



# COBB COUNTY DEPARTMENT OF TRANSPORTATION

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1890 County Services Parkway  
Marietta, Georgia 30008-4014  
(770) 528-1600 • Fax: (770) 528-1601

## REQUEST FOR PROPOSALS

**Date: October 14, 2016**

**To: Qualified Engineering Consulting Firms**

**Re: Request for Proposals for Engineering Consulting Services  
I-20 Eastbound Ramps at Riverside Parkway– Roadway Improvements  
Cobb County Project No. X2409**

The Cobb County Department of Transportation is requesting non-cost technical proposals for Engineering Consulting Services for the above referenced project.

Selection Process 1, Competitive Negotiations, as defined in the Cobb County *Policy for the Procurement of Professional Services*, will be used to select the highest qualified consultant submitting a proposal for this project. A copy of the Procurement Policy can be found on the Cobb County DOT website under Consultant Resources, see the following link.

[http://www.cobbcounty.org/index.php?option=com\\_content&view=article&id=889&Itemid=600](http://www.cobbcounty.org/index.php?option=com_content&view=article&id=889&Itemid=600)

Funding for this project is entirely local funding from the 2016 One Percent Special Purpose Local Option Sales Tax or from Cobb County General Funds and is therefore exempt from conforming to the Georgia Department of Transportation's Plan Development Review Process.

**All engineering services shall be in accordance with CCDOT's Engineering Design Procedures, the applicable guidelines of the American Association of State Highway and Transportation Officials, GDOT's Standard Specifications for the Construction of Transportation Systems, project schedules, Plan Presentation Guide and all other applicable CCDOT guidelines. Any local funded project will not be sent to GDOT for review.**

### **PREQUALIFICATION CRITERIA**

**All Consultants, including subconsultants, should be pre-qualified with Georgia Department of Transportation OR Cobb County Department of Transportation. Prequalification with Georgia Department of Transportation is accepted as prequalification with Cobb County, and no additional submission is necessary. For those firms without Georgia Department of Transportation prequalification, Cobb County Department of Transportation prequalification is required. Additionally, prequalification will be required prior to contract award but not prior to proposal submittal.**

**Prime Consultant - Area Class Required:**

3.02 Two – lane or Multi-lane Urban Roadway Design

Prime Consultant and/or Subconsultants - Area Class Required:

|         |  |
|---------|--|
| 1.06(e) | Ecology  |
| 3.06    | Traffic Operations Studies                       |
| 3.07    | Traffic Operations Design                        |
| 5.01    | Land Surveying                                   |
| 5.02    | Engineering Surveying                            |
| 6.01(a) | Soil Survey Studies                              |
| 9.01    | Erosion Sedimentation and Pollution Control Plan |

**PROJECT COMMUNICATION RESTRICTION**

Consultants shall not communicate or request information about this project with any Cobb County employee staff members or Board of Commissioners members except during the written question/comment period, or as provided by any existing consultant agreement/s. This restriction is in effect beginning from the advertisement date until the project is awarded by the Board of Commissioners.

**PROJECT LIMITS AND OVERVIEW**

This proposed project includes safety and operational improvements consisting of turn-lanes, signal installation, sidewalk, way-finding signage and realignment of South Service Rd to align across from Word of Faith Family Worship Cathedral driveway/main-entrance. The approximated project limits are Riverside Pkwy from Harbor Way to I-20 EB ramps. Way-finding signage will be installed to direct tourist to Six Flags over Georgia park. Please note project limits for way-finding signage will be determined during Concept phase and may fall outside the approximated projects limits as defined in this RFP. It is anticipated a signal will be installed at the newly realigned South Service Rd at Riverside Parkway.

**GENERAL SCOPE OF SERVICE**

Engineering Consulting Services shall be furnished in accordance with the Cobb County Department of Transportation's Consultant Services Agreement, the current Engineering Design Procedures Manual located online at <http://dot.cobbcountyga.gov/Consultant/Index.htm>, and the Cobb County Water System's Water and Sewer Specifications.

