

**MASTER TASK ORDER
AGREEMENT**

This Agreement is made and entered into by and between **Cobb County**, Georgia, hereinafter referred to as the "**County**" and **CONSULTANT**, a Corporation authorized to do business in the State of Georgia, hereinafter referred to as the "**Consultant**."

WHEREAS, the **County** desires to enter into multiple indefinite delivery, indefinite quantity contracts with multiple qualified and experienced consulting firms to furnish professional services on an "as needed" basis pursuant to negotiated task orders in the following categories: (a) transportation, planning and environmental; (b) highway design, roadway, bridge and surveying; (c) traffic engineering; (d) transit and (e) aviation.

WHEREAS, the County issued a Request for Proposals (RFP), dated January 29, 2016, for proposals from qualified and experienced professional consultants to provide professional services in one or more of the above referenced categories;

WHEREAS, the **Consultant** responded with a proposal dated February, 25, 2016 (Proposal); and

WHEREAS, the **Consultant** has represented to the **County** that it is experienced and qualified to provide the services in the category of **(INSERT SELECTED CATEGORY)** and the **County** has relied upon such representations contained in its Proposal.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the **County** and the **Consultant** that the **Consultant** shall provide professional consulting services on an "as needed" basis pursuant to negotiated task orders in the following categories: **Category A: Transportation, Planning and Environmental Services**. The **County** and **Consultant** further agree that the **Consultant** shall provide these Professional Services at fees not greater than those submitted in the **Consultant**'s Proposal and pursuant to the provisions and terms of this indefinite delivery, indefinite quantity Master Task Order Agreement (Agreement).

Delivery or performance of the Professional Services shall be made only as authorized by task orders issued for certain projects with defined scopes of work identified by **County**. The **County** may, in its sole discretion, issue multiple task orders to **Consultant** requiring services on multiple projects. If the **County** determines that it is most advantageous for the **County** to obtain the same or similar Professional Services from another professional consultant, pursuant to a separate agreement with another source, it may do so.

The **Consultant** is not assured, guaranteed or promised that any task orders shall be issued to **Consultant** for Professional Services pursuant to this Agreement and the **Consultant** is not assured, guaranteed or promised that any minimum amount of compensation shall be paid to **Consultant** for Professional Services pursuant to this Agreement. In no event, shall the cumulative cost of all negotiated task orders issued to **Consultant** exceed \$350,000.00 per year for Professional Services pursuant to this Agreement or \$700,000.00 for the term of the Agreement

The **County** shall determine, in its sole discretion, whether it is in the **County's** best interest to issue an independent Request for Proposals for a project or to negotiate a task order pursuant to this Agreement or any other Agreement for Professional Services.

If the **County** determines that it is most advantageous for the **County** to negotiate a task order with the **Consultant** pursuant to this Agreement, then the **County** shall prepare a written Task Order Scope of Services for the project and request a "not to exceed" cost estimate from the **Consultant** based on the **Consultant's** prices and costs contained in its Proposal. If the **County** and the **Consultant** are able to successfully negotiate a not to exceed price for the Task Order Scope of Services, then the Cobb County Department of Transportation (**Cobb County DOT**) shall submit the Task Order Scope of Services to the Cobb County Board of Commissioners for approval if the cost estimate exceeds \$50,000.00 or is funded by Cobb County's Special Purpose Local Option Sales Tax.

If an independent Request for Proposals is issued by the **County** for a project for Professional Services, then the **Consultant** shall be eligible to respond to the Request for Proposals and shall not be disqualified from responding due to entering into this Agreement with the **County**.

This Agreement between the **County** and the **Consultant** is comprised of the County's RFP and all attached and referenced documents; the **Consultant's** Proposal and all attached and referenced documents, Disadvantaged Business Enterprise Participation (**Exhibit D**), and General Assurances (**Exhibit E**), and any resultant task order(s), which by reference are all specifically incorporated herein and made a part hereof.

SECTION 1. SCOPE OF SERVICES

General Task Order Scope of Services

The Professional Services to be furnished by the **Consultant** under this Agreement shall be those necessary to provide all related and necessary professional services for any negotiated task order. The **Consultant** shall perform the services under this Agreement as an independent consultant and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this **Contract** shall be interpreted or construed to constitute the **Consultant** or any of its agents or employees to be the agent, employee, or representative of the **County**.

