finalized prior to the deadline.
- Only one proposal containing all required information may be uploaded per responder.

ARC is not responsible for technical difficulties, internet outages, user errors, or system delays experienced by the respondent. Respondents are strongly encouraged to submit proposals well in advance of the deadline.

Upon successful submission, the system will provide an email confirmation. This confirmation serves as proof of receipt.

## **QUESTION AND ANSWERS (Q&A)**

### **Question Regarding the Solicitation**

All questions concerning this RFP must be submitted electronically through the procurement website by **April 30, 2026 at 11:59 PM EST**. Question submitted after this deadline or through any other means will not be considered.

To ensure fairness and transparency, respondents are prohibited from contacting any ARC staff, board members, or consultants regarding this solicitation outside of the formal Q & A process.

### **RESPONSE TO QUESTIONS**

Official responses to all timely submitted questions will be posted on the procurement website as a written addendum by **May 7, 2026**. Only written responses issued through the website shall be considered official and binding.

It is the responsibility of each respondent to regularly check the procurement website for addenda, clarifications, and updates. Failure to review posted addenda shall not relieve a respondent from compliance with any requirements of the RFP.

### **RESTRICTION OF COMMUNICATION**

From the date of the advertisement of the solicitation through contract award and selection is announced, respondents are not allowed to communicate about this solicitation or scope with any staff of ARC, except for submission of questions as instructed in the RFP or as provided by any existing work agreement(s). In the case of violation of this provision, ARC reserves the right to reject the submittal of the offending respondent.

### **CONFIDENTIALITY AND CONFLICT OF INTEREST**

ARC is subject to the Georgia Open Records law. All proposals submitted will become public records to be provided upon request. Any information containing trade secrets or proprietary information, as defined by state law, must be marked as confidential to prevent disclosure. Confidential markings must be limited to the protected information. Entire proposals marked confidential will not be honored. Additionally, conflicts of interest are governed by the ARC Standards of Ethical Conduct available here: [Standards of Ethical Conduct](#). Respondents must disclose any potential conflicts of interest that may arise from the provision of services described herein. Such disclosure should include the name of individual(s) with whom there is a conflict, any relevant facts to the potential conflict, and a description of the internal controls proposed to mitigate any such conflict.

ARC's Staff Legal Counsel will determine whether such disclosure presents a potential organizational conflict of interest that should preclude award to the respondent.

## **ATTACHMENT A**

### **SOUTH FULTON COUNTY COMPREHENSIVE TRANSPORTATION PLAN SCOPE OF WORK**

#### **I. General**

The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) Cost Center:

Cost Center 506ECP: County Transportation Planning

#### **II. Area Covered**

The area of study (Study Area) for the plan development is defined, but not limited to, the South Fulton County jurisdictional boundary, including all County municipalities (including Cities, local governments, and communities). Coordination with adjacent jurisdictions within an area three to five miles outside South Fulton County is also required to promote coordinated long-range transportation planning efforts across jurisdictional boundaries.

#### **III. Goal**

The Comprehensive Transportation Plan (CTP) Program was established to ensure the transportation infrastructure has a positive impact on strengthening the Atlanta Region's economy and communities at both the local and regional levels. It accomplishes this by providing financial assistance for counties and their constituent municipalities to develop joint long-range transportation plans. These plans, while focused on local issues and needs, also serve as the foundation for regional planning efforts led by the Atlanta Regional Commission.

Coordination with the regional transportation planning process and regional development plan policies, and consideration of the Department of Community Affairs' (DCA) minimum standards will help ensure jurisdictions develop plans that meet regional goals and are based on sound technical analysis.

This plan will serve as a strategic framework for addressing the City's short- and long-term transportation needs across all modes—automobile, transit, bicycle, pedestrian, and freight—while supporting economic development, equity, safety, and sustainability.

## **IV . Background**

The CTP Program will assist local governments by clearly defining county-wide goals, needs, and priorities. While ARC typically completes needs assessments and transportation plans focusing on regional needs and solutions, a successful local transportation plan and program is also critical. Local transportation plans are a key mechanism in which governments define programs and projects they are prepared to support and assist in funding. It is a critical program objective that these identified priorities will form the basis for future funding requests during Transportation Improvement Program (TIP) and Metropolitan Transportation Plan (MTP) update cycles. No MTP can be successfully implemented without local support for plan goals, programs, and projects.

Transportation plans resulting from the CTP Program shall be informed by existing county and local government comprehensive plans. Elements of existing comprehensive plans may include, but are not limited to, community goals, needs and opportunities, land use, housing and economic development where required by the [Georgia Planning Act](#), thereby strengthening the connection between required and optional plan elements addressing the county and local governments' immediate needs, and transportation planning. CTP plan recommendations will clearly reference alignment with these efforts. Additionally, CTP plans must address all Federally mandated Planning Factors as outlined by [IIJA](#).

All work tasks herein refer to the development of the CTP. If the CTP is developed as part of a broader local comprehensive plan, program funding shall only be spent on the transportation planning component.

## **V . Work Tasks**

This scope of work outlines the minimum requirements which South Fulton County (Subgrantee) must fulfill to receive funding from ARC. The Subgrantee may include additional or more detailed tasks in their contract with their consultants based on individual needs (Trails, Transit, Freight, Stormwater, Safety, Sidewalks, etc.)

Comprehensive monthly progress reports detailing progress on each task will be submitted to ARC with each invoice. The Subgrantee will present draft deliverables to ARC for comment, involve ARC in relevant stakeholder and technical committee meetings and notify ARC of key public outreach activities, beginning with the issuance of the Notice to Proceed.

