



Request for Proposals

PLANNING ASSISTANCE FOR: REGIONAL TRAIL AND BICYCLE FACILITIES NETWORK, SOUTH METRO TRAIL AND BICYCLE FACILITIES NETWORK, AND FLINT RIVER TRAIL

Questions and Responses

(Additional Responses Added on 10/21/25)

The Atlanta Regional Commission (ARC) is seeking proposals from firms or teams of firms (the Consultant) experienced in transportation policy, active transportation planning and landscape architecture to support ARC in developing three interrelated but distinct plans:

1. Regional Trail and Bicycle Facilities Network Plan (Regional Plan)
2. South Metro Trail and Bicycle Facilities Network Plan (South Metro Plan)
3. Flint River Trail Plan (Flint Trail Plan)

These plans will serve as a comprehensive update and strategic vision for expanding the region's trail and bicycle facility network. Each plan will have its own purpose, constituencies, and deliverables.

The Scope of Service for the work is attached as Exhibit A and provides information regarding the level of effort required as well as specific tasks to be accomplished.

Interested firms were invited to submit a proposal that addresses the requirements defined in a Request for Proposals (RFP) released on Wednesday, October 1, 2025. ARC hosted an online pre-bid conference from 10:00 to 11:00 AM ET on Tuesday, October 7, 2025. Participants were invited to submit questions during the conference, or via email to ARC staff through 4:00 PM ET on Monday, October 13, 2025. Responses to all questions received are provided below, organized to align with the general structure of the RFP. The individual/firm asking each question has been anonymized.

I. Proposal Submittal Deadline

- 1. Given the size and complexity of this project's scope, would ARC consider a two-week extension of the RFP deadline?**

We are extending the deadline for proposals. ARC must receive your proposal in digital format, either in Microsoft Word or PDF format, in this Dropbox folder (<https://www.dropbox.com/request/6E78gO69bDmAxlUfCh>) no later than 4:00 PM EST on November 13, 2025. The entire proposal must be contained in a single file.

- 2. Can there be a 90-day expansion put toward the deadline of the RFP?**

We are extending the deadline for proposals. ARC must receive your proposal in digital format, either in Microsoft Word or PDF format, in this Dropbox folder (<https://www.dropbox.com/request/6E78gO69bDmAxlUfCh>) no later than 4:00 PM EST on November 13, 2025. The entire proposal must be contained in a single file.

II. Content and Organization of Proposal

- 1. Is an 11x17-sized page permitted for the organizational chart if we count it as two pages?**

An organizational chart will count as one page in 11x17 format.

- 2. Are firms allowed to use 11 x 17 sized pages for both their organizational chart and schedule?**

An organizational chart will count as one page in 11x17 format. A schedule will count as one page in 11x17 format.

- 3. If firms are allowed to use 11x17 paper for both the organizational chart and schedule, can ARC confirm that this will count as one page?**

All pages of a schedule and organizational chart in 11x17 format will count towards the page limit.

- 4. If included, would a table of contents count towards the overall page limit?**

All pages of a table of contents will count towards the page limit.

- 5. If included, would section dividers count towards the overall page limit?**

Section dividers don't count towards the page limit.

- 6. In the RFP, does the notion of a bicycle facilities network (paths and trails) expand to include bicycle parking and e-bike charging infrastructure possibilities at end destination locations?**

Bicycle and e-bike charging infrastructure may be addressed, as appropriate, as part of Task 11, Task 12, and Task 15.

7. Please confirm the table on page 37 of the RFP is not a part of the Exhibit C, DBE Utilization Plan forms.

Page 37's task list is not part of Exhibit C.

III. DBE and Contract Forms (answers added on 10/21/25)

1. Based on the new DBE guidance issued from USDOT and GDOT, does ARC intend to maintain the DBE goal stated for this contract in the RFP?

The Atlanta Regional Commission (ARC) does intend to maintain its current Disadvantage Business Enterprise (DBE) requirements and participation goals as stated in the Request for Proposals (RFP). Please refer to the RFP document for specific details regarding DBE participation, certification requirements, and submission documentation

2. If ARC does not maintain the stated DBE goal, should firms exclude Exhibit C, DBE Utilization Plan, from their proposal?

Please see response to Question 1.