If the **County** determines, in its sole discretion, that there is a need for Professional Services for a project from the **Consultant**, then the **Consultant** shall submit the following documents in substantially the form attached hereto: Task Order Scope of Services and Fee Schedule (**Exhibit A**), Project Schedule (**Exhibit B**), Personnel Listing (**Exhibit C**), Disadvantaged Business Enterprise Participation (**Exhibit D**), General Assurances (**Exhibit E**), and, as needed, FTA General Assurances and Matrices (**Exhibit F**) which by reference are all specifically incorporated herein and made a part hereof. If a task order is negotiated, the Task Order Project Schedule constitutes a material term of this Agreement and **Consultant** shall strictly abide by such schedule. Should **Consultant** anticipate delays after the task order is negotiated it shall notify the **County** immediately. Any modifications to an agreed upon schedule will need to be submitted in writing for approval by the **County**.

Services shall be provided in accordance with the Task Order Scope of Services for each phase of the work and in accordance with the **Engineering Design Procedures Manual** and appendices contained in this document, as may be amended. The **Engineering Design Procedures Manual** and its appendices, as may be amended, are a material part of this Agreement. These documents, as may be amended, are available on the **Cobb County DOT Website** located at: http://www.cobbcounty.org/index.php?option=com_content&view=article&id=889&Itemid=600
Engineering Design Procedures

The **Consultant** shall gather from the **County** all available data and information pertinent to the performance of the services for any negotiated task order project. The **County** shall have the final decision as to what data and information is pertinent.

The **Consultant** shall ensure that the data and information meet applicable standards as specified herein and any negotiated task order.

The **Consultant** shall immediately upon discovery report in writing to the **County** any discovery of errors or omissions contained in the data and information furnished by the **County**.

The **Consultant** shall visit and become familiar with any project site and shall become acquainted with local conditions involved in carrying out any negotiated task order under this Agreement. The **Consultant** may request that a representative of the **County** be present during any initial site visit.

The **Consultant** shall recommend and secure the **County's** written approval of the manner of project plans presentation and the methods to be used in the plan preparation so that these plans can be best utilized, as determined by the **Consultant** and approved by the **County**, in the orderly preparation of negotiated services. The **Cobb County Department of Transportation Engineering Design**

Procedures Manual and appendices contained in this document, as may be amended, current edition, shall be utilized in the production of plans for locally funded projects. All state- and federal-funded projects shall follow state and federal plan production guidelines and requirements.

Upon receipt of the **County's** written approval of the manner of the project plan presentation and methods of plan preparation, the **Consultant** shall proceed with implementation of plan preparation.

The completion schedule shall be mutually agreed to by the **Cobb County DOT** and the **Consultant** prior to written authorization to proceed and as detailed on Project Schedule (**Exhibit B**), for each phase or work task contained in Task Order Scope of Services (**Exhibit A**). The **Consultant** shall recognize that time is of the essence for each negotiated task order.

SECTION 2. EFFECTIVE DATE, TERM OF SERVICES

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Cobb County Board of Commissioners. The term of this Agreement shall be for a period of two years from the effective date. Any approved task order issued during the term of this Agreement and not completed within the term of this Agreement shall be completed by the **Consultant** within the time specified in the task order(s) Project Schedule (**Exhibit B**). The parties' rights and obligations with respect to that task order(s) shall be the same as if the task order(s) were completed within the term of the Agreement.

SECTION 3. AMOUNT OF CONTRACT

It is agreed that the compensation hereinafter specified to perform Professional Services required by any negotiated Task Order Scope of Services includes both direct and indirect costs chargeable to the project, and shall be limited to the Task Order Scope of Services and Fee Schedule (**Exhibit A**). In no event, shall the cumulative cost of all negotiated Task Order Scope of Services issued to **Consultant** exceed \$350,000.00 per year or \$700,000.00 for the term of this Agreement. Any fees paid to the **Consultant** pursuant to an independent Request for Proposals issued by the **County** for a project for Professional Services and not paid pursuant to a task order under this Agreement, shall not be included in the \$350,000.00 per year or \$700,000.00 for the term of this Agreement.

