

REQUEST FOR PROPOSALS

2024 Atlanta Regional Freight Mobility Plan

The Atlanta Regional Commission (ARC) is seeking proposals from firms or teams of firms experienced in transportation policy and planning to support ARC in developing the 2024 Atlanta Regional Freight Mobility Plan. This Plan serves as the guiding planning document to support the region's freight and goods movement strategies. 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.

ARC intends to award an initial contract or contracts for work from Q2 of 2022 through Q3 of 2024. It is anticipated that available funds for the project will be approximately \$1,500,000. Any award for this project is contingent upon ARC receiving adequate funding for this purpose from the Georgia Department of Transportation. Interested firms should submit a proposal that addresses the factors listed below and the scope of services in Exhibit A. The Consultant must provide a detailed breakdown of the proposed budget in the format of Exhibit B as well as a breakdown by task in the format of Exhibit B-1.

Firms or teams of firms must respond to this RFP with written proposals as well as electronic versions of their proposals in either a PDF file or Microsoft Word compatible word processing format. Proposal evaluation will focus initially on the written proposals. Should it be determined that interviews are required, a "short list" of firms will be selected from the proposals received. ARC will confirm an interview time with those firms selected for an interview. ARC reserves the right to award this contract or contracts based on initial proposals received without formal interviews.

ARC anticipates that a contract will be awarded in Q2 of 2022. All work activities must be completed by September 30, 2024. The successful firm or team of firms should be prepared to begin work immediately. ARC reserves the right to award all or part of the available funds for this project.

Proposals must include the following information:

1. Name of lead firm and any sub-consultants.
2. Point of contact (name, title, phone number, mailing address, and email address) at lead firm.
3. Description of relevant experience on projects of this type.
4. Qualifications and technical competence of consultant and sub-consultants in the type of work required.
5. Description of experience on similar projects including a list of at least 3 references within the past 5 years, with current contact information.
6. Listing of key project personnel and their qualifications.

7. Geographic location of the consultant's office performing the work.
8. A detailed description of the technical approach proposed for accomplishment of the work.
9. A proposed schedule and work plan for the accomplishment of the work described in Exhibit A. The work plan should include estimated hours by category for each task identified in Exhibit A. Use the format at Exhibit B-1 for the estimated hours per task.
10. A proposed project budget in the format of Exhibits B and B-1 to this RFP.
11. Completed certifications and DBE information at Exhibit C.
12. Contact forms in Exhibit D.
13. Any other pertinent information.

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

1. Related experience, qualifications, and references of the firm or project team (40%)
2. Technical approach (40%)
3. Work plan and schedule (10%)
Note: This includes the consultants' ability to demonstrate a balanced workload for its staff in order to carry out its responsibilities to ARC in balance with any other contracts the consultant may have.
4. Proposed budget (10%)

Given the technical nature of this work and ARC's emphasis on clear, accessible plan documents, an ideal team will include expertise in transportation planning and policy, freight planning, economic analysis, land use planning, writing zoning code, public involvement, GIS, and graphic design.

It is the policy of ARC that Disadvantaged Business Enterprises (DBEs) (49 CFR Part 26) have the maximum opportunity to participate, either as contractors or as subcontractors, in the performance of Commission contracts to the extent practical and consistent with the efficient performance of the contract. ARC's current DBE goal is 17.61%. Information regarding ARC's DBE Program can be found at www.atlantaregional.com/about-us/business-opportunities.

Additional information should not be required to respond to this RFP. However, technical questions should be submitted in writing to Daniel Studdard no later than 4:00 pm on Monday, April 18, 2022. Written questions should be submitted by email to dstuddard@atlantaregional.org. All questions received, and responses to those questions, will be posted on the ARC website by 4:00 pm on Friday, April 22, 2022.

ARC must receive five (5) hard copies and one (1) copy in digital format, either in Microsoft Word or PDF format, no later than 3:00 pm ET on Thursday, May 5, 2022.

Proposals shall not exceed a total of 35 pages (8.5 x 11), single-sided, inclusive of resumes and firm experience. Proposals may be printed double-sided, but still must not exceed the 35-page single-sided maximum length of content. Covers, end sheets, budget exhibits, DBE documentation, and an introductory letter shall not count against this maximum. Font size shall be a minimum of 10 point in all cases. Proposals must be submitted to the following address:

Atlanta Regional Commission
ATTN: Daniel Studdard
229 Peachtree Street NE Suite 100
International Tower
Atlanta, GA 30303

If interviews are necessary, the short-listed firms will be invited to participate in an interview process with an evaluation committee to be scheduled the latter half of May 2022. ARC will confirm a specific interview date and time with those short-listed firms. ARC reserves the right to award this contract based on initial proposals received without formal interviews and to award all or part of this project to one or more firms.

CONFIDENTIALITY AND CONFLICT OF INTEREST

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

EXHIBIT A SCOPE OF SERVICES

I. General: The work to be accomplished by the Consultant(s) is in support of the following ARC work program component:

Cost Center 106EFP - Long Range Planning

II. Background and Objectives: The Consultant shall perform all the necessary services provided under this contract within the Atlanta Metropolitan Transportation Planning Area. This planning area includes all or parts of the following twenty counties: Barrow, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pike, Rockdale, Spalding, and Walton. Two additional counties are currently part of the air quality non-attainment area: Bartow and Hall. Any work activities related to the air quality planning responsibilities of the MPO will need to consider the issues and needs in those counties.

ARC began intensive freight and goods movement planning in 2003 with the establishment of the Freight Advisory Task Force. One of the longest functioning MPO freight stakeholder groups in the nation, this group advises ARC on regional freight issues and projects as part of the ARC's MPO process.

Based on the advice and guidance of the Freight Advisory Task Force, a Regional Freight Mobility Plan was completed in 2008. This Plan provided the most comprehensive examination of freight and goods movement needs for any region in the nation, winning national awards for its thoroughness and creative strategies. Followed up in 2010 by the Atlanta Regional Strategic Truck Route Master Plan, the region's major freight and goods movement strategies were incorporated into a major Regional Transportation Plan (RTP) Update in 2011. The Georgia Department of Transportation completed a Statewide Freight and Logistics Plan during 2012, and it was updated in 2013. This state plan created a foundation for improving economic competitiveness at the state level.

In 2016, ARC completed the Atlanta Regional Freight Mobility Plan Update. This plan served as an update to the 2008 Regional Freight Mobility Plan and resulted in a new project recommendations list and recommendations for new planning initiatives. These new planning initiatives included the Atlanta Regional Truck Parking Assessment Study, completed in 2018, and the ARC Freight Cluster Plan Program. ARC's Freight Cluster Plans are subarea plans focused on industrial areas, and the first plans kicked off in 2019. At this time, four Freight Cluster Plans have been completed, three are ongoing, and other plans are forthcoming.