## **TASK 1 – PROJECT MANAGEMENT**

The purpose of **Task 1** is to ensure that the CTP begins with a clear understanding of the project's processes, schedule, and desired outcomes. **Task 1** establishes an effective working relationship among County/City staff, the Project Management Team, the Community Council, and the Technical Advisory Committee.

The Subgrantee will host a project kickoff meeting with the Project Management Team (PMT) to review major transportation issues facing South Fulton County, clarify agency roles, define priorities, and identify relationships to other local and regional planning efforts. The PMT meetings should take place regularly (monthly at a minimum) throughout the length of the project and should include an ARC representative in addition to the appropriate County/City staff and Consultant team.

The subgrantee and consultant teams will work with artists or creative designers with relevant skill, experience, and familiarity with the study area in the development of (the CTP). A preliminary outline of the Project Management Plan (PMP) will be presented for discussion and feedback. The kickoff meeting will also include a review of the prior CTP's vision, goals, and objectives.

Following the kickoff meeting, the Subgrantee will finalize the Project Management Plan (PMP). The PMP will refine the contract scope of work and drive the work schedule for the duration of the project. The PMP will be submitted to the PMT no later than two weeks following the project kick-off meeting for review and comment.

At a minimum, the PMP will:

- Identify an organizational chart and provide key staff contact information.
- Define protocols and procedures for the Project Team to adhere to, including:
  - Communications protocols
  - Quality Assurance and Quality Control protocols which will ensure a high standard of professionalism with respect to all deliverables to be made available to the public, stakeholders, and elected officials.
  - Administrative and Invoicing procedures, which will follow ARC's provided templates and procedures for collecting invoices monthly
- Refine work tasks, subtasks, review/comment points, and the timing and content of deliverables.
- Describe how the PMT will interface with entities working on any other concurrent land use/ transportation planning efforts in the Study Area.
- Outline a comprehensive communications strategy / public participation plan to ensure integration of a central message among the PMT, stakeholders and the public.

- This includes branding the CTP and documenting a communications strategy linking the CTP to ongoing and recently completed planning studies and initiatives and capital improvement programs.
- Specify roles and responsibilities of study participants, including the composition of a Community Council and Technical Advisory Committee.
- Outline a project schedule and deliverable dates.
- Outline a Budget Allocation by Task.

**TASK 1 DELIVERABLES:**

- *Kickoff meeting and summary notes*
- *Draft and Final Project Management Plan*
- *Regular PMT Meetings Calendar Invite*
- *PMT Meeting Notes*
- *Monthly invoices following ARC invoicing procedures*

## **TASK 2 – ENGAGEMENT**

The purpose of **Task 2** is to utilize ROBUST, EQUITABLE, and MEANINGFUL community engagement throughout the CTP development process. The engagement effort will provide input for countywide transportation vision and goals; input for the technical planning process; and collaboration in the creation of project and policy recommendations. The community shall be engaged early and often in the planning process with the intention of creating as many touchpoints<sup>1</sup> as possible. All groups in the community will be actively engaged with an emphasis on groups that have not been historically involved in the planning process. Creativity in reaching 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 goal of the engagement process shall be to generate a verifiable number of touchpoints equal to 1.5 to 3 percent of the total County/City population. For example, if there are 400,000 residents in your County/City, the goal is to generate verifiable touchpoints with 6,000 – 12,000 residents. These touchpoints shall be a proportionate representation of the overall demographics in the County/City, including race, ethnicity, age, and language spoken at home (demographic analysis details below).

### **2a. Public Engagement Plan**

The exact process, schedule, and methods of community engagement will be defined in an associated Public Engagement Plan (PEP). The PEP is an early deliverable and shall be developed and finalized within 4 weeks of the kickoff meeting. ARC’s [Public Participation Plan](#) (PPP) shall be used as a guide and the engagement techniques and tools identified within the PPP are encouraged.

The Community Council (see Section 2b) and the Project Management Team shall review, comment and approve the PEP and any subsequent changes to the document. A demographic analysis of South Fulton County and all its Cities shall be conducted as part of the PEP for use in identifying the different community groups that need to be represented on the Community Council.

Engagement activities include interactions with the public, as well as entities such as federal, state and local governments, transit agencies, and development community representatives. Regular coordination between City staff, stakeholders, and regional partners (e.g., ARC, GDOT, MARTA) should occur throughout the project. The PEP shall include a plan for engaging the public officials responsible for adopting the CTP throughout the planning process. These

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<sup>1</sup> A touchpoint is defined as any way a member of the public interacts with the planning process - whether in-person meeting, pop-up event, through a website, survey response(s), email, or any form of communication about the CTP with a member of the community.

officials should be briefed a minimum of two times during the plan development process (additional meetings may be conducted as necessary).

The Subgrantee shall anticipate and allow for review of any materials to be released to the public to have adequate review time by the PMT within the schedule.

A template will be provided by ARC for the Subgrantee to use to track all public engagement touchpoints. The tracking sheet will be submitted back to ARC after all engagement for the CTP is complete.

## **2b. Community Council**

A Community Council (CC) will be formed and consulted regularly to represent the public's interests throughout the CTP process. The composition of the Community Council shall reflect the demographic makeup of the community as identified in the demographic analysis portion of the PEP. Community Council membership shall prioritize representatives of communities which are traditionally not well represented in the planning process, including minorities, low-income individuals, people with limited English proficiency, and students. This inclusive outreach can involve workshops, digital tools, surveys, and other engagement methods. ARC strongly recommends that the Community Council actively engages community-based organizations (CBOs) and that the CBOs are involved in the development of the Public Engagement Plan and the planning process. Please see [ARC's Community Engagement and Culture \(CEC\) Team](#) for additional resources, including a database of existing Community Based Organizations that have been vetted by ARC and are aware of planning projects, and willing to participate in their area.