SECTION 4. GENERAL CONDITIONS

A. CONSULTANT COORDINATION

The **Consultant** shall cooperate fully with the Cobb County DOT, Georgia Department of Transportation (GDOT), consultants on adjacent projects, consultants for final bridge plans, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the **County**. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by the **County**, and furnishing plans and other data produced in the course of work on any task order project, as may be requested from time to time by the **County** to effect such cooperation and compliance with all directives issued by the **County**.

It is understood and agreed that **Cobb County DOT** and other governmental agencies may have access to the work and be furnished information as directed by the **County**.

B. COORDINATION WITH COUNTY HISTORIC PRESERVATION PLANNER

The **Consultant** shall request from and coordinate with the Cobb County Historic Preservation Planner (HP) or the HP's designee information relative to the presence of cultural, historical, archaeological, or other important sites located in the land lots to be affected by design or construction. This coordination shall be implemented as soon as possible after receipt of Notice to Proceed (NTP) from the **County**. Coordination with the HP will not relieve the **Consultant** of additional responsibilities related to historic properties which may be required in order to secure a U.S. Army Corps of Engineers permit, if required, for the project.

C. COORDINATION WITH THE NATIONAL GEODETIC SURVEY

The **Consultant** shall contact the National Geodetic Survey (NGS) advisor at the Georgia Department of Community Affairs (DCA) to request data on geodetic control points during the preliminary evaluation phase of any project design. Continued coordination with the advisor to relocate and/or preserve affected control points will be maintained throughout the project duration. This coordination shall be implemented as soon as possible after receipt of any task order Notice to Proceed (NTP) by the **County**.

D. COORDINATION WITH UTILITIES

The **Consultant** shall furnish prints and/or electronic files to the **County**, or as directed by the **County**, and check the utilities' submitted plans for avoidance of conflicts with the road construction details or with the facilities of other utilities. This will require numerous submittals to the **County**. The **County** shall provide a final set of construction plans to all affected utility owners when the project is being bid. The **Consultant** shall make no commitments with the utilities that are binding upon the **County**.

If any task order project includes work for the Cobb County Water System (**CCWS**), the **Consultant** shall research all **CCWS** records and act on behalf of the **CCWS** to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the road construction details or with the existing or proposed facilities of other utilities. If the project does not include work for the **CCWS**, the **Consultant** shall provide **CCWS** electronic files of preliminary and final plans for **CCWS** to perform its designs. The **Consultant** shall incorporate **CCWS**-provided plans and quantities into the final construction bid set. Coordination with other municipal water systems may also be required.

If any task order project includes work for the **Cobb County Marietta Water Authority (CCMWA)**, a **CCMWA** Project Manager will act in the same capacity as the **Cobb County DOT** Project Manager does for the roadway design work on matters directly related to **CCMWA** work. Both the **CCMWA** and **Cobb County DOT** Project Manager shall be copied on **all** correspondence including documented phone conversations and minutes of meetings. The **Consultant** shall coordinate directly with the **CCMWA** Project Manager on matters directly related to **CCMWA** work.

E. RIGHT TO ENTER

The **Consultant** will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with state law and the practices of the **County**. The **Consultant** shall discuss with and receive approval from **Cobb County DOT** prior to sending said notices of intent to enter private property. Upon request by the **Consultant**, the **County** will provide the necessary documents identifying the **Consultant** as being in the employ of the **County** for the purpose described in the any task order under this Agreement. If the property owner or occupant denies the **Consultant** permission to enter, such incident will be reported to the **County** and the **County** will initiate such action as is dictated by current policy and procedure.

F. ACCURACY OF WORK

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workman-like manner, the work specified in any negotiated task order, in strict conformity with the Bid Proposal and Scope of Services. The **Consultant** shall be responsible for the accuracy of the work and shall promptly correct errors and omissions without additional compensation.