The primary purposes of the 2024 Atlanta Regional Freight Mobility Plan are to 1) assess the current plan against the latest understanding of existing conditions and forecasts, 2) update the Plan based on the latest federal, state, and regional policies, 3) support the development of an Infrastructure Investment and Jobs Act (IIJA) compliant Regional Transportation Plan as it

relates to any applicable freight provisions and 4) identify projects of national, state, and regional significance. This effort will result in an Atlanta Regional Freight Mobility Plan document that will be reviewed and approved by the MPO.

Consultant(s) have access to several ARC technical tools and data that are available to support this effort. The spatial locations of freight and goods movement locations in the region are identified in the Unified Growth Policy Map, as well as in the Freight Clusters map. Extensive regional congestion and safety analyses have been completed for the regional roadway network. ARC can provide congested conditions information based on processed real-time travel data. Some freight-related travel pattern data is available from ARC sources, including the regional travel demand model. It is ARC's expectation that Consultants shall propose creative, cost-effective, procedures to meet project data and analysis requirements within budgetary resources.

The selected Consultant for this project must work closely with other efforts and initiatives underway at ARC – including an update to the Regional Transportation Plan (RTP). ARC will undertake a broad range of other initiatives, both internally and with consultant assistance, to support the overall regional planning process. These include, but are not necessarily limited to: 1) Freight Cluster Plans 2) county Comprehensive Transportation Plans 3) the ARC Regional Safety Strategy 4) an update to the Aerotropolis Blueprint 5) an update to the ARC Comprehensive Economic Development Strategy 6) Livable Center Initiative plans 7) ongoing model development and refinement efforts.

Close coordination is also required at the state level, primarily with the GDOT State Freight and Logistics Plan Update that kicked off in 2021. Freight and logistics activities, infrastructure needs, and related economic development at the regional and state level are closely linked. Having concurrent freight planning efforts at both the regional and state levels will provide the opportunity for a higher level of coordination between ARC and GDOT on these plans than has been possible in the past. Both the GDOT and ARC plans will be informed in part by the Georgia Commission on Freight & Logistics, which was created by the state legislature. This commission was created in 2019, continued work in 2020, and then continued work in 2021 with some modifications to its membership and specific focus area.

III. Work Tasks:

Specific deliverables which must be provided are identified, but Consultants may propose additional ones that contribute to the successful completion of the project and meet overall project objectives. Consultants must describe in their proposals how they will incorporate graphics and user-friendly techniques into all deliverables. Consultants also must clearly describe their quality control process and how they intend to manage this project, which has tasks that must be done simultaneously throughout the planning process.

Task 1 – Project Management

Immediately upon receipt of a notice to proceed, the Consultant(s) shall develop a Project Management Plan and Stakeholder Engagement Plan. Tasks and processes related to these deliverables will take place throughout the project's planning process.

Subtask 1.1: Project Management Plan

The Project Management Plan will establish protocols for communicating and sharing data, drafting materials for review, data collection strategies, and developing other resources within the Project Management Team. A schedule for meetings of the team will be established and preliminary dates for key work task milestones and decision-making points will be defined.

The schedule shall indicate significant completion of the Needs Assessment data analysis no later than the second quarter of 2023 so that this plan can serve as an input to ARC's 2024 RTP Update. Plan completion and adoption may take place at a later date, but no later than the third quarter of 2024.

The Consultant shall identify a strategy to acquire the needed freight data for the plan. This may include, but is not limited to, traffic count data, e-commerce data, vehicle telematics, transportation, land use, and economic data, and/or other relevant data sources.

A number of datasets will be provided or made accessible by ARC and will not need to be purchased by the Consultant. The Georgia Department of Transportation (GDOT) and ARC have teamed together to purchase statewide Origin-Destination (O-D) data and an associated analytics suite for all of their public and private sector transportation partners. This data purchase is via an existing Eastern Transportation Coalition/RITIS contract and includes INRIX and HERE datasets. This purchase includes trip origins and destinations, trip data and metadata (i.e., identifying passenger vehicles and freight vehicles separately), speed/travel time/congestion data, corridor performance data, and more. Recently conducted training on this dataset is available at <https://www.youtube.com/watch?v=wknEzqO1cvM>.

GDOT has also purchased the most recent available IHS TRANSEARCH commodity flow data, and this dataset will be available for the regional freight plan through that license. Additionally,

the Eastern Transportation Coalition has disaggregated the FAF5 dataset, and this data will be available. ARC will also have commercial real estate data available via CoStar. However, other private sector data sources may need to be purchased to conduct innovative analysis as part of this plan, and Consultants shall identify their proposed data purchases and how that data shall be used as part of their proposal.

Subtask 1.2: Stakeholder Engagement Plan

The Consultant will identify key stakeholders from partner agencies, local governments, citizens, the freight and logistics industry, and advocacy groups to include in the planning process. The ARC Freight Advisory Task Force (FATF) will serve as the stakeholder advisory committee for the plan, with sub-groups created if/when they are needed. ARC and GDOT staff will serve as members of a Technical Advisory Committee (TAC) for this plan. Input shall also be sought from ARC's Technical Coordinating Committee (TCC), Transportation and Air Quality Committee (TAQC), and Land Use Coordinating Committee (LUCC). Other ARC committees shall be engaged as needed throughout the study process. The Consultant shall identify how they propose to generate and incorporate feedback and input from the FATF, the TAC, and standing committees at ARC. The Consultant shall also seek input from staff and leadership within the freight and logistics industry within the Atlanta Region, and also seek input from truck drivers who are not based in the Atlanta area but who travel through the region.

The Consultant must identify recommended engagement strategies to maximize participation from a diverse array of public and private sector stakeholders and to leverage opportunities with other concurrent planning initiatives by ARC. Creative and cost-effective engagement strategies will be required. The Consultant must be prepared to hold in-person, online, and hybrid meetings to accommodate different participants' needs and to adjust to any public health related restrictions that may be in place.

Deliverables

- Project Management Plan (draft and final)
- Stakeholder Engagement Plan (draft and final)

Task 2 – Stakeholder Engagement

The Stakeholder Engagement Plan (SEP) in Task 1 shall identify the most effective methods to involve private sector stakeholders and the general public in the plan's development. Task 2 consists of conducting that outreach, which will take place throughout the planning process.

The portfolio of techniques employed will be designed to maximize the potential for a broad range of private sector stakeholders and the public to participate and add value to the planning process. In particular, the outreach process should seek input from local business leaders, staff that work at local industrial businesses, and truck drivers who regularly travel in the Atlanta

Region. The Consultant will also assess and expand, where needed, ARC's existing stakeholder database. This contact database will be a resource used throughout the study process. Additionally, efforts to engage those community members who have traditionally been underrepresented in the transportation decision making process, or will be most directly impacted by recommendations, will be emphasized.

The following lists the minimum requirements for Task 2. Consultant proposals may identify more specific outreach techniques that will accomplish these subtasks.