The Community Council will convene a minimum of four times during the plan development process (additional meetings may be conducted as necessary). All significant findings and recommendations of the CTP will be presented to the council for review and feedback, starting with the Public Engagement Plan. The CC will help to shape the CTP by providing input on the Goals and Objectives, draft Needs Assessment and draft Project Recommendations, including policy recommendations.

The CC is intended to be a conduit for communication to the community at large. CC members are expected to disseminate information to the communities they represent and shall be consulted on the methods, timing, and messaging of the Public Engagement process.

In an effort to reduce barriers and motivate all parts of the community to participate, compensation for CC members per allowable costs and federal guidelines is recommended. Please see ARC's PPP for details and regulations.

## **2c. Technical Advisory Committee**

In addition to the CC, a Technical Advisory Committee (TAC) will be formed and consulted regularly. The TAC shall consist of transportation and planning professionals and elected

officials such as Mayors, City Council members, GDOT Planning staff, Community Improvement Districts, transit operators, local engineering and planning departments, and/or economic development entities may be included.

The TAC will meet a minimum of four times during the plan development process (additional meetings may be conducted as necessary). All significant findings and recommendations of the CTP will be presented to the committee for review and feedback. The TAC will help to shape the CTP by providing input on the Goals and Objectives, draft Needs Assessment and draft Project Recommendations, including policy recommendations.

## **2d. Methods of Engagement**

The ARC Public Participation Plan shall be consulted as a resource for approved methods of Public Engagement. While the engagement methods for this CTP will be defined in the PEP, at a minimum they shall include the following:

- **Community Council** (as defined in section 2b)
- **Technical Advisory Committee** (as defined in section 2c)
- **Standalone Project Website**
  - The project website will be capable of both disseminating information and collecting input. The project website is intended to be the most visible and comprehensive communication piece for the planning process. At minimum, the website shall include the following items:
    - Project Background / Intent
    - Schedule (Project Phases and Public Engagement Events)
    - Interactive Map where people can provide input on issues/needs, project recommendations, and other suggestions
    - Interactive map showing existing projects (Federal, State, local and TSPLOST)
    - Asynchronous meetings / recording of meetings
    - Data / Documents (Draft and Final)
      - The Public Engagement Plan with its demographic analysis shall be published on the website, including a high-level summary.
    - Methods to leave general comments and contact project team
    - Email collection for mailing list (opt in to receive further info about project, popups, surveys)
    - 24 months minimum of live website
  - *Suggestion: multi-media video or recording that is social media friendly*
- **Face-to-Face Outreach (In-person)** (Minimum Two Rounds)
  - While virtual engagement has proven cost effective and successful, face-to-face interactions are still a critical component of the PEP. In-person small group outreach is intended to occur in the community where people are already

gathering to create awareness of the planning process and the opportunities for involvement.

- This outreach is intended to occur as small popups at multiple locations (5 to 10 each round) throughout the county/city that utilize places where people are already gathering, such as:
  - Public libraries
  - Festivals
  - Parks and popular trails
  - Transit stops
  - Youth sports
  - Shopping centers / commercial districts
  - School events (high schools)
  - Government service centers
  - Senior centers / senior housing
  - Others
  
- **Surveys**
  - Surveys will be utilized during the initial phase to identify issues from members of the public and a second time after recommendations have been formed to get feedback on the proposed recommendations.
  - Two (2) surveys will be available for a minimum of 30 days
  - Paper surveys shall be made available as appropriate, such as at pop-up events to engage with the public who do not have access to online surveys. A portable device should also be made available so that people can complete the surveys while engaging with the project team.
  - The surveys must ask for demographic information that can be provided to ARC in the summary report.
  
- **Email List / Blast**
  - Collect emails from people who have specifically opted-in or utilize lists that the County / cities already have.
  - Email blasts can be sent to notify of upcoming events, posted surveys, or any other project-related announcements.
  
- **Public Meetings**
  - A minimum of 2 public meetings shall be held. The meetings may be in-person **or** virtual (no hybrid options).
  - Any materials presented at the public meetings shall be made available on the project website.
  - *Suggestion: walking audit, tactical demonstration project, peer site visits, workshops*

Engagement materials shall be translated into languages other than English where appropriate based on the findings in the demographic analysis.

This engagement process should be coordinated with other ongoing projects that overlap with the South Fulton CTP study area, including but not limited to the South Metro Trails Plan, Flint River Trails Plan, and the Regional Trails Plan. The Consultant shall seek opportunities for joint public engagement, share other project resources as appropriate, and provide other project materials for use at in-person events or online platforms.

## **2e. Supplemental Methods of Engagement**

Supplemental forms of engagement that are not required but are encouraged and allowed within the scope of the CTP include the following:

- **Demonstration Project** that includes a temporary and tactical demonstration of a transportation project to show the public what a project could look like if constructed.
- **Focus Groups** that include various sectors of the public such as elderly or youth populations, various sub-areas within the County, etc.