Acceptance of the work by the **County** will not relieve the **Consultant** of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

At any time during the construction of the improvement provided for by the plans or during any phase of work performed by others based on data secured by the **Consultant** under any task order, the **Consultant** shall confer with the **County** for the purpose of interpreting the information obtained and to correct any errors or omissions made by it. The **Consultant** shall prepare any plans or data required by the **County** to correct its errors or omissions. The above consultation, clarification, or correction shall be made without added compensation to the **Consultant**. The **Consultant** shall give immediate attention to these changes so there will be a minimum of delay to others.

G. PROJECT MANAGER

The Director of **Cobb County DOT** or her duly appointed representatives shall act as the Project Manager between the **Consultant** and the **County** and all utilities, and authorities or governments whose properties will be affected. The **Consultant** shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondence, data, information, and reports shall be directed to the Project Manager to provide for proper distribution to the parties concerned.

All conferences, including telephone conversations and decisions, shall be reduced to writing by the **Consultant** and a copy of the minutes shall be forwarded to the Project Manager within seven (7) calendar days of the event.

The **Consultant** shall meet with the **County** for review of any task order work on a regular monthly basis or as determined by the Project Manager.

The Project Manager will expedite any necessary decisions affecting the **Consultant's** performance of **any task order under this** Agreement, but the **Consultant** shall not make use of the Project Manager's services on trivial or minor matters normally to be decided by the **Consultant**.

H. DELIVERY OF NOTICES

All written notices, demands, and other papers or documents to be delivered to the **County** under any issued task order under this Agreement shall be delivered to the **Cobb County DOT** office, 1890 County Services Parkway, Marietta, Georgia, 30008-4014, Attention: Pre-Construction Engineer, or at such other place or places as may be subsequently designated by written notice to the **Consultant**. All written notices, demands, and other papers or documents to be delivered to the **Consultant** under this Agreement shall be directed to or at such a place or places subsequently to be designated in writing by the **Consultant** to the **County**.

I. SUPERVISION AND CONTROL

The **Consultant** shall perform the services required to accomplish any negotiated Task Order Scope of Services as stated above under such control and supervision as the **County** may deem appropriate.

J. COVENANT AGAINST CONTINGENT FEES

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

K. EMPLOYMENT OF COUNTY'S PERSONNEL

The **Consultant**, directly or through its subconsultants, shall not employ any person or persons that are currently or were in the employ of the **County** at any time during the term of this Agreement for any work required by the terms of this Agreement, without the written permission of the **County** except as may otherwise be provided for herein.

L. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

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

M. REVIEW OF WORK

Authorized representatives of the **County** may at all reasonable times review and inspect any project activities and data collected under any task order issued under this Agreement and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the **Consultant**, shall be available to authorized representatives of the **County** for inspection and review at all reasonable times in the main offices of the **County**. Acceptance shall not relieve the **Consultant** of its professional obligation to correct, at its expense, any of its errors in work. **Cobb County DOT** may request at any time and the **Consultant** shall produce progress prints or copies of any work as performed under this Agreement. Refusal by the **Consultant** to submit progress reports and/or plans shall be cause to withhold payment to the **Consultant** until the **Consultant** complies with the **County's** request in this regard.

The **County's** review recommendations shall be incorporated into the plans by the **Consultant**.

N. TRANSIT (if applicable)

The **Consultant** understands and agrees that the Project may involve funds awarded by the Federal Transit Administration and/or the State of Georgia. Accordingly the **Consultant** shall comply with all applicable Federal, State and local laws, rules and regulations relating directly or indirectly to the Project. Specifically the **Consultant** shall comply with the applicable provisions of the Fiscal Year 2016 FTA Master Agreement and any subsequent version thereof including 49 CFR Part 128 requirements, FTAC 4220.1F and the certifications and assurances requirements, as applicable, included in Exhibit "F", attached hereto and incorporated herein by reference. The Master Agreement may be found at:

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/22-Master_Agreement_FY2016_-_3-1-15_-_FINAL.pdf.

SECTION 5. RESPONSIBILITY FOR CLAIMS AND LIABILITY AND INDEMNIFICATION AND HOLD HARMLESS

The **Consultant** agrees to protect, defend, indemnify, and hold harmless and shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the **County**, its commissioners, its officers, agents, and employees from and against any and all liabilities, damages, suits, claims, liens and judgments actions, or damages of any nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the **Consultant**. **Consultant's** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair completion disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Consultant further agrees to protect, defend, indemnify, and hold harmless the **County**, its commissioners, officers, agents, and employees from and against any and all claims or liability for

compensation under the Worker's Compensation Act arising out of injuries sustained by an employee of the **Consultant**.