Subtask 2.1: Freight and Logistics Stakeholder Outreach

The Consultant will conduct interviews with key freight and logistics stakeholders in the region. These stakeholders will be identified with input from the Project Management Team and from the Consultant's prior experience to allow in-depth discussion regarding specific freight issues and opportunities. The stakeholder interviews will include a representative sample of Atlanta region-based freight and goods carriers, shippers, and receivers. Submitted proposals must document how the freight stakeholder interviews will be conducted, the number of interviews, and the consulting team members who will conduct the interviews.

The Consultant will also conduct outreach via surveys or other methods to detail the operations and needs of freight businesses and employees. Outreach shall include leaders/management at these companies as well as individual truck drivers and workers. The Consultant shall propose the best ways to reach, at a minimum, the following groups:

- Motor carriers, freight shippers, and receivers
- Truck drivers who operate in Metro Atlanta, but may or may not be based in the region
- Staff at industrial businesses, including traditional warehouses, e-commerce distribution centers, and manufacturing facilities

Proposals may include additional topics to be covered and/or specific outreach techniques to reach these different groups. The results and conclusions from this outreach process will be documented in the tech memo for this task.

Subtask 2.2: Committee Meetings and Public Sector Outreach

The Consultant shall seek input from both the private and public sector by conducting regular, likely quarterly, meetings with the FATF to provide regional perspective on freight-related interests and priorities. These meetings will serve as a forum to vet technical approaches and methodology, to discuss goals and objectives, and to discuss priority freight projects and policies. At these meetings, discussion subgroups will be formed as needed to ensure plan elements represent a variety of perspectives. The Consultant project manager, if not local, shall plan to periodically travel to the region during the planning process for these and other necessary meetings if held in-person.

The Consultant shall schedule updates and seek input from key freight planning partners, including GDOT, on an ongoing basis to discuss methodology and emerging opportunities. Regular updates to and input from the ARC Transportation Coordinating Committee (TCC), Transportation and Air Quality Committee (TAQC), and Land Use Coordinating Committee (LUCC) will be leveraged as a means to provide a critical link between the planning effort and planning partners. Additional ARC committees/groups may also be included in the outreach, as determined during the planning process. The Consultant shall periodically present key milestone deliverables to committees and shall identify when they propose those milestone presentations shall take place.

The Consultant shall conduct public sector stakeholder interviews with planning/engineering staff who work for each county in the Atlanta Region to discuss local freight planning needs in their County as well as relevant projects identified in their CTP or other planning studies. Planning staff from relevant cities and industrial focused CIDs in each county shall also be included in these interviews.

The Consultant shall leverage other ongoing ARC initiatives, where appropriate, as opportunities to reach a broader-based audience. The Consultant shall also provide freight outreach materials, if needed, that can be incorporated into other ARC planning efforts, including the RTP update, community meetings for other planning efforts, and use by relevant ARC committees.

The Consultant will conduct outreach with targeted community group representatives. The purpose is to solicit input, ideas, perceptions, concerns, and attitudes, and to identify key issues, such as e-commerce impacts, related to freight and goods movement in the region.

The stakeholder engagement process will develop strategies to educate the public on this freight plan and on the importance and benefits of freight and goods movement, which became particularly relevant in 2020 due to the impacts of COVID-19. A one-page summary of this plan targeted towards the general public will be developed and posted on the project webpage. Separately, written deliverables and/or materials related to education on the importance and benefits of freight and goods movement shall also be developed. The Consultant proposal shall identify their approach to this outreach.

Subtask 2.3: Outreach and Engagement Recommendations

The outreach and engagement efforts should seek to strengthen the Freight Advisory Task Force and identify ways to make it more relevant for members. Techniques should also be identified to better integrate freight planning with other ARC planning efforts and ARC Committees. Potential focus areas for integration shall include the importance of the freight and goods movement system, the number of jobs related to the system, and taxes generated. The outreach process shall also outline strategies for unveiling and marketing the plan once it's completed.

Additionally, recommendations for new/updated engagement techniques for freight and goods movement planning shall be identified. These recommendations are intended to go beyond the end of this planning process to serve ARC as we address freight planning outreach and engagement going forward.

Subtask 2.4: Project Webpage

The Consultant will develop a webpage accessible through and hosted by the general ARC website. The contents of this website will include information on the plan's process, schedule, draft and final deliverables, meeting schedules, survey links, and other opportunities for engagement.

The Consultant shall develop user-friendly content with relevant graphics where appropriate. Webpage content shall provide detailed information for other planners while also providing high level summary content for elected officials, the public, and anyone who may not read lengthy planning reports.

Deliverables

- Stakeholder interviews
- Industry outreach surveys
- Conducting Freight Advisory Task Force meetings (minimum of 6 meetings)
- Milestone presentations at TCC, TAQC, and LUCC meetings
- Tech memo documenting Subtasks 2.1 – 2.3
- One page summary of the plan for public outreach
- Outreach materials for use in ongoing ARC planning efforts
- Project webpage

Task 3 – Goals and Objectives

The Consultant will review the adopted Atlanta Regional Freight Mobility Plan Update and assess the consistency of existing regional freight and goods movement goals and objectives against the National Freight Strategic Plan (NFSP) and the GDOT State Freight and Logistics Plan Update. The Consultants will review goals and objectives identified as part of the Atlanta Region's Plan, in Freight Cluster Plans, and in other relevant regional planning efforts, to identify potential updates to the Regional Freight Mobility Plan's Goals and Objectives. Based on this analysis, the Consultant will present proposed Goals and Objectives to the FATF and other relevant stakeholders for review.

The Consultant shall prepare an Atlanta Regional Freight Mobility Plan: Goals and Objectives Tech Memo. The Consultant, within this deliverable, must clearly articulate the relationship between regional goals for freight mobility and linkages to the NFSP, the GDOT State Freight

and Logistics Plan Update, the Atlanta Region's Plan, and other relevant plans. This deliverable is intended to form one of the foundations of the overall plan document.

Deliverable

- Atlanta Regional Freight Mobility Plan: Goals and Objectives Tech Memo (draft and final)

Task 4 – Land Use Assessment and Economic Analysis

In this task, the Consultant shall analyze existing land use and future land use changes, industrial development trends, and how industrial development and goods movement impacts the region's economy. This task will also include a deep dive on e-commerce and how it impacts the region's transportation operations, land use, and economy.

Subtask 4.1: Land Use Assessment and Industrial Analysis

Using CoStar data provided by ARC, the Consultant will update the locations of the region's Freight Clusters identified in the 2016 Atlanta Regional Freight Mobility Plan Update and develop specific definitions of what constitutes a freight cluster. Additionally, completed and ongoing Freight Cluster Plans will be analyzed to determine the existing and projected future land use in each of these areas.

The Consultant shall conduct a detailed assessment and analysis of the impacts of local land use plans, policies, and decision-making on freight and goods movement in the Atlanta region, the impacts of freight and goods movement on existing land uses, and the role of local and regional comprehensive planning processes with regard to freight planning. A general assessment will be conducted of existing and future land uses in areas with significant industrial development. Conclusions shall be drawn regarding if existing and future local land use policy supports industrial development and goods movement or may lead to potential land use conflicts.