### **TASK 2 DELIVERABLES:**

- *Draft and Final Public Engagement Plan*
- *Small group outreach and public meeting materials and summary documentation (conducted as part of Tasks 4 and 5)*
  - *Including photos of engagement*
- *Revised vision, goals and objectives*
- *Project website materials (prepared throughout CTP development process)*
- *Community Council membership list, meeting materials, and summary documentation (conducted throughout CTP development process)*
- *Technical Advisory Committee meeting materials and summary documentation (conducted throughout CTP development process)*
- *PMT meeting summary notes (conducted throughout CTP development process)*
- *Completed Public Engagement touchpoints tracking spreadsheet (provided by ARC)*

### TASK 3 – INVENTORY OF EXISTING CONDITIONS

With the previous CTP as a foundation, **Task 3** will include an inventory of the study area's transportation network and its performance, including existing conditions and the identification of specific focus areas. The following need to be reviewed and included in the deliverables:

- Report of Accomplishments since the last CTP with a focus on transportation related policies and projects that have either been started, funded, or completed (using ARC provided template).
  - This can be a high-level overview and does not need to be a full matrix of the entire project list from the previous CTP.
- Inventory of Existing Plans and Regionally Significant Studies that are relevant to the CTP, such as studies from the Atlanta Regional Commission (ARC), the Atlanta-region Transit Link Authority (ATL), Georgia Department of Transportation (GDOT).
- Inventory of core transportation elements and land use conditions including, but not limited to:
  - Land Use and Zoning Conditions
    - Existing land use, future land use, current zoning
    - Existing Comprehensive Plan character areas
    - The region's Unified Growth Policy Map
    - Developments of Regional Impact (DRI) that have been recently completed or are underway
  - Population and Demographics Data
    - Population density, minority density, distribution of age by cohort, zero-vehicle households, limited English proficiency, disability status, income, and educational attainment.
  - Employment Data
    - Employment density, employment by sectors, employment growth
  - Community Resources
    - Schools, libraries, government centers, historic sites, parks and trailheads, airports, fire stations, police stations, sheriff stations, senior centers, nursing homes, assisted living facilities, and hospitals.
    - Park acres per capita
  - Roadways
    - Functional classification, current traffic volumes, bridge locations and sufficiency rating, laneage, posted speed limits, traffic signals, pavement condition index (including material type and consideration of locational context), sidewalk locations and conditions, and roadway elevations
    - Existing stormwater infrastructure (if available) including drainage systems, retention and detention ponds, green infrastructure, and outfalls

- Transit
  - Transit routes, transit stops, and ridership data
  - Human Services Transportation (HST) – description of service type, service area and usage
  - Transportation Demand Management Programs
- Active Transportation
  - Bike and pedestrian facilities (including bike lanes, sharrows, side paths, paved and /or compacted multi-use trails, and sidewalks if available)
  - Create new non-subdivision road sidewalk inventory for south Fulton Study area
  - Rideshare program providers and areas of service (bikes, e-bikes, scooters, micromobility)
  - Recreational river activation and public safety (including but not limited to Chattahoochee River access points)
- Freight and Goods Movement (Truck and Rail)
  - Federal, state, regional and local truck routes and/or truck prohibitions
  - Rail corridors
  - At-grade rail crossing locations
  - Truck and Train volumes
- Transportation Systems Management & Operations (TSMO)
  - Location of fiber optic cable and/or other transportation related telecommunication infrastructure
  - Traffic signal locations and responsible party
  - Location of mid-block crossings (PHB and RRFB)
  - Existing EV charging infrastructure (location, type, availability and usage data)
  - EV adoption rates within the County
  - Status of County vehicle fleet transition plan and EV Supply Equipment Safety and Training
  - Existing municipal codes and regulations pertaining to EVs, which may include zoning and building codes, EV parking and signage, and permitting to support EV Readiness planning
  - Connected and Autonomous vehicle deployment corridors and impacts of AI on transportation
- Climate adaptation and transportation infrastructure resiliency
  - Rivers, streams, and bodies of water
  - FEMA Floodplains
  - ARC Regional Transportation vulnerability index (when available)
- System Performance Monitoring and Reporting Program

- Document how each jurisdiction within the County collects, maintains and reports system performance data for their own purposes.
- Document what infrastructure and services are included in that program.

The Subgrantee may include additional optional elements in its CTP work scope, as the schedule and budget permit. Such elements may include additional analysis of transit services or high priority roadway corridors, development of smart city, technology and data recommendations, including AI integration, and consideration of the impacts of emerging transformative mobility options.

All inventoried items must be mapped digitally and converted to a standard ArcGIS layer, as applicable, for future use. Adequate data will 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/MTP programs and projects.

As appropriate, the Subgrantee will access and collect data from each defined municipality within the study area. ARC and other members of the PMT will make all readily accessible documents, data summaries and ArcGIS files associated with previous planning initiatives available to the Subgrantee as identified and needed.

### **TASK 3 DELIVERABLES:**

- *Report of Accomplishments since previously completed CTP*
- *Draft and Final Inventory of Existing Conditions Report (including maps, text, and tables)*
  - *Final Report must incorporate ARC submitted comments*
- *Sidewalk Inventory and conditions along roads classified as Collector or higher*
- *Project website materials (prepared throughout CTP development process)*

## TASK 4 – ASSESSMENT

**Task 4** will take the inventory of core transportation elements and land use conditions from **Task 3** and identify existing and future gaps and needs in the transportation system of South Fulton County. Transportation facilities should be assessed at two points in time – current and the MTP planning horizon year.

Equity considerations must be used in the identification of needs, specifically in Justice40 disadvantaged areas, where communities have been identified that spend more, and take longer, to get where they need to go.

Additionally, as the needs assessment is completed, the impacts of climate change must be considered. Specifically, identifying and prioritizing projects that will set the region on a path towards net zero greenhouse gas emissions, as well as promoting projects that will enhance the resiliency of our communities, infrastructure, and natural systems to climate change and extreme weather events.

The following section lists the assessment topic and potential assessments and tools that could be used in **Task 4** where applicable.