SECTION 6. INSURANCE

A. Requirement:

Consultant shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Consultant shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent Consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
2. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
4. Professional Liability (Errors and Omissions) Coverage: \$2,000,000 combined single limit per occurrence is required, in the event Consultant is performing design, engineering or other professional services.
5. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

6. Builder's "All Risk" Insurance: In the event Consultant is performing construction services under the Contract, Consultant shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of the Consultant. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Consultant shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, leased, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. The

coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (b) **Primary Insurance Requirement.** The Consultant's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
- (c) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) **Separate Coverage.** Coverage shall state that the Consultant's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County, and its officers, officials, employees and volunteers for losses arising from the work performed by the Consultant for County.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Consultant for County.

G. All Coverages

1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County at Cobb County, GA, c/o Cobb DOT, 100 Cherokee Street Marietta, GA 30060. County reserves the right to accept alternate

notice terms and provisions provided they meet the minimum requirements under Georgia law.

Separate endorsement for each policy, including individual policy number and endorsement language similar to: *“Coverage shall not be suspended, voided, cancelled, reduced in coverage or limits for any reason, other than non-payment of premium, except after thirty (30) days prior written notice has been given to Certificate Holder (County). The Certificate Holder (County) shall be given not less than 10 days prior written notice of cancellation for non-payment of premium.”*

2. Acceptability.

The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

3. Failure of Insurers. The Consultant shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

H. Verification of Coverage

Consultant shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates, endorsements and declaration page shall be furnished at or prior to the time the time this Contract is submitted to County for execution, and must be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

I. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

SECTION 7. COMPENSATION

The **County** shall compensate the **Consultant** for actual services and quantity performed and that have been authorized by the **County** under the terms of this **Agreement**. The fees for the work to be performed under this **Agreement** shall be charged to the **County** in accordance with the fee schedule referenced in **Exhibit A**. Significant reduction in project scope as determined by the Pre-Construction Engineer may result in a corresponding reduction in compensation. Any increase in scope of services shall receive approval by the Director prior to incurring any additional costs.

The **Consultant** may submit to the **County** a monthly invoice, in a form acceptable to the **County** and accompanied by all support documentation requested by the **County**, for payment for the services which were completed during the billing period. The **County** shall review for approval said invoices. The **County** shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the **County**, are unreasonably in excess of the actual stage of completion of each phase. The **County** shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the **Consultant** to the point indicated by such invoice, or of receipt of acceptance by the **County** of the services covered by such invoice. The **County** shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems which have been encountered which may inhibit execution of the work. The **Consultant** shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

Compensation for design services for the **County** shall be per percent complete for work authorized by the **County**. The **Consultant** shall invoice based on the percent of work completed during the billing period. Upon completion by the **Consultant** of the work and approval thereof by the **County**, the **County** will pay the **Consultant** a sum equal to one hundred percent (100%) of the compensation approved for the completed work, not to exceed the contract amount for each phase of work, less the total of all previous partial payments paid or in the process of payment except as otherwise stated below for Water and Sewer design services.

Compensation for design services for the **CCWS** shall be invoiced based on the sum of actual costs incurred in the performance of the work, including all direct, payroll, overhead, and profit costs in an amount not to exceed the compensation set forth herein for the Water and Sewer Plans Phase.

SECTION 8. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Cobb County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

SECTION 9. CONTRACT TERMINATION FOR CAUSE

The **County** may terminate this Agreement for cause upon ten (10) days prior written notice to the **Consultant** in part or in whole upon the **Consultant's** default in the performance of any term of this

Agreement. Such termination shall be without prejudice to any of the **County's** rights or remedies provided by law.

The **Consultant** shall be paid for any validated services under this Agreement up to the time of termination.