General land use recommendations shall be made to support industrial development in appropriate parts of the Atlanta Region, while managing the impacts to the surrounding area and seeking to minimize conflicts with adjacent land uses. Recommendations shall focus on the following:

- Comprehensive plans and general land use policy
- Local efforts such as the Aerotropolis Atlanta Land Use Analysis and Recommendations
- Industrial zoning best practices
- Site design and review, to potentially assist with DRI and local jurisdiction reviews

These recommendations may focus on guidelines for updating future land use maps, potential zoning code updates, and minimum site design standards to support industrial developments where appropriate and to mitigate land use conflicts. These recommendations shall be general

in nature and will not require the Consultant to update future land use maps, write new zoning code, or other detailed, local recommendations for specific jurisdictions.

Major activity centers will be identified based on the ARC Unified Growth Policy Map. Land use policy recommendations shall be identified in key activity centers based on comprehensive plans, LCI plans, and other relevant planning efforts. Many suburban activity centers initially developed in the 1980s and 1990s with primarily low-density retail and office developments. Some of these activity centers have begun redevelopment with higher density and a more urban, rather than suburban, design approach, and other activity centers will likely follow.

These new developments will need to accommodate traditional freight loading needs, growing e-commerce demand, as well as other travel modes competing for curb space. Best practices for accommodating off-street and on-street freight loading needs in these newer, high-density developments shall be identified. These will serve as the basis for detailed recommendations as part of the Freight Design Guide in Task 8.

Subtask 4.2: Economic Impact and E-Commerce Analysis

A regional economic analysis of the impact of freight and goods movement shall be conducted, with a particular emphasis on e-commerce. The analysis will include a general review of the Atlanta region's economic structure and major industries. The analysis will cover the freight and logistics sectors including trucking, shipping, railroads, third party logistics companies, warehousing, and distribution centers.

The analysis will examine the economic relationships between the Atlanta region and other regions. It will also identify and assess the impacts of trends in the national and international economy on the Atlanta region's freight and logistics industry. The Consultant shall identify key industries to the Atlanta region's economy and the relative importance of transportation and freight and goods movement in general for each of the key industries identified. An analysis will be conducted of the freight and goods movement industry on the Atlanta region's economic competitiveness, including the transportation costs of the region's freight and goods movement industry.

E-commerce has been driving growth and changing freight and logistics operations for over a decade, and the COVID-19 pandemic significantly accelerated these changes. Due to the amount of e-commerce growth regionally and nationally, the Consultant shall conduct a detailed analysis on the impact of e-commerce on the Atlanta region. The purpose of this is to better understand how e-commerce affects the region's communities and to provide a resource for local jurisdictions and policy makers managing the rapid growth and increasing impacts of this expanding form of retail.

This analysis shall include a broad overview of national and regional industrial and e-commerce trends. The analysis will identify industrial development patterns in the Atlanta region,

including past, present, and projected future patterns, and determine what is driving these trends. Using CoStar and other data sources, the Consultant shall identify where e-commerce distribution centers are located and how they are operating across the Atlanta region. Their impact to the transportation network and increased traffic volumes will be identified to the extent possible, potentially through the purchase of additional data for innovative analysis. This task shall consider e-commerce's impacts today, how e-commerce may change in the future, and how e-commerce impacts can most effectively be managed now and in the future.

The impacts of different types of goods movements on the transportation network, and common localized impacts of loading/unloading, shall also be analyzed. This includes the impacts of traditional goods movement to supply businesses (primarily stores and restaurants), package delivery (i.e., UPS, FedEx, Amazon), on demand delivery (i.e., Postmates, Uber Eats, Instacart), and large delivery (i.e., furniture, kayaks, etc.). Best practices for accommodating off-street and on-street freight loading needs shall be identified in the previous task. However, additional strategies to manage e-commerce delivery growth, such as delivery lockers, shall also be identified here.

The effects of e-commerce on traditional brick and mortar retail, land use, and employment shall be analyzed to determine what these impacts mean for the Atlanta region. Parts of Metro Atlanta were referred to as over retailled even before e-commerce had major impacts. Knowing this, how will the growth in e-commerce impact the need for traditional retail space? What does this mean for land use planning, particularly in activity centers with high concentrations of retail space? What are the workforce impacts as jobs shift from retail stores to distribution centers and last mile delivery roles?

The analysis shall also consider how e-commerce may impact site design for industrial and commercial businesses. As e-commerce warehouse and distribution facilities are designed to prioritize goods movement and/or short-term goods storage, they may have different requirements than traditional warehouses for loading docks, parking, etc. On the consumer end, e-commerce orders with in-store or curbside pickup, either by a delivery company or the consumer, have grown significantly (in addition to home/office delivery.) What are the potential impacts to the site design for future retail businesses? What are the impacts to the transportation network if businesses can't effectively accommodate these activities on site? The analysis will identify conclusions and develop potential approaches to manage these and other changes at the regional and local level.

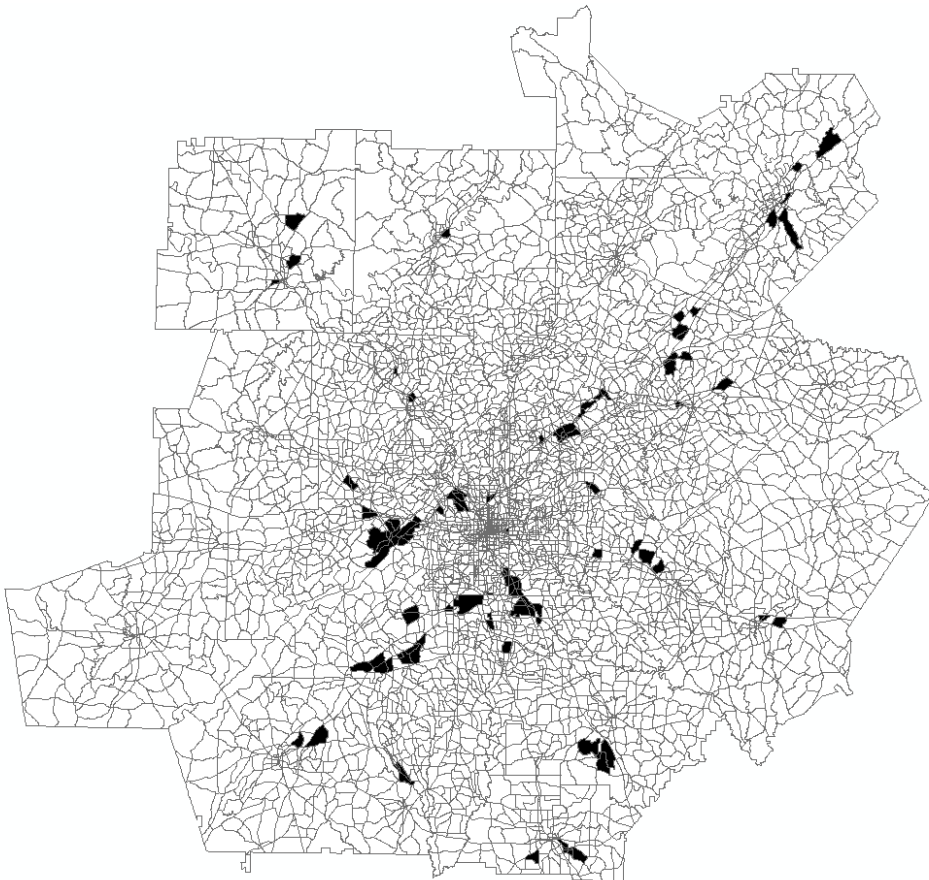
The Consultant proposal shall identify the best way to approach this analysis and potential data sources that can be used. Additional related areas of analysis may also be proposed for inclusion in this task.