Services sought by this Request for Proposal shall include the following:

- A. Survey Database
- B. Concept Design
- C. Preliminary Design/Plans
- D. Right of Way Design/Plans
- E. Final Design/Plans
- F. Environmental Screening ((Identify natural and cultural resources and permitting requirements for the project; provide appropriate documentation to State and Federal agencies if required).

The proposer will be responsible for preparing utility plans. However, Cobb County DOT Utility Coordinator will be responsible for utility coordination/submittals, relocation agreements, and encroachment agreements. Water and sewer work on this project will be coordinated with the Cobb County Water System. Cobb County Water System will be responsible for all design work to

their facilities. The consultant will be responsible for incorporating the water and sewer plans into the final construction plan set, and the appropriate pay items and quantities into the detailed estimate and bid documents. The ability to perform water and sewer work is **not** considered in the proposal evaluation process.

Cobb County DOT will make available the County Geographic Information System (GIS) data specific to this project for use in developing the concept and design to the successful proposer after the contract for this project is awarded to the successful proposer. Firms desiring to use CobbCounty aerial photography in the preparation of their proposals can view and/or print copies of the photography from the online GIS website at [www.cobbgis.org/maps](http://www.cobbgis.org/maps), or can purchase the data from the Cobb County GIS Core Group.

### **SUBMITTING PROCEDURES**

If your firm is interested in submitting a non-cost technical proposal for this project, please provide **eight (8) copies (1 original and 7 copies are acceptable)** of the technical proposal as indicated below. The technical proposal shall cover the following and be formatted in the listed order: **1) Staffing, 2) Experience and Performance, 3) Approach, 4) Availability/Project Schedule and Local Vendor Presence.** See the "Evaluation Criteria" section of this RFP for information to be included for each of these criteria areas.

The technical proposal shall be limited to twenty (20) pages. **Proposals submitted in excess of twenty (20) pages will not be reviewed.** The following items will be considered part of the twenty (20) page limit: cover letter, resumes, promotional information, drawings or illustrations (i.e. typical sections), maps, reference letters, proposed concepts, pictures, project information sheets, and litigation history. **Litigation History is only required for the Prime Firm.** An 11" x 17" page folded to 8-1/2" x 11" will count as one page up to a maximum of five (5) 11" x 17" pages per proposal. The following items **DO NOT** count toward the twenty (20) page limit: Proposal Cover, Table of Contents, Dividers, Financial Stability Information, Local Vendor Presence Affidavit, Georgia Security and Immigration Compliance Act Forms, and GDOT Pre-Qualification Notifications.

The technical proposals shall be sealed in an envelope or box with your firm's name and **"PROPOSAL FOR I-20 EASTBOUND RAMPS AT RIVERSIDE PARKWAY– ROADWAY IMPROVEMENTS, PROJECT NO. X2608"** clearly marked on the front.

**Pre-Proposal Conference**      **None**

**Deadline for Written Questions** **November 7, 2016, 12:00 Noon**  
Email: [Purchasing@cobbcounty.org](mailto:Purchasing@cobbcounty.org)

**Proposal Submittal**                      **November 10, 2016, 12:00 Noon**  
Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060

**Proposal Opening**                      **November 10, 2016, 2:00 p.m.**  
Cobb County Purchasing

122 Waddell Street  
Marietta, GA 30060

**Proposals submitted after the 12:00Noon deadline shall be considered non-responsive and will not be opened. DO NOT DELIVER PROPOSAL TO THE COBB COUNTY DEPARTMENT OF TRANSPORTATION OFFICE.**

### **EVALUATION CRITERIA**

The technical proposals will be evaluated and ranked, with the three top-ranked proposals presented to the Board of Commissioners for approval for the Cobb County Department of Transportation to negotiate the final scope of services and fee with the Consultant submitting the top-ranked proposal. The evaluation of the technical proposals will be based on the following criteria:

1. Staffing – Evaluation of the list of personnel specifically assigned (prime and subconsultants) to the proposed project, including their qualifications, overall experience and recent experience on projects of similar scope and complexity to the proposed project. **(25 points)**
2. Experience/Performance – Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years, including for each case: style of the case, parties to the litigation, court in which litigation was filed, and civil action number; nature of claims; whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict); overall responsiveness to County's needs. **(35 points)**
3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. **(25 points)**
4. Availability and Local Vendor Presence **(10 points)**
  - (a) Availability and Schedule **(7 points)**

Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; proposed project schedule/time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County.