- Land Use and Zoning Conditions
  - Assessment of the impact of land use, development, and related policies and regulations in place on the transportation network
  - *Possible Data Source(s): ARC's Community Development Group, [Co-Star Multifamily Data](#) (provided by ARC)*
- Travel Patterns & Roadways
  - Identification of where county employees live, and where county residents work
  - ARC Travel Demand Model future trips analysis based on growth trends and land use
  - Identification of current and future deficiencies; scenario analysis using travel demand forecasts
  - Origin-Destination Analysis
  - Existing and Future Level of Service (LOS)
  - Existing and Future Travel Time Index (TTI)
  - Bottleneck Location Analysis
  - Assessment of improvement alternatives across all modes
  - Streetlights, e.g., corridors that are not well lit or could benefit from streetlights to enhance safety of pedestrians and vehicles, where applicable
  - *Possible Data Source(s): Passive data that uses existing personal GPS device data, such as [AirSage](#); [Streetlight Data](#), Replica (GDOT and ARC have a purchasing contract that can be used), [U.S. Census Longitudinal Employer-Household Dynamics](#), ARC Travel-Demand Model*

- Transit
  - Route characteristics, access to fixed route transit and to frequent transit, and rider experience
    - Ridership by route or by stop if possible
    - Boarding and alighting by stops if applicable
  - Transit Coverage (number of miles) / level of service (Vehicle Revenue Miles or Hours) except for MARTA counties
  - Assessment of gaps in microtransit services (where applicable)
  - Access measures for transit hubs and network
  - Assessment of transit rider infrastructure most vulnerable to extreme heat
  - *Possible Data Source(s): Atlanta-Region Transit Link Authority, Local Transit Authority*
- Active Transportation
  - Bicycle and pedestrian propensity (demand, attraction, and character)
  - Crash data that involves pedestrians and bicyclists (including crash density)
  - Gap analysis on infrastructure (especially sidewalks near destinations such as parks and schools as well as on arterials and major collectors or near transit stops)
    - ADA Transition Plan and whether the condition of public right-of-way has been documented
  - Bicycle or walking level of comfort analysis
  - Access measures for bicycle network
  - Recreational river activation and public safety (including but not limited to Chattahoochee River access points)
  - *Possible Data Source(s): [Strava](#), [People for Bikes](#), [ARC Active Transportation Inventory](#), [Georgia Rivers](#), [Chattahoochee Hills Parks Commission](#), [Roadway Element Validation and Mapping \(REVAMP\)](#) provided by ARC*
- Freight and Goods Movement (Truck and Rail)
  - Level of Service on Truck Routes and relevant non-truck routes
    - Can be calculated shorthand as the volume-to-capacity ratio, but it is more accurately based on the Highway Capacity Manual, which considers multiple factors, including a road's size and urban/rural context
  - Travel Time Index (TTI) and / or truck travel time reliability (TTTR) on truck routes
  - Bottlenecks on Truck Routes
    - Can be incorporated from other plans or studies, or can be derived from original analysis of freight congestion, reliability, network characteristics (e.g., convergence of multiple roads), physical barriers (e.g., low clearance overpasses), truck restrictions, or roadway characteristics (e.g., reductions in the number of lanes)

- Truck parking
  - Parking needs for short- or long-duration truck staging or driver rest periods, field observations, stakeholder knowledge, or other data sources such as truck probe data.
- Crashes involving freight trains at at-grade railroad crossings
- Truck-Involved crashes
  - Focus on fatal and serious injury crashes. There are multiple methods for highlighting fatal and serious injury crashes, including examining fatal and serious injury crash rates, or calculating equivalent property damage only (EPDO), which places higher weight on more serious crashes in calculations.
- *Possible Data Source(s): County traffic counts, Highway Capacity Manual, [National Performance Management Research Data Set \(NPMRDS\)](#), [Altitude by GeoTab ITS](#), [GDOT Numetric](#), [Federal Railroad Administration Crossing Inventory](#)*
- Transportation Systems Management & Operations (TSMO)
  - Identification of work zone incidents
  - Identification of non-recurring congestion
  - Identification of corridors needing efficiency improvements
  - Identification of areas with charging infrastructure gaps or areas where charging infrastructure would be most utilized (considering traffic volume, land use, and economic activity)
  - Assessment of environmental impact of EV Adoption Rates
  - *Possible Data Source(s): [Connected Vehicle Deployment Map](#), [Transportation Electrification Plan \(ARC\)](#), [Alternative Fuels Data Center](#), [ARC EV Planning Tool](#), [Department of Revenue Registered EVs](#)*
- Climate adaptation and transportation infrastructure resiliency
  - Flood vulnerability assessment of transportation infrastructure, including future precipitation assessment
  - Identification of critical transportation infrastructure, such as roads and bridges, that are critical during major storm events (for example, roadways to hospitals that are vulnerable to future flooding)
  - Identification of low tree canopy or stretches of linear transportation that have no shade
  - Planning level phasing for replacement of aging underground infrastructure that would conflict with transportation improvement project implementation or cause transportation funds to be spent inefficiently
  - *Possible Data Source(s): [District Stormwater Forecast \(ARC Open Data\)](#), [The Climate Explorer](#), [Climate Mapping for Resilience and Adaptation](#), [FEMA's Resilience Analysis and Planning Tool \(RAPT\)](#), [Metro Atlanta Climate Action Plan \(Available March 2025\)](#), [Regional Resiliency Plan](#)*
- Safety
  - Analysis of crash trends, including pedestrian crash hotspots

- Identification of roadways with a high number of risk factors, especially roadways with high risk for pedestrians.
- Identifying factors affecting safety, both physical features and operator experience (lighting, number of lanes, speed limit and travel speed, driver distractions)
- A safety benefit-cost analysis for all road widenings using the cost factors in the Regional Safety Strategy as a minimum.
- *Possible Data Source(s):* GDOT Numetric, [ARC Safety Strategy](#), [ARC Risk Factors](#)

Building on the visioning and goals effort, the Subgrantee will follow a project evaluation framework which will be designed and tightly integrated with the overall CTP planning process to support decision-making, project selection and periodic re-evaluation and reviews. The framework will be based on data that is both qualitative and quantitative. Emphasis will be placed on ensuring that the framework is flexible, captures detailed datasets, and allows for adjustments. The evaluation framework will be developed with the intended use of determining which strategies and projects (identified in Task 5) are of the highest priority.