Deliverable

- Land Use and Economic Development Report (draft and final)

Task 5 – Truck Model Component Update

In the currently existing ARC regional travel demand model, there are certain cases where the employment within a traffic analysis zone (TAZ) may not accurately reflect the amount of truck activity within the TAZ, and generated by the TAZ. An example is a major freight distribution center. In order to appropriately model these effects in the ARC model, truck zones are created, based upon a review of aerial photography and known freight distribution centers. The Consultant will perform a thorough review of all freight distribution centers within the region, and formulate recommendations aimed at updating the ARC model truck TAZs. Current truck zones are provided on the map below, and more details are available on the ARC model GitHub site https://atlregional.github.io/ARC_Model/TruckModel.html#section_613_truck_zones. Some additional TAZs will likely need to be added beyond what is shown in the map due to industrial growth since the model was last updated.



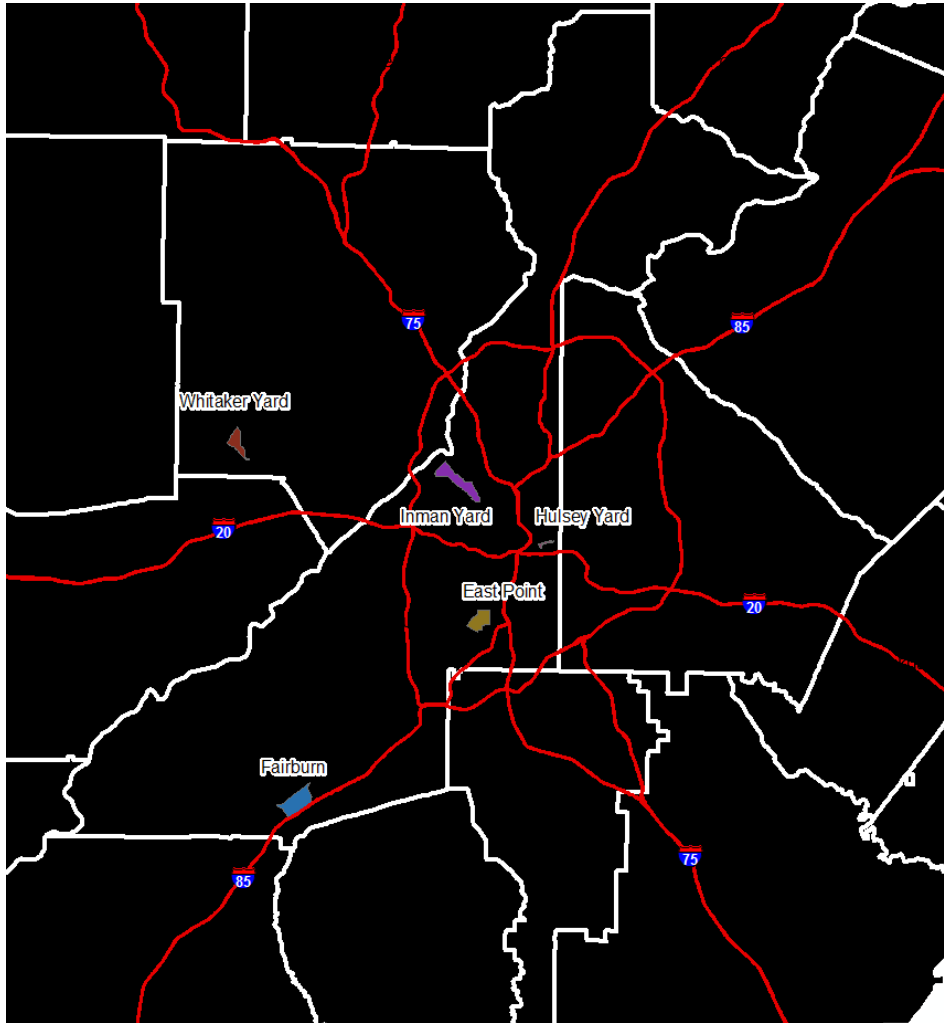
Current Truck Zones in the Atlanta Regional Travel Demand Model

In addition, there are currently five intermodal yards designated in the ARC model, and those are, Hulsey Yard, Fairburn Yard, Whitaker Yard, Inman Yard, and Industry Yard / East Point, as shown on the map below, and more details are available on the ARC model GitHub site https://atlregional.github.io/ARC_Model/TruckModel.html#section_614_intermodal_yards.

The ARC model generally underestimates truck trips around these intermodal facilities, which is expected, given that the level of employment in those TAZs representing the intermodal yards is not indicative of the amount of truck trips generated from these yards. ARC's current Freight Plan includes a table with the annual lifts for each location, except Industry Yard / East Point. The Consultant will perform a thorough review of all intermodal yards within the region and formulate recommendations aimed at updating the designated ARC model intermodal yards, including an update of the annual lifts' statistics for all suggested intermodal yards.

The Consultant review of all TAZs with distribution centers and intermodal facilities will be used to create a TAZ-level geo-database encompassing all freight characteristics of all TAZs from the inventory. ARC staff will then use this as an input to the Atlanta Regional Travel Demand Model.

The Consultant shall also conduct vehicle classification counts at industrial developments throughout the region to provide supplemental data to ITE Trip Generation rates. These counts will be conducted at up to 12 industrial developments, and each development will likely have multiple driveways. Count locations will aim to gather data about different types of industrial developments, (i.e., e-commerce fulfillment, manufacturing, etc.) of varying ages, sizes, and geographic locations in the region. The count data will include the types of trucks traveling to/from each facility as well as information on passenger vehicles to better understand commuter patterns. This data will then be used to inform other tasks within this plan, to support updates to the Atlanta Regional Travel Demand Model, and to assist with reviews of DRIs and traffic impact studies.



Intermodal Yard locations in the Atlanta Regional Travel Demand Model

Deliverable

- TAZ-level geo-database encompassing all freight characteristics of all TAZs from the inventory (draft and final)
- Traffic Count Data
- Traffic Count Summary Tech Memo

Task 6 – Needs Assessment and Analysis

For this task, the Consultant shall conduct a deep dive on freight and goods movement in the region by all modes. The analysis shall build on the previous tasks focused on outreach, land use, and economic development, as land use policy, new growth, and economic demand impact freight movement and the transportation network, and vice versa.