SECTION 10. TERMINATION FOR CONVENIENCE

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

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

SECTION 11. TERMINATION FOR FUND APPROPRIATION

The **County** may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the **Consultant**. In the event of the **County's** termination of this Agreement for fund appropriation, the **Consultant** will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant which shall itemize each element of performance and said completion shall be subject to verification by the **County**.

SECTION 12. PERSONNEL

The **Consultant** represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement, none of whom shall be employees of, or have any contractual relationship with, the **County**. Primary liaison with the **County** will be through its designee. If the project includes **CCWS** work, the **Consultant** shall identify, in writing, a water/sewer project manager responsible for direction and coordination of this portion of the project. All of the services required hereunder will be performed by the **Consultant** under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

All professional personnel, including subcontractors, engaged in performing services for the **Consultant** under this Agreement are indicated in personnel listing attached hereto as **Exhibit C**, and incorporated herein by reference. No changes or substitutions shall be permitted in the **Consultant's** key personnel as set forth herein without the prior approval of the Director or his designee.

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

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

SECTION 13. DISADVANTAGED BUSINESS ENTERPRISE AND SMALL BUSINESS PARTICIPATION

Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation in all DOT contracts is encouraged. Contractors must submit a DBE and Small Business participation reports to the **County** prior to beginning work on a project and a final DBE report must be submitted at the end of a project. **Monthly DBE and Small Business utilization reports must be submitted with each monthly invoice.** A final DBE report must be submitted at the end of the project. If DBE participation changes during the course of a project, an updated participation report must be submitted to the **County** at the time of such change. No Small business reports are currently required; however, this is subject to change at the County's discretion.

SECTION 14. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this **Agreement**, the **Consultant** agrees as follows: (1) the **Consultant** will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability; (2) the **Consultant** will, in all solicitations or advertisements for employees placed for qualified applicants, provide applicants consideration for employment without regard to race, creed, color, sex, national origin, age or disability; (3) the **Consultant** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the **Agreement** so that such provision will be binding upon each subconsultant, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

SECTION 15. ASSIGNMENT

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

SECTION 16. WAIVER

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

SECTION 17. SEVERABILITY

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

SECTION 18. GOVERNING LAW

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

SECTION 19. MERGER CLAUSE

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

SECTION 20. ANTI-KICKBACK CLAUSE

The **Consultant** hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

SECTION 21. AUDITS AND INSPECTORS

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

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

SECTION 22. CONFIDENTIALITY

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

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

It is further agreed that if any information concerning the project, its conduct, results, or data gathered or processed should be released by the **Consultant** without prior approval from the **County**, the release of same shall constitute grounds for termination of this Agreement without indemnity to the **Consultant**, but should any such information be released by the **County** or by the **Consultant** with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

SECTION 23. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of **Consultant**.

CONSULTANT:

TYPE FIRM NAME _____

By: _____

Printed Name: _____

Title: _____

Date: _____

[CORPORATE SEAL]

ATTEST:

By: _____

Printed Name: _____

Title: _____

**COBB COUNTY
BOARD OF COMMISSIONERS**

Timothy D. Lee, Chairman

Date: _____

[COUNTY SEAL]

ATTEST:

By: _____
County Clerk

APPROVED AS TO FORM:

DEPARTMENT OF TRANSPORTATION

By: _____

Printed Name: _____

Title: _____

COUNTY ATTORNEY'S OFFICE

EXHIBIT A

Task Order Scope of Services and Fee Schedule
to be provided with each Task Order Work Authorization

EXHIBIT B

Project Schedule

to be provided with each Task Order Work Authorization

EXHIBIT C

Personnel Listing

EXHIBIT D

DBE Participation Form
to be provided with each Task Order Work Authorization

EXHIBIT E

General Assurances

EXHIBIT E
GENERAL ASSURANCES

I. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONSULTANT acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of Cobb County. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above provisions of this Agreement shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

II. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

CONSULTANT acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02.