The evaluation framework will also reflect a performance-based planning approach required for MPO plans, which establishes that regions must set forth appropriate performance targets and show progress toward achieving the targets. The Subgrantee will then develop a set of criteria for evaluation and ranking projects. Because of the difference in the order of magnitude of potential measures, a scoring system will 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 complexity of South Fulton County’s mobility needs, and multi-jurisdictional makeup, means it is likely that a single type of prioritization approach will prove insufficient to provide decision makers with the information they need to make difficult and politically sensitive trade-offs between projects. Therefore, the Subgrantee will develop an evaluation framework that will allow project portfolios to be analyzed through different lenses. This will help provide credibility to decision-makers and demonstrate the trade-off analysis executed as part of the project evaluation process. This evaluation framework will be used when prioritizing project during the subsequent Task 5.

***Task 4 Deliverables:***

- *Evaluation framework documentation*
- *Draft and Final Current and Planning Horizon Needs Assessment Report (including maps, text and tables)*
  - *Final Report must incorporate ARC submitted comments*

- *Project website materials (prepared throughout CTP development process)*

## **TASK 5 – RECOMMENDATIONS**

**Task 5** will include the project recommendations that come out of the Needs Assessment. These recommendations may take a variety of forms, and the precise outcomes will be dictated by the level of emphasis placed on each CTP element. The following should be guiding principles for all recommendations, regardless of their timeline.

- Recommendations should reflect the feedback received from the community engagement efforts and formally adopted by local government policy officials. A summary of the feedback and comments received from the community should be included in the final deliverables.
- Recommendations should leverage and complement regional facilities, services, and programs to address local needs and priorities.
- Recommendations should knit together previous plans and projects identified at the community level through Livable Centers Initiative (LCI) studies, Community Improvement District (CID) work programs, county/city Capital Improvement Programs (CIP), corridor studies, freight cluster plans, and other initiatives previously undertaken within the study area.
- Recommendations should be viewed through the lens of mitigating climate change and preparing for the effects of climate change.
- Recommendations shall try including green infrastructure projects where possible.
- Recommendations should consider adding new roads and new technology, where appropriate, e.g., Artificial Intelligence (AI).
- Recommendations should prioritize projects using data-driven performance criteria.

Regardless of the unique needs and priorities of the jurisdiction, the following general steps should be completed:

- Project list timelines need to follow logical funding sources, such as a SPLOST timeline. For example, if the SPLOST timeline is to renew every 6 years, the short-term project list can use that as a funding resource for projects from 0-6 years. If there is not a timeline like that is logical to follow, you may do intervals of 5 years and 10 years.
  - A summary of the last two SPLOST/T-SPLOST programs with a discussion on total funding, project by type, goals, deliverability, etc.
- A completely fiscally unconstrained project list should be the starting point. This list should identify a project solution for each need identified in **Task 4**.
- Next, this list should be prioritized based on the methodology developed. The short-term funding amounts should be calculated with the basic assumption that the near-term continuation of those resources is a reasonable possibility to continue.
- The mid-term and long-term project lists should be based on realistic ways to generate more funds for transportation projects, such as increasing SPLOST dollars, instituting a TSPLOST if one does not exist, or adding / increasing impact fees.

- Aspirational projects (projects that would be completed past the planning horizon) can be included on the fiscally unconstrained project list.
- An Action Plan should be developed that includes a list of implementable action items that can be completed in a 6-month, 1-year, and 2-year time frame. The goal is to identify specific actions that will be undertaken following adoption. This plan should also include how the County will demonstrate the progress of these actions.
- The final project list must identify the lead jurisdiction for each project.
  - Each jurisdiction should also have a comprehensive project list broken out separately with a corresponding map.

***Task 5 Deliverables:***

- *Project prioritization methodology and results*
- *Transportation funding analysis (current sources of funding and projection of future funding, including realistic funding source scenarios)*
- *A South Fulton Trail Master Plan that identifies trail opportunities by jurisdiction, assigns responsibility for each segment, and aligns with existing and ongoing regional trail plans and initiatives in this area.*
- *A sidewalk masterplan for non-subdivision roads that includes curb and gutter locations along roads classified as Collector or higher*
- *Draft and Final Recommendations Report(s)*
  - *Final Recommendations Report must incorporate ARC submitted comments.*
- *Project website materials (prepared throughout CTP development process)*
- *Stakeholders Committee meeting materials and summary documentation (conducted throughout CTP development process)*
- *PMT meetings summary notes (conducted throughout CTP development process)*

## **TASK 6 – DOCUMENTATION**

The Subgrantee will prepare draft and final CTP documentation for review and submittal to ARC. For the final documentation, the use of innovative and creative approaches to documentation is encouraged. For any deliverables for which printing is determined to be necessary, ARC must be provided with at least one hard copy.

The Subgrantee will organize all previously produced interim documents and use them in development of the final CTP Report. These documents include:

- Project Management Plan
- Public Engagement Plan
- Inventory of Existing Conditions Report
- Current and Planning Horizon Year Needs Assessment Report

While key findings, observations and conclusions of the interim deliverables will be integrated into the final plan document, the contents of those interim deliverables do not need to be replicated in their entirety. They may be included in the final document(s) by reference if desired. The final document should be succinct and rely heavily on charts, maps, infographics, and other methods, and less on dense narrative, to convey information in a user-friendly manner.