Subtask 6.1: Existing Plans Review

The first step to understanding the region's freight needs is to review completed plans in the region. These include, but are not limited to, regional, state, and federal freight plans, county Comprehensive Transportation Plans (CTPs), local Freight Cluster Plans, and the work of the Georgia Commission on Freight & Logistics.

While all of these plans are relevant, the Freight Cluster Plans were a recommendation in the 2016 Atlanta Regional Freight Mobility Plan Update. These plans provide a detailed local analysis of freight movement and industrial development within each of their study areas. The completed and ongoing plans each include a needs assessment, traffic study, and project recommendations list which will help inform the rest of this Needs Assessment task as well as the development of recommendations.

Subtask 6.2: Existing and Future Freight and Goods Movement Assessment

Submitted proposals must include a general methodology describing how the Consultant will produce both the freight estimates and forecasts needed for the successful completion of this plan. The Consultant will assess existing and future freight and goods movement issues and needs for moving freight to, from, and through the Atlanta region. The assessment will include capacity, safety, and operational needs. The Consultant will also conduct an existing and future commodity flow assessment based on commodity flow data and other applicable data. The commodity flow assessment will include a review and study of key modes, freight corridors, major facilities used, commodities, tonnage, value, and origins and destinations at the regional, state, and national level.

The Consultant will prepare projected estimates of this data through the year 2050, and the forecast will also include current and future freight infrastructure needs. The forecast will address the following question: How will goods in the Atlanta region be moved in the future and what infrastructure is needed to meet projected freight and goods movement growth?

The Consultant will forecast the amount of demand and the ability of the region's existing and future infrastructure to handle projected freight growth. The results of the previously conducted land use and economic analysis will help identify where future industrial growth will take place, generating new freight movements. Future infrastructure deficiencies and constraints will be determined based on this land use growth and the forecast data for the major regional freight movement corridors including highway, rail, air, and intermodal connectors.

Subtask 6.3: Regional Freight Profiles Development and Assessment

The Consultant shall develop a detailed regional freight system profile and identify physical, operational, and market characteristics of the regional freight movement system. The freight profiles will be on the regionally significant freight and goods system that support regional,

state, national, and international freight movement, and that support freight clusters within the Atlanta region. The Consultant will identify and highlight priority freight and goods movement corridors and networks in the region. Individual freight system profiles will be developed focusing on the highway system, truck parking, the rail system, air cargo, and the port system.

This analysis will include issues such as locations of major roadway bottlenecks, potential locations for railroad crossing grade separation, factors influencing freight industry mode choices, and other related information. The truck parking analysis will build on the 2018 Atlanta Regional Truck Parking Assessment Study, primarily focusing on an updated parking inventory and other changes since the completion of that plan. These five system profiles will then be analyzed together to determine how the overall freight network operates in Metro Atlanta.

Based on these conclusions, recommendations will be made to update the Critical Urban Freight Corridors in Metro Atlanta as part of the National Highway Freight Network. Additionally, criteria will be developed to determine the types of roadways that should be included as part of local and regional freight networks and/or the process for how these roadway networks can be developed. The goal is to provide guidance to local jurisdictions as they develop and/or modify their local truck routes.

Subtask 6.4: Freight Network Bottleneck, Safety, and Resiliency Analysis

The Consultant will assess and analyze existing and future truck and rail freight bottlenecks and system deficiencies that impact freight and goods movement. The analysis will include, but not be limited to, operational impediments, locations of recurring congestion, substandard infrastructure that does not meet freight movement needs, inadequate level of service, lack of suitable access to freight facilities, and system gaps in the freight network. Completed freight cluster plans and Comprehensive Transportation Plans (CTPs) will assist in identifying these locations.

The consultant will analyze crash data as well as conclusions from other plans to provide insight into the trends, causes, and patterns of freight related crashes in the Atlanta region. This analysis will identify:

- Regional safety trends over time
- The prevalence of crash types, especially those resulting in serious injuries and fatalities
- The regional distribution of crashes, including geographic locations of crashes as well as road typologies or system characteristics
- Any major crash hotspots, particularly those at rail-roadway at-grade crossings in the region
- Methods to connect this analysis to ARC policy and processes, including implementing proven safety countermeasures, identifying projects or locations for priority funding, and supporting local project development

Specific strategies and solutions will be outlined to address the identified key freight and goods movement bottlenecks, system deficiencies, and safety issues. At times, key freight routes may be closed or experience extreme delay due to major crashes, flooding, severe weather, maintenance/repair, or other causes. To address this, the Consultant shall also identify ways to improve resiliency in the freight transportation system.

Subtask 6.5: Technology and Alternative Fuels Analysis

This task shall identify existing Intelligent Transportation Systems (ITS) infrastructure in the Atlanta region that supports freight movement. It shall also identify other types of technology infrastructure that may need to be constructed by the public sector or might be implemented by the private sector. As part of this task, the Consultant shall seek to answer the following questions. What is the best approach for the region to implement beneficial, cost-effective transportation technology solutions and to support private sector innovation? How can the region do this and avoid investing in technology that may prove to be ineffective or that may be obsolete quickly? How can maintenance of this new technology be managed, particularly in jurisdictions that may already have limited maintenance funding?

Air quality and climate change are significant concerns in Metro Atlanta and shifting to cleaner fuels for trucks in or passing through the region could have significant benefits. Existing infrastructure for these fuels in the region shall be identified, and strategies to support adoption of alternative fuels by freight carriers in the Atlanta region shall be developed. These strategies shall consider the different needs that exist depending on truck size, long-haul vs. local trips, the needs of truck fleets compared to small companies or independent owner/operators, and other relevant criteria.

The Consultant shall also identify the feasibility for one or more potential pilot projects focused on transportation technology, alternative fuel infrastructure/vehicles, and/or other related needs. Potential funding avenues for this project shall also be identified including discretionary US DOT funding opportunities that are a part of the IJIA, DOE programs for alternative fuels, grants from utility providers, and other applicable sources.

Subtask 6.6: Access to Jobs

A common challenge for industrial businesses is simply getting their employees to work consistently. Many industrial businesses are located in areas with little or no transit availability, making a regular commute to these locations difficult for anyone that doesn't own a car. Access to reliable transportation may be the deciding factor for whether employees show up to work and are able to keep their job.

The Land Use Assessment and Industrial Analysis task identified where industrial businesses are located in the region. Adopted and ongoing freight cluster plans have begun to analyze job accessibility within their study areas. For this task, the Consultant shall use the results of this

completed task, freight cluster plans, and other data sources to identify infrastructure needs and TDM options that can improve industrial job accessibility in the region. The Consultant shall coordinate with ARC's Mobility Services/GA Commute Options staff related to their ongoing planning and TDM operations work to identify ways existing programs may benefit these workers and businesses.