3. Please confirm that the DBE Utilization Plan form should be signed by the DBE subcontractor and not the prime.

The DBE Utilization Plan must be signed and verified by the subconsultant to confirm that both parties agree to the plan and the amount identified within it, should the agency award a contract to the prime consultant. This document must be included in the prime consultant's submission as part of their response package.

4. Can ARC please confirm that there are no contract forms in Exhibit D that need to be submitted with the proposal at this time.

Forms within Exhibit D of the RFP must be submitted with the proposal. If awarded a contract, the forms will be included. A sample contract draft of ARC's Consultant Services agreement is provided for reference. Note this is a sample document subject to change by ARC.

5. Which of the following three forms are required to be submitted by subconsultants?

- **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions and Lobbying**
- **Georgia Security and Immigration Compliance Act Affidavit - Contractor Affidavit**
- **Contractor/Vendor Information**

This is to clarify the requirements pertaining to subconsultant documentation. Subconsultants are required to provide all necessary information and supporting documentation directly to the prime consultant for recordkeeping purposes. Subconsultants are not required to submit these materials to the contracting agency.

Please be advised that while both the prime consultant and all subconsultants must comply with the terms and conditions established under the agency's contract, the contractual agreement exists solely between the prime consultant and the agency.

It should also be noted that the agency reserves the right to request subconsultant documentation at any time for verification or audit purposes.

CONSULTANT AGREEMENT¹

THIS AGREEMENT, entered into as of the ____ day of _____, 202_, by and between _____ of _____ [City & State] (hereinafter referred to as the “Consultant”) and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as “ARC”).

WITNESSETH THAT:

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

WHEREAS, Consultant desires to render such services in connection with the Project.

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

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

¹ This is sample document subject to change by the Atlanta Regional Commission.

ARC with such documentation as ARC's Executive Director or her authorized agent shall require, regarding the method Consultant used in selecting its subcontractor. Consultant acknowledges that if work or services to be performed under this Agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. Consultant agrees to abide by such regulations in its selection procedure.

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

If Consultant is found not to be in compliance with this Paragraph 6, Consultant will be considered in breach of contract, and any further payments will be withheld until corrective action is taken. If Consultant does not take corrective action, Consultant may be subject to contract termination.

7. Assignability. Consultant shall not assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this Agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of Consultant's compensation shall be incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of ARC only by ARC's Executive Director and, if necessary, ARC's Chair.
9. Insurance. Consultant shall have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall, at least, include workers' compensation, public officials' liability and property damage coverages.
10. Indemnification. Consultant shall hold harmless and indemnify ARC, its officers, directors, and employees from and against any and all liability, loss, damages, costs including reasonable attorneys' fees, or expenses which ARC may incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of Consultant, its employees, or any subcontractor of Consultant. The indemnification obligations of this Paragraph 10 shall survive the termination of this Agreement.
11. Formal Communication. Formal communications regarding this Agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

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

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

12. Reports. Consultant shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by Consultant during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this Agreement, Consultant agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Review and Coordination. To ensure adequate assessment of Consultant's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. Consultant may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Consultant shall be given reasonable written notice of such meetings.
15. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for Consultant under this Agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in Consultant's office or where data is normally accumulated. Approval and acceptance of such material shall not relieve Consultant of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
16. Maintenance of Cost Records. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this Agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. Consultant

shall include the provisions of this Paragraph 16 in any subcontract executed in connection with this Project.

17. No Obligation by the Federal Government. ARC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ARC, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

18. Status as Independent Consultants. Nothing contained in this Agreement shall be construed to constitute Consultant or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent consultant.
19. Consultant's Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve (12) month period immediately prior to the date of this Agreement, except with the express prior written consent of ARC. Further, Consultant agrees that no such former ARC employees shall be involved in any way with the performance of this Agreement, without the express prior written approval of ARC.
20. Rate of Employee Compensation. The rate of compensation for work performed under this Agreement by a staff member or employee of Consultant shall not exceed the compensation of such person that is applicable to his or her other work activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
21. Interest of Consultant. Consultant covenants that neither Consultant, nor anyone controlled by Consultant, controlling Consultant, or under common control with Consultant, nor its agents, employees or contractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of Consultant's service hereunder in an impartial and unbiased manner. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant as an agent, contractor or otherwise. If Consultant contemplates taking some action which may constitute a violation of this Paragraph 21, Consultant shall request in writing the advice of ARC, and if ARC notifies Consultant in writing that Consultant's contemplated action will not constitute a violation hereof, then

Consultant shall be authorized to take such action without being in violation of this Paragraph 21.

22. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
23. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this Agreement or to any benefits to arise herefrom.
24. Compliance with Requirements of the Concerned Funding Agencies. Consultant shall be bound by the applicable terms and conditions of the grant contract between ARC and the Concerned Funding Agencies which said grant contract is on file in the offices of ARC and is hereby made a part of this Agreement as fully as if the same were attached hereto. ARC will notify Consultant in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
25. Federal Changes. Consultant shall at all times comply with all applicable U.S. DOT regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement.
26. Rights in Documents, Materials and Data Produced. For purposes of this Agreement, "data" includes, but is not limited to, writings, sound recordings, computer programs, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to Consultant other than as provided in this Agreement. Consultant acknowledges that matters regarding rights to inventions and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the Concerned Funding Agencies.
27. Data and Software Licensing. During performance of the work covered by this Agreement, ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to Consultant that have been obtained from various sources under specific licensing agreements. Consultant acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for Consultant or its subcontractors to use the data or software for the work covered by this Agreement only. Consultant shall not redistribute, republish or

otherwise make this data or software available to any party not covered by this Agreement. Consultant or any subcontractors shall not use this data or software for any work not covered by this Agreement. Consultant further acknowledges that upon completion of the Project covered by this Agreement, all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on Consultant's or subcontractor's computer systems will be removed.

28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by Consultant within thirty (30) calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
29. Assurances. Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. Also, Consultant gives assurance and certifies with respect to this Agreement that:
 - a. For all agreements:
 - i. It possesses legal authority to apply for this Agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of Consultant's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Consultant to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of Consultant is authorized to execute an agreement incorporating the terms of its application.
 - ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. Consultant shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

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

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

Consultant agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this Paragraph 29.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. Consultant agrees that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- xi. Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Consultant further agrees to include the provisions contained in the forgoing Paragraph 29 in each subcontract for services hereunder.

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

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

- i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the “American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped,” Number A117 1-1961, as modified (41 CFR 101 – 17.703). Consultant will be responsible for conducting inspections to ensure compliance by Consultant with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
- i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857 (h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
30. Certifications.
- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this Agreement shall be used to pay the salary or expenses of any Consultant, or agent acting for Consultant, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
 - b. Debarment and Suspension. Consultant agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
 - c. Drug-Free Workplace. Consultant agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier contractors.
 - d. Consultant agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.
31. Other Requirements. In addition to other requirements of this Agreement, Consultant agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, Consultant further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this Agreement fully as if the same were attached hereto.

Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by Consultant

to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

32. Termination for Mutual Convenience. ARC or Consultant may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this Agreement. ARC shall allow full credit to Consultant for the ARC share of the non-cancelable obligations, properly incurred by Consultant prior to termination.
33. Termination for ARC Convenience. ARC may terminate this Agreement, in whole or in part, at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all information and material produced or collected under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this Agreement is terminated by ARC as provided in this Paragraph 33, Consultant will be reimbursed for the otherwise allowable actual expenses incurred by Consultant up to and including the effective date of such termination, as authorized in Attachment B. Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in project costs.
34. Termination for Cause. If Consultant, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, ARC shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all information and materials collected or produced under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed under the scope of services up to and including the effective date of termination as authorized in Attachment B. Notwithstanding the foregoing to the extent provided by law, Consultant shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this Agreement by Consultant and ARC may withhold any payments to Consultant for the purpose of set-off for damages caused by Consultant's breach, until such time as the exact amount of damages to ARC from Consultant is determined.

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

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

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

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

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

38. Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this Agreement to the extent feasible.
39. Authority. The individuals executing this Agreement on behalf of Consultant and ARC do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.
40. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.
41. Waiver. The failure of ARC to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.
42. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
43. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

*[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]*

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

ATTEST:

By:

Title:

ATLANTA REGIONAL COMMISSION

ATTEST:

ARC Assistant Secretary

Executive Director

Chair