ARC will provide a Project List template for the Subgrantee to use to detail each of the proposed projects (fiscally constrained and fiscally unconstrained). This template will include a way to list the project name, project type/category, costs, etc. as set up by ARC. The purpose of this template is so that ARC can collect project lists from each completed Subgrantee in a uniform way to use in the development of future MTPs. The following information on recommended projects must be developed and included in the final documentation as well as the submitted project list template:

- Type of project
- Short description of the project
- Current status of the project
- Location and/or termini
- Responsible implementation agency
- Total cost estimate(s)
- Likely funding source(s)
- Feasible implementation schedule

This Project List does not need to be included in the Final Document but can be submitted as a separate deliverable to ARC. The Subgrantee may still develop their own project list to use internally and for their public-facing deliverables, including the Recommendations Report.

To the extent possible, system inventory and assessment data, as well as the final project recommendations, should be mapped in ArcGIS. Relevant ArcGIS layers, if available, must be provided to ARC upon completion of the CTP, including the Project ID, location, implementation schedule, and cost estimates. The Project ID (or other project-based identification number) used in the layers must be identical to the Project ID used in the submitted project list template.

Mapped information developed in other software, whether conceptual in nature or geographically accurate, will also be provided, in either the original source format or exported into an intermediate format usable by ARC. All documents submitted must include a version that is editable by ARC (for example, please include a Microsoft Word version in addition to the Adobe InDesign version so that ARC may extract text for future use.

***Task 6 Deliverables:***

- *Compiled set of interim deliverables (if not already provided at key milestones)*
- *ArcGIS layers of final project list (Project ID and Project Name/Information so that we can join this Geodatabase to the Unique IDs presented in the Project List template)*
- *Copy of county approval resolution (and any city approvals, as applicable)*
- *Project website materials (prepared throughout CTP development process)*
- *Community Council meeting materials and summary documentation (conducted throughout CTP development process)*
- *Technical Advisory Committee meeting materials and summary documentation (conducted throughout CTP development process)*
- *PMT meetings summary notes (conducted throughout CTP development process)*
- *ARC Project List (using provided template)*
- *ARC Public Involvement List (using provided template)*
- *Final CTP documentation*
- *Presentation to the ARC Transportation Coordinating Committee (TCC)*
  - *May be virtual or in-person*

**SCHEDULE**

All work and services required under this subgrant agreement shall be completed on or before May 31<sup>st</sup>, 2028. These plans typically take 12-18 months to complete once a consultant team has been selected and the notice to proceed has been issued.

**EXHIBIT B**  
**Proposed Project Budget**

	<u>Estimated Hours</u>	<u>Rate/Hour</u>	<u>Total Est. Cost</u>
1. <u>Direct Labor</u> <i>(List by position all professional personnel participating in project)</i>			
<b>Total Direct Labor</b>			\$ _____
2. <u>Overhead Cost</u> <i>(OMB circulators A-87 and A-122)</i> <i>(Overhead percentage rate) X (Total Direct Labor)</i>			
<b>Total Overhead</b>			\$ _____
3. <u>Other Direct Costs</u> <i>(List other items and basis for computing cost for each.</i> <i>Examples include computer services, equipment, etc.)</i>			
<b>Total Other Direct Costs</b>			\$ _____
4. <u>Subcontracts</u> <i>(For each subcontract, identify purpose and rate)</i>			
<b>Total Subcontracts</b>			\$ _____
5. <u>Travel</u>			
a. <i>Travel by common carrier from/to the ARC offices.</i> <i>(List number of trips and Economy class airfare, plus taxi and shuttle fares, etc.)</i>			
b. <i>Travel by private automobile within ARC area.</i> <i>(List # of days x rate)</i>			
<b>Total Travel</b>			\$ _____
6. <u>Profit</u> <i>(Percentage rate X basis)</i>			
<b>Total Profit</b>			\$ _____
<b>TOTAL PROPOSED BUDGET (all costs and profit)</b>			\$ _____

**EXHIBIT B-1**

**Proposed Project Budget by Task**

<b>TASK</b>	<b>AMOUNT</b>
Task 1 – Project Management Plan	
Task 2 – Engagement	
Task 3 – Inventory of Existing Conditions	
Task 4 – Assessment	
Task 5 – Recommendations	
Task 6 – Documentation	
<b><u>TOTAL</u></b>	

**EXHIBIT C  
CONTRACT FORMS**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

**1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**2. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief that:

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

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

**Statement for Loan Guarantees and Loan Insurance**

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

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

\_\_\_\_\_  
NAME OF APPLICANT

\_\_\_\_\_  
AWARD NUMBER and/or PROJECT NAME

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT  
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires:

**CONTRACTOR/VENDOR INFORMATION**

**Legal name & address  
of entity:**

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

*If different from above-*

**Legal name of Payee:**

**Payment Address:**

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

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

**Legal entity status (please mark all that apply):**

Corporation/C-Corp LLC/S-Corp LLC     Individual/Sole-Proprietor/Single Member LLC  
 Partnership/LLC Partnership/LLP     Government: Federal/State/Local/Authority  
 Non-Profit: 501(c)(3)/501(c)(4)     Other: (describe) \_\_\_\_\_  
\_\_\_\_\_