Subtask 6.7: Needs Assessment Report

A comprehensive Needs Assessment Report shall be prepared using the data gathered and analyzed in each of this task's subtasks and the work products from other previous tasks. The Needs Assessment Report will focus on existing and future freight and goods movement characteristics and patterns within, from, to, and through the region.

Deliverable

- Needs Assessment Report (draft and final)

Task 7 – Plan Recommendations

Previously completed local, regional, and state freight plans, along with the analysis and conclusions from previous tasks, shall be the basis for this task. Using this information, the Consultant shall identify recommended freight infrastructure projects, potential policy changes, and additional planning needs. This task is meant as a way to vet the recommendations without initially writing the final report, although these recommendations may continue to change as the final report is written. The deliverable for this task will be a tech memo with minimal text that is focused primarily on the draft recommendations list, which will likely be a table or series of tables.

The Consultant shall thoroughly examine prior recommendations from the 2016 Atlanta Regional Freight Mobility Plan Update to determine which projects have been implemented or are under construction, and to assess the continued viability of the remaining projects and policy recommendations. Based on the results of the technical analysis conducted in prior Tasks, the Consultant(s) shall identify other projects and policy changes that may be needed to supplement strategies from existing plans.

As part of this Task, the Consultant(s) shall propose a framework to tier these projects and policy changes into a priority listing of needs and projects. Special attention will be given to identifying innovative operational strategies, technological solutions, and infrastructure to support alternative fuel use. This task shall also evaluate the need for potential regional programs and policies to improve the movement of freight during severe weather events or other major disruptions, building on state-level recommendations.

The Consultant shall also identify projects that are of national, state, and regional significance. Projects that should be potentially incorporated into statewide freight and logistics plans shall be identified. Additionally, projects that may be a good fit for US DOT INFRA, RAISE, or other new grant programs in the IJA shall be identified.

Consultant proposals shall identify their approach to project identification and prioritization. Existing analysis, data, and tools will be the basis for this effort. However, Consultants are encouraged to propose innovative methods to accomplish this outcome that are both cost-effective and meet the goals of the plan update.

Deliverable

- Tech memo focused on the Recommendations List (draft and final)

Task 8 – Design Guide and Truck Parking Ordinance

The purpose of this task is to produce deliverables that can assist local governments, community improvement districts (CIDs), and other regional and state agencies when planning for freight operations and truck parking.

Subtask 8.1: Freight Design Guide

The freight cluster plan program results in transportation recommendations in areas where the land use is primarily industrial, although commercial, residential, and other land uses are common in each study area as well. Efficient, safe freight movement is vital in these areas. Access to jobs is also important, as workers may be traveling to work via transit, bike/ped, or other modes. However, roadway design that benefits freight is commonly detrimental to bike/ped activity, and vice versa. How should roads be designed to best accommodate freight movement, while also effectively designing for all other roadway users?

This design guide should identify ways to implement Complete Streets for all roadway users while also improving the safety and efficiency of freight travel. It will focus on industrial and other suburban areas with relatively low-density development, as well as on more urban, mixed-use centers. Recommendations will vary based on the different roadway types and site design in each of these areas. The design guide should aim to be used by freight cluster plans and other local planning efforts when developing projects for these plans.

The design recommendations for urban areas will pull heavily from the recommendations in Task 4. As previously stated, some regional activity centers have begun redevelopment with higher density and a more urban, rather than suburban, design approach, and other activity centers will likely follow. Design guidelines for accommodating off-street and on-street freight loading needs, and other modes competing for curb space, in these newer, high-density developments shall be developed. These may include site design standards, minimum loading dock requirements, conceptual illustrations, or other recommendations identified by the

Consultant to assist local planners, engineers, developers, and elected officials as these activity centers go through a new wave of development.

There are a number of existing, publicly available design guides and best practices documents that deal with freight, Complete Streets, and other design issues. There is no need to start from scratch on this task, and these guides may be used as a starting point and/or incorporated as appropriate. However, there are pros and cons to each of these existing guides. The consultant shall seek to balance the transportation and development needs of the region with these existing guides to develop the appropriate guide for use by planners, engineers, developers, and elected officials in Metro Atlanta.

Subtask 8.2: Truck Parking Model Zoning Ordinance

The Recommendations from the 2018 Atlanta Regional Truck Parking Assessment Study included Action Item 2.1 – Sharing Parking Costs/Benefits for New Parking. This item noted that the increasing level of new and expanded development of warehousing / distribution facilities generates more truck traffic, which requires places to park. When local jurisdictions allow for such new development but do not also account for the increased levels of truck parking needs, the costs for mitigating the deficits are passed on to others. An example of a shared parking arrangement in Pennsylvania was provided where truck drivers are allowed to park overnight at a distribution center, which is uncommon.

Some of ARC's TAQC members supported the idea of truck drivers parking overnight at industrial developments. They were interested in potentially requiring new industrial developments above a minimum size threshold to include parking spaces for overnight parking and truck staging. The purpose of this subtask is to write a model zoning ordinance to implement this, which could then be adopted by any jurisdiction in Metro Atlanta that would like to implement this requirement.

The Recommendations from the 2018 Atlanta Regional Truck Parking Assessment Study also included Action Item 2.4 – Develop Truck Parking Model Zoning Language. This item focused on truck stops and stand-alone truck parking lots. The study found that some jurisdictions completely prohibit these uses, while others have older zoning codes that may not require today's best practices for truck stop and parking lot design. The recommendation was made to write model zoning language for truck stops and truck parking lots that focused on issues like setbacks, driveway spacing, landscaping and buffer requirements, lighting, security / safety enforcement, and other design criteria. Writing model zoning language for truck stops and truck parking lots is also part of this subtask, which could then be adopted by any jurisdiction in Metro Atlanta that would like to implement these standards.

The Consultant shall conduct a legal review of the draft model zoning ordinance before completion to be sure it is consistent with laws and regulations in the State of Georgia. When complete, it will be made available for adoption into the zoning code for any jurisdiction in Metro Atlanta or Georgia.

Deliverables

- Design guide (draft and final)
- Truck parking model zoning ordinance (draft and final)

Task 9 – County and Regional Data Summary

The 2008 Atlanta Regional Freight Mobility Plan included fact sheets related to freight and goods movement for each county in the Atlanta region. The 2016 Atlanta Regional Freight Mobility Plan did not include an update of these factsheets, although the 2013 Transearch database used for that plan is available to create updated factsheets. New, updated commodity flow data will be obtained and analyzed as part of Task 6 of this plan.

This task consists of creating county factsheets using the 2013 Transearch database and new factsheets using the most recent commodity flow data available. Using these two new sets of factsheets, along with the older factsheets from the 2008 Atlanta Regional Freight Mobility Plan, the Consultant will analyze how freight and goods movement has changed in the Atlanta region over time and where development may head in the future.