(b) Local Vendor Presence **(Prime Only)(3 points)**

- (i) Five (5) **qualitative** evaluation criteria points will be given to each local vendor that meets approved qualifications where the estimated cost of professional services is expected to be between \$50,000.00 and \$100,000.00.
- (ii) Three (3) **qualitative** evaluation criteria points will be given to each local vendor that meets the approved qualifications where the estimated cost of professional services is expected to exceed \$100,000.00.

**The Local Vendor Presence Affidavit is attached and required by the PRIME (only) that qualify and meet the criteria as stated in Cobb's "Policy for Procurement of Professional Services". This policy can be found online <http://dot.cobbcountyga.gov/Consultant/Index.htm>.**

5. Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with the Proposal (1 point). A maximum of 5 points may be awarded. Finance will notify the selection committee of points to be awarded to the top proposers. **(5 points)**

The Proposer is to submit the following ratios (accompanied by a letter from a CPA verifying review of financial ratios), which will be used to rank Financial Stability:

| <b>Financial Evaluation of Bidder</b> |  |          |   |
|---------------------------------------|--|----------|---|
| <b>Liquidity Ratios</b>               |  |          |   |
| Current Ratio                         |  |          | Current Assets/ Current Liabilities             |
| Cash Ratio                            |  | 1        | Cash and Cash Equivalents / Current Liabilities |
| <b>Financial Leverage Ratios</b>      |  |          |   |
| Debt Ratio                            |  |          | Long Term Debt / Total Assets                   |
| Debt to Equity Ratio                  |  | 2        | Long Term Debt / Total Equity                   |
| <b>Profitability Ratios</b>           |  |          |   |
| Return on Assets                      |  |          | Net Income / Total Assets                       |
| Return on Equity                      |  | 1        | Net Income / Total Equity                       |
| <b>Audited or Reviewed</b>            |  | 1        |   |
| <b>Total Points</b>                   |  | <b>5</b> |   |

If the Proposer provides a performance bond, the five (5) points associated with Financial Stability will automatically be awarded.

If the top proposer receives two (2) points or less the County will hold 10% retainage until the project is 50% complete, 5% retainage until the project is 90% complete, and 2.5% retainage until the project is 100% complete. Vendors may submit their financials in a separate sealed envelope but that does not exempt the financials from public disclosure. All documents will be available for public inspection after the contract has been awarded.

**GENERAL TERMS**

The successful proposer shall be required to sign as part of the terms and conditions of their being engaged by the County the following statements regarding Conflict of Interest, Contingency Fees, and Certification of Subcontractors:

- A. **CONFLICT OF INTEREST** -The Consultant certifies that, to the best of the Consultant's knowledge, no circumstances exist which will cause a Conflict of Interest in performing the

services required by this contract, that no employee of the County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of the Consultant or his Subcontractor(s), and that no person associated with the Consultant or the Consultant's Subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

Should the Consultant become aware of any circumstances which may cause a Conflict of Interest during the term of this contract, the Consultant shall immediately notify the County. If the County determines that a Conflict of Interest exists, the County may require that the Consultant take action to remedy the Conflict of Interest or terminate the agreement without liability. The County shall have the right to recover any fees paid for services rendered by the Consultant which were performed while a Conflict of Interest existed if the Consultant had knowledge of the Conflict of Interest and did not notify the County within one (1) week of becoming aware of the existence of the Conflict of Interest.