- A. That affidavits in the required form be executed from a CONSULTANT (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
- B. That the CONSULTANT (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the COUNTY prior to the commencement of any work under this Agreement or subcontract;
- C. That the CONSULTANT (or any subcontractor, regardless of tier) notify the COUNTY within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
- D. That the CONSULTANT be responsible for obtaining and providing to the COUNTY the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” required under these COUNTY’S “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under this Agreement prior to the commencement of any work under the contract or any subcontract;
- E. That COUNTY reserves the right to dismiss, or require the dismissal of, any CONSULTANT or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- F. That CONSULTANT and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb COUNTY for immigration compliance and further provide notice that the COUNTY reserves the right to dismiss, or require the dismissal of, any CONSULTANT or subcontractor

for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

- G. That failure to comply with any of the requirements and procedures of the COUNTY (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by COUNTY or State officials upon request; and/or failure to continue to meet any of the statutory or COUNTY obligations during the life of the Agreement) shall constitute a material breach of the Agreement and shall entitle the COUNTY to dismiss CONSULTANT or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;
- H. That upon notice of a material breach of these provisions, the CONSULTANT (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the COUNTY shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

**NON-CONFLICT OF INTEREST
CERTIFICATION**

I, _____, as the legal representative of _____, do certify that we will not perform any type of engineering services for property owners adjacent or contiguous to any road project assigned by Cobb County, during the active life of such a project. Further, I additionally certify that if we already have an engineering agreement(s) with property owner(s) adjacent or contiguous to a road project assigned by Cobb County, we will either reject the **County** assignment, or cancel the property owner agreement already in effect if so directed by Cobb County Board of Commissioners. In no case will our firm utilize our knowledge of the ongoing Cobb County Road Improvement Program for professional gain during the active life of such program.

Name

Title

Date

Witness

Name

Title

Date

[CORPORATE SEAL]

**STATE OF GEORGIA
COUNTY OF COBB**

**COMPETITIVE PUBLIC WORK AFFIDAVIT
(O.C.G.A. §36-91-21)**

The undersigned, an officer of _____, hereby certifies in connection with the award of this Contract with Cobb County that the undersigned did not by itself, its agents, employees, representatives, contractors, or otherwise, prevent or attempt to prevent competition in the procurement or selection for such Contract by any means whatsoever. The undersigned further certifies that in the procurement of this work no attempt was made by the undersigned, its agents, employees, representatives, contractors, or otherwise to prevent or endeavor to prevent any person or entity from attempting to procure work by any means whatsoever, nor was any attempt made to procure or induce any other person or entity to withdraw a request for the said work.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and its seal this the _____ day of _____, 201__.

By: _____

Title: _____

Witness

Name

Title

Date

[CORPORATE SEAL]

Appendix A
Title VI Assurances for Consultants, Contractors,
Subcontractors, Suppliers and Manufacturers
Page 1 of 2

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agree as follows:

1. *Compliance with Regulations*

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination*

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, disability, or age in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurement of Materials and Equipment*

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, national origin, disability, or age.

4. *Information and Reports*

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Cobb County, Georgia, Department of Transportation (Cobb DOT) or the Georgia Department of Transportation (GDOT) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Cobb DOT, or GDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

Appendix A
Title VI Assurances for Consultants, Contractors,
Subcontractors, Suppliers and Manufacturers
Page 2 of 2

5. *Sanctions for Noncompliance*

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Cobb DOT and GDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

The Contractor shall take such action with respect to any subcontractor or procurement as Cobb DOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Cobb DOT to enter into such litigation to protect the interests of Cobb DOT and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The Contractor represents that it employs:

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

(Contractor must initial appropriate category).

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

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

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

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

SEE AFFIDAVIT ON THE FOLLOWING PAGE

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any proposal requiring the performance of physical services. If the affidavit is not submitted with the proposal, proposal will be determined non-responsive and will be disqualified.

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

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

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

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

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

Notary Public Commission Expires: _____

(Effective 9/20/2013 Supersedes All Previous Versions)

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

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

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

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

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

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

Notary Public Commission Expires: _____

(Effective 9/20/2013 Supersedes All Previous Versions)

IMMIGRATION COMPLIANCE CERTIFICATION
(To be completed by Contractor and all Subcontractors)
(EXHIBIT A-2)

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

<i>(Project Name/Description)</i>		

I further certify to Cobb County, Georgia the following:

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

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

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

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

Notary Public Commission Expires: _____

(Effective 9/20/2013 Supersedes All Previous Versions)