Factsheets summarize data succinctly, but interactive online resources allow exploring freight data in a more user friendly, accessible manner. The Consultant will review online resources for freight planning and data available on MPO, state DOT, or other relevant websites. This review shall help inform the development of similar resources for the Metro Atlanta area. Using information from the county and regional factsheets, data and analysis results from previously completed plans (i.e., freight cluster plans, the Atlanta Regional Truck Parking Assessment Study), and other relevant data sources, the Consultant shall create GIS StoryMaps, Tableau dashboards, and/or other similar online resources that can be added to ARC's website. These resources should be user friendly and help explain freight and goods movement at the regional level as well as locally throughout the Atlanta Region.

Deliverables

- County fact sheets (draft and final)
- GIS Storymaps, Tableau dashboards, and/or other similar online resources

Task 10 – Atlanta Regional Freight Mobility Plan Report

The purpose of this task will be to provide a final comprehensive regional freight and goods movement plan report and Executive Summary that consists of the necessary technical detail that includes study findings and recommendations. The Consultant will prepare a final report based on all the deliverables produced from the study. A significant part of this document will focus on finalizing the recommendations from Task 7, with sufficient background related to

how the recommended projects and policies were identified and prioritized. Potential funding sources for these projects at the local, state, and federal level shall be included. Recommendations from other tasks will also be included here as a way to summarize how the different parts of this planning process are related within the overall freight plan.

The Executive Summary shall be user-friendly and use graphics, figures, and photos to convey information as much as possible. The target audience for this document is people who are not subject matter experts on freight. Two copies of the final report shall be printed, along with 10 copies of the Executive Summary.

As part of this task, the Consultant shall deliver the final electronic version of all relevant files, including draft and final reports (Word and pdf), ArcGIS files, databases, and other files created as a part of this planning process.

Deliverables

- Atlanta Regional Freight Mobility Plan Report (draft and final)
- Executive Summary (draft and final)
- Final files transfer

EXHIBIT B

Proposed Project Budget

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

EXHIBIT B-1

Proposed Project Budget by Task

TASK	AMOUNT
Task 1 – Project Management	
Task 2 – Stakeholder Engagement	
Task 3 – Goals and Objectives	
Task 4 – Land Use Assessment and Economic Analysis	
Task 5 – Truck Model Component Update	
Task 6 – Needs Assessment and Analysis	
Task 7 – Plan Recommendations	
Task 8 – Design Guide and Truck Parking Ordinance	
Task 9 – County and Regional Data Summary	
Task 10 – Atlanta Regional Freight Mobility Plan Report	
<u>TOTAL</u>	

EXHIBIT C

Title VI and DBE Requirements For Prime Contractors and Sub-grant Recipients

TITLE VI

ARC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D to 2000D4, 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 Respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this invitation and shall not be discriminated against on the grounds of race, color, sex, handicap, or national origin in consideration for an award.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Overall DBE Goal: As part of its DBE Plan, ARC has an established overall goal of 17.61 percent.

Program Intent. ARC has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 ("Part 26" or "DBE Regulations"). ARC has received federal financial assistance from the Department of Transportation for this contract opportunity, and as a condition of receiving this assistance, ARC has signed an assurance that it will comply with Part 26.

It is the policy of ARC to ensure that DBEs, as defined in Part 26, have an equal opportunity to participate in its DOT-assisted contracting opportunities. It is also ARC's policy:

- (a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- (f) To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

Definitions. Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as defined in 49 CFR Part 26. A DBE is a firm in which one or more individuals who are women or eligible minorities own and control at least 51% of the firm.

Compliance. All Bidders/Proposers, potential contractors, or subcontractors for this Contract are hereby notified that failure to carry out the policy and the DBE obligations, as set forth above, shall constitute a breach of Contract which may result in termination of the Contract or such other remedy as deemed appropriate by ARC.

Prompt Payment Requirement. In the event of contract award, the prime contractor agrees to pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from ARC. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

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

Substitution. The Bidder shall make a good faith effort to replace a DBE Subcontractor that is unable to perform successfully with another DBE Subcontractor. Substitution must be coordinated and approved by ARC.

Documentation. The Bidder/Proposer shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract levels and other DBE affirmative action efforts.

Additional information on ARC's Disadvantaged Business Enterprise Program can be obtained from Brittany Zwald, Contracts and Grants Officer, Financial Services Group, Atlanta Regional Commission, 229 Peachtree Street Suite 100, Atlanta, GA 30303. 470-378-1494, bzwald@atlantaregional.org.



DBE UTILIZATION PLAN

This plan will be included in a Title VI and DBE Attachment to all USDOT funded ARC bids and proposals.

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____. The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this DBE Utilization Plan shall be null and void.

(submit this page for each DBE subcontractor)

PLEASE ATTACH A COPY OF THE OFFICIAL DBE CERTIFICATION FORM



Atlanta Regional Commission

EXHIBIT D

Contract Forms

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

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

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

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

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

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

2. LOBBYING

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

E-Verify User Identification Number

Date of Authorization

Company Name

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

CONTRACTOR/VENDOR INFORMATION

Legal name & address of
entity with which
ARC is to contract:

If different from above-

Legal name of Payee:

Payment Address:

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

Legal entity status (please mark all that apply):

☐ Corporation ☐ Partnership ☐ Individual ☐ Sole Proprietor

☐ 501C3 ☐ 501C4 ☐ Other Non-profit (describe) _____

☐ State Government ☐ County/Local Government

Other(describe): _____

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

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

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

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO

Minority or Women

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 or more in a year in Federal awards?

YES NO

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

Certified true and correct:

Name: _____

Title: _____

Signature: _____

Date: _____



Atlanta Regional Commission

EXHIBIT E

Contract Boilerplate

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 2022, by and between CONSULTANT 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 the Consultant to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

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

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

1. Engagement of the Consultant. ARC hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Consultant are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before September 30, 2024.
4. Compensation. The Consultant shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$XXX.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Consultant shall be subcontracted without the prior written approval of ARC's Executive Director or her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, the Consultant shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the

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

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

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

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

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

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

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

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

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

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

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

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

28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Consultant within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
29. Assurances. The Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. Also, the Consultant gives assurance and certifies with respect to this agreement that:
- a. For all agreements:
- i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Consultant's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Consultant to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Consultant is authorized to execute an agreement incorporating the terms of its application.
 - ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
 - iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures

necessary to effectuate this assurance. The Consultant shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

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

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

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

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et 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 indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Consultant agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- xi. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703).

The Consultant will be responsible for conducting inspections to ensure compliance by the Consultant with these specifications.

- c. For agreements exceeding \$ 100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857 (h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Consultant, or agent acting for the Consultant, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Consultant agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Consultant agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Consultants.
- d. The Consultant agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

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

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

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

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

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

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

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

The decision of the Center Director 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 cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

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

Pending final decision of an appeal to the Executive Director under a Consultant or subgrant

contract already executed, the Consultant or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

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

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

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

ATTEST:

CONSULTANT

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____
Executive Director

By: _____
Chair