- B. PROHIBITION AGAINST CONTINGENT FEES – The Consultant warrants that the Consultant nor the Consultant's Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the consultant or Subcontractor(s) to solicit or secure this Agreement and that the Consultant nor the Consultant's Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or the Consultant's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- C. CERTIFICATION OF SUBCONTRACTORS. The Consultant shall require each of the Consultant's Subcontractor(s) to sign a statement certifying to and agreeing to comply with the terms and conditions of A. and B. above. Such signed statements shall be on forms provided by the County. The Consultant shall return such executed forms to the County and they shall be incorporated in and become a part of the Agreement. No compensation shall be payable to the Consultant until executed certifications are received by the County for all of the Consultant's Subcontractors.

The Cobb County, Georgia, Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, disability, or age in consideration for an award.

The Consultant and their subcontractor(s) are required to be in compliance with the "*Georgia Security and Immigration Compliance Act*." The Consultants must execute and submit *Evidence of Compliance, Contractor Affidavit and Agreement, Subcontractor Affidavit and Agreement*, if applicable, and *Immigration and Compliance Certification* forms (attached) as part of their proposal.

Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation (SBP) in all DOT contracts is encouraged. Contractors must submit a DBE participation report 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 reports must be submitted with each monthly invoice. 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.

Cobb County reserves the right to reject any or all proposals submitted, or, where it may serve the best interest of the County, to request additional information or clarification from proposers. The County, in its sole discretion, also reserves the right to waive any informalities or technicalities relative to any and all proposals. At the County's discretion, presentations may be requested as part of the evaluation process. The County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether the proposal is selected.

There is no expressed or implied obligation for CobbCounty to reimburse any firm for any expense incurred in preparing or presenting a proposal in response to this request for proposals.

**Any questions must be received no later than Monday, November 7, 2016 by 12:00 noon. All questions should be sent via email to [Purchasing@CobbCounty.org](mailto:Purchasing@CobbCounty.org). DO NOT CONTACT OR SEND QUESTIONS TO COBB DOT.**