**(Federal) Employer Identification Number:** \_\_\_\_\_

**OR**

**Social Security Number (for an individual):** \_\_\_\_\_

**Is this contractor/vendor an attorney/law firm?** YES \_\_\_\_\_ NO \_\_\_\_\_

**Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects?** YES \_\_\_\_\_ NO \_\_\_\_\_

**E-verify Status:** \_\_\_\_\_ **Registered:** E-verify Number \_\_\_\_\_ **DUNS Number** \_\_\_\_\_  
\_\_\_\_\_ **Not Registered**

**Is this contractor/vendor a:**

**Disadvantaged Business Enterprise under 49 CFR Part 26?** YES \_\_\_\_\_ NO \_\_\_\_\_

**Minority or Women Business Enterprise under 49 CFR Part 23?** YES \_\_\_\_\_ NO \_\_\_\_\_

**Attach a copy of current certification(s).**

**Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards?** YES \_\_\_\_\_ NO \_\_\_\_\_

**If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.**

**Certified true and correct:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT D**  
**CONTRACT SAMPLE BOILERPLATE**

## CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, **YEAR**, by and between **CONSULTANT/VENDOR** in Atlanta, Georgia (hereinafter referred to as the "Consultant") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

### WITNESSETH THAT:

WHEREAS, ARC desires to engage the Consultant to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Consultant desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Consultant. ARC hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Consultant are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before **DATE**.
4. Compensation. The Consultant shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$**AMOUNT**.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Consultant shall be subcontracted without the prior written approval of ARC's Executive Director or her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, the Consultant shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the

method the Consultant used in selecting its subcontractor. The Consultant acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Consultant agrees to abide by such regulations in its selection procedure.

6. Prompt Payment and Retainage. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from ARC. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any contractor found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If contractor does not take corrective action, contractor may be subject to contract termination.

7. Assignability. The Consultant shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Consultant's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Consultant will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Indemnification. The Consultant shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the consultant or any person employed by the consultant.
11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Consultant (executor) and ARC's Executive Director. However, the Consultant executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the ARC Chief Operating Officer as her agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Consultant shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by the Consultant during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Consultant agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Review and Coordination. To ensure adequate assessment of the Consultant's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Consultant may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Consultant shall be given reasonable written notice of such meetings.
15. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Consultant under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
16. Maintenance of Cost Records. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
17. No Obligation by the Federal Government. ARC and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be

subject to any obligations or liabilities to ARC, the Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18. Status as Independent Consultants. Nothing contained in this agreement shall be construed to constitute the Consultant or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent Consultant.
19. Consultant's Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Consultant agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.
20. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Consultant shall not exceed the compensation of such person that is applicable to his or her other work activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
21. Interest of Consultant. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the Consultant, nor its agents, employees or Consultants, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed by the Consultant as an agent, Consultant or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph, the Consultant shall request in writing the advice of ARC, and if ARC notifies the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.
22. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which

affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

23. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
24. Compliance with Requirements of the Concerned Funding Agencies. The Consultant shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Consultant in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
25. Federal Changes. Consultant shall at all times comply with all applicable U.S. DOT regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.
26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, computer programs, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided in this agreement. The Consultant acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.
27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography, roadway analytics/traffic data or commercially available planning data and software, to the Consultant that have been obtained from various sources under specific licensing agreements. The Consultant acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Consultant or its Sub-consultants to use the data or software for the work covered by this Agreement only. The Consultant shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Consultant or any Sub-consultants shall not use this data or software for any work not covered by this Agreement. The Consultant further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Consultant's or Sub-consultant's computer systems will be removed.

28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Consultant within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
29. 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 set.) 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.
- xi. 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).

30. 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.
- d. 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.

31. Other Requirements. In addition to other requirements of this agreement, the Consultant agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Consultant further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Consultant agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than thirty business days from the receipt of each payment that said prime Consultant receives from ARC. The prime Consultant agrees

further to return retainage payments to each subcontractor within thirty business days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

32. Termination for Mutual Convenience. ARC or the Consultant may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Consultant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Consultant for the ARC share of the non-cancelable obligations, properly incurred by the Consultant prior to termination.
33. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Consultant will be reimbursed for the otherwise allowable actual expenses incurred by the Consultant up to and including the effective date of such termination, as authorized in Attachment "B." The Consultant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.
34. Termination of the Agreement for Cause. If the Consultant, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Consultant shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Consultant and ARC may withhold any payments to the Consultant for the purpose of set-

off for damages caused by the Consultant's breach, until such time as the exact amount of damages to ARC from the Consultant is determined.

35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Consultant, this agreement may be immediately terminated without further obligation of ARC.
36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Consultant from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Consultant prior to the date of suspension to the extent that they are noncancelable.
37. Disputes and Appeals. Any dispute concerning a question of fact arising either from a Consultant or subgrant selection decision, or under a Consultant or subgrant contract, once executed, shall be decided by the ARC Chief Operating Officer who, after advisory consultation with all appropriate ARC officials (e.g. General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Consultant or subgrantee). The Chief Operating Officer shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the ARC Office of General Counsel.

The decision of the Chief Operating Officer shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the Chief Operating Officer shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the Chief Operating Officer. A copy of the decision shall also be furnished to the Office of General Counsel.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Consultant or subgrant contract already executed, the Consultant or subgrantee shall proceed diligently with the performance of the contract and in accordance with the Chief Operating Officer's decision.

Nothing in the foregoing shall be construed as making final the decisions of the Chief Operating Officer or the Executive Director as such decision relate to question of law.

38. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.
39. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Consultant and ARC have executed this agreement as of the day first above written.

ATTEST:

**CONSULTANT/VENDOR**

\_\_\_\_\_

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

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

ATTEST:

ATLANTA REGIONAL COMMISSION

\_\_\_\_\_  
ARC Assistant Secretary

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Chairman