Sincerely,

**COBB COUNTY DEPARTMENT OF TRANSPORTATION**



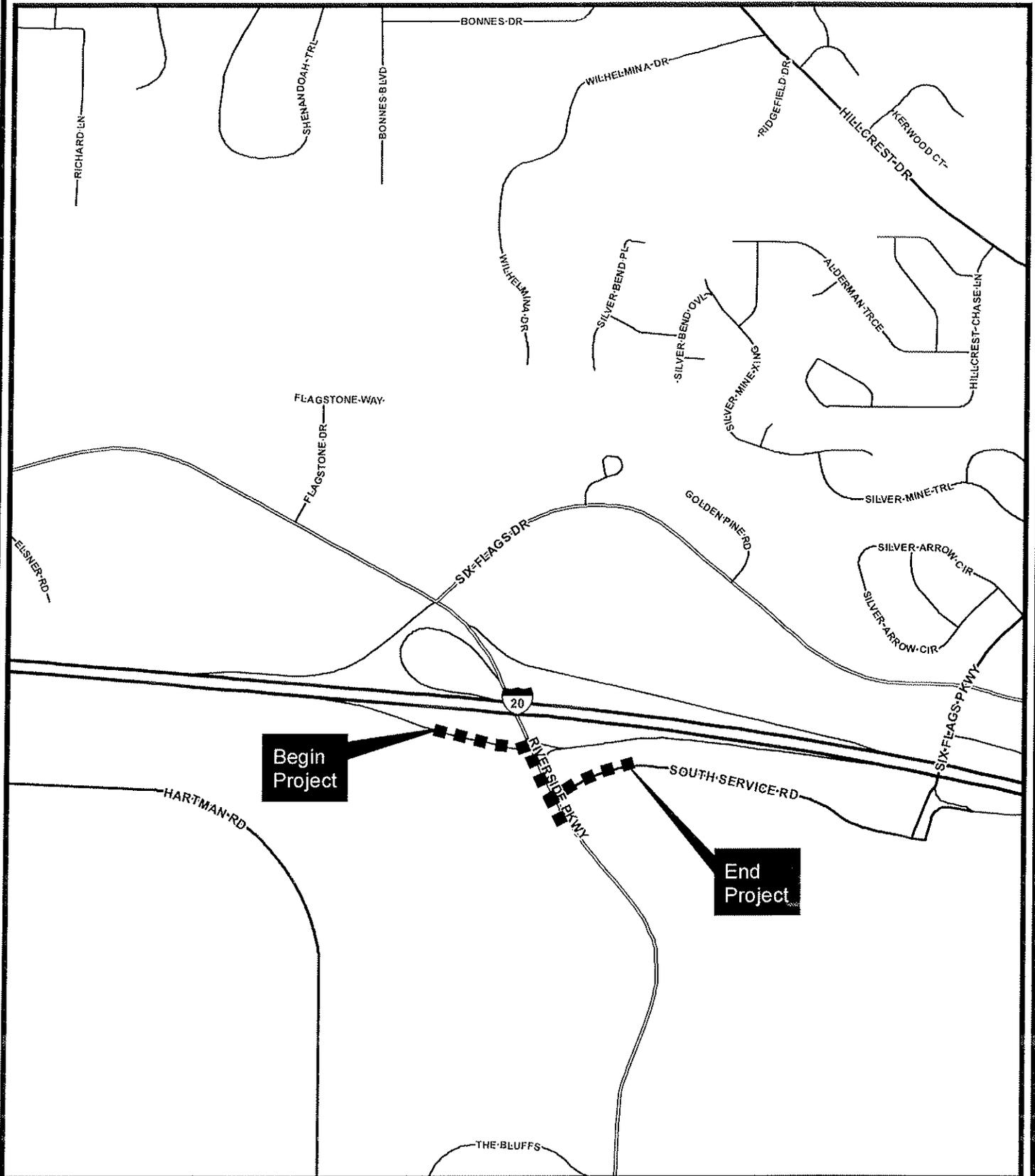
Michael L. Francis, PE  
Preconstruction Engineer

MLF

Attachment: Project Location Map  
Attachment A – Georgia Security and Immigration Compliance Act Forms

Cc: Jim Wilgus, P.E., Director CCDOT (electronic copy)  
Russ Ford, P.E., Project Manager CCDOT (electronic copy & hard copy)  
Purchasing (electronic copy & hard copy)  
Project File

# LOCATION MAP



Cobb County  
Department of Transportation

PROJECT:  
I-20 Ramps at Riverside Parkway  
Project No. X2409

DATE:  
October 14, 2016



Notes: Commission District 4

**Local Vendor Presence Affidavit**

By executing this affidavit, the undersigned vendor verifies that Cobb County may require additional documentation upon award or consideration of award regarding the applicant's qualifications for LVP status. This documentation may include but is not limited to information demonstrating: (1) the applicant has a physical office located within the geographical boundaries of Cobb County or a municipality located within the geographical boundaries of Cobb County for one (1) or more years; (2) the applicant has a current Cobb County Occupation Tax Certificate (or its equivalent from a Cobb municipality) on the closing date of solicitation for which a qualified bid has been submitted; and (3) the applicant has no outstanding or unresolved taxes, fees, fines or penalties with Cobb County or one of its municipalities. The applicant understands that failure to provide requested information may result in the County finding the applicant ineligible for the LVP program.

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature of LVP Applicant

\_\_\_\_\_  
Printed Name of LVP Applicant

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_.

**NOTARY**  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

**ATTACHMENT A**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE  
FORMS AND AFFIDAVITS**

*(TO BE COMPLETED AND SUBMITTED WITH PROPOSALS)*

**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 A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that 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 A-1) 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 A-2) 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:

\_\_\_\_\_  
*(Project Name/Description)*

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

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)*