COST-REIMBURSEMENT (NO FEE)
RESEARCH AND DEVELOPMENT
BASIC ORDERING AGREEMENT

between

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
One Georgia Center
600 West Peachtree NW
Atlanta, Georgia 30308

and

GEORGIA TECH RESEARCH CORPORATION
Research Administration Building
Georgia Institute of Technology
Atlanta, Georgia 30332-0420
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This BASIC ORDERING AGREEMENT, hereinafter also called the “BOA,” is made and entered into this [insert date], 20[insert year], between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” OR “GDOT,” and the GEORGIA TECH RESEARCH CORPORATION, a non-profit corporation organized and existing under the laws of the State of Georgia, hereinafter called "GTRC," for the conduct of various research projects in accordance with the terms and conditions contained herein.

ARTICLE I. SCOPE OF BASIC ORDERING AGREEMENT (BOA)

Under this agreement, the GTRC shall furnish the necessary personnel, facilities, and services to conduct research projects, hereinafter called “Projects,” for the DEPARTMENT in accordance with the terms and conditions set forth.

The clauses and general provisions hereinafter set forth are agreed upon by the DEPARTMENT and the GTRC for use in Task Orders entered into on or after the date of this BOA, and prior to its termination, for the type of services identified herein. It is further agreed that these clauses and general provisions and amendments thereto, as evidenced by a supplemental agreement signed by both parties, shall be incorporated by reference in each Task Order entered into under the Basic Ordering Agreement.

It is understood and agreed by the parties that execution of this Basic Ordering Agreement shall not in any manner provide for or imply any agreement on the part of the DEPARTMENT to assign any specific number of projects to GTRC.

It is further understood and agreed by the parties that execution of this Basic Ordering Agreement shall not in any manner provide for or imply any obligation on the part of the GTRC to accept any specific number of projects.

Each project to be performed hereunder shall be authorized by a Task Order signed by the GTRC and the DEPARTMENT. The DEPARTMENT hereby engages the GTRC to utilize the efforts of the key researchers listed in each Task Order to carry on research work as authorized by each Task Order. In performing the projects authorized by these Task Orders, the GTRC shall provide a level of effort as set forth in each Task Order.

The attached Sample Task Order form will be used to initiate each project. Each Task Order document shall contain the following information:

1. GDOT Task Order number
2. GDOT Research Project number
3. Title of Work
4. The Statement of Work for the project. The GTRC’s Proposal or Statement of Work shall be incorporated by reference as “Exhibit A. Statement of Work” and attached to the Task Order.
5. The authorized maximum reimbursable cost for the project. The GTRC's Cost Estimate for the project, as part of the GTRC Proposal, shall be incorporated by reference and attached to the Task Order. For all projects, a Cumulative Expenditures Estimate by time (year and month) chart, and separate Task Cost Estimate for each project task with all itemized line costs as within the project cost estimate, shall be prepared for each task, as part of the GTRC Proposal, and shall be incorporated by reference and attached to the Task Order.

6. The authorized period of performance for the project.

7. The Project Director to be assigned by the GTRC.

8. The reports and any other deliverables required in connection with the project and the date they are due in draft and final form.

9. That the BOA is incorporated by reference to provide clauses and general provisions under which the project shall be conducted.

10. Any other special requirements or terms and conditions applicable to the project.

ARTICLE II. TIME OF PERFORMANCE

This BOA shall be effective upon the date of execution and shall remain in full force and effect for forty-eight (48) months following the date of execution or termination by either party upon sixty (60) days written notice to the other party. In any event, the contract shall remain in full force and effect through the performance period of any project in which it is incorporated to provide its terms and conditions. This BOA may be renewed for consecutive forty-eight (48) month periods pursuant to a Letter of Agreement by both parties setting forth the parties consent to a renewal of the Basic Ordering Agreement.

ARTICLE III. COST AND PAYMENT

A. MAXIMUM REIMBURSABLE COST FOR EACH PROJECT

The maximum reimbursable cost for each project performed hereunder shall be specified in the project Task Order, and it is agreed that said amount is the maximum reimbursable amount which the DEPARTMENT shall be obligated to pay for the performance of the project.

B. REIMBURSABLE COSTS

Reimbursable costs shall include both the direct and indirect costs incurred by the GTRC which are provided for in the cost estimate of the project Task Order and subject to the limitations prescribed in Article III A above and the limitations outlined below.

1. Direct Costs

The DEPARTMENT shall pay to the GTRC for the performance of each authorized project an amount equal to such direct costs as are incurred by the GTRC and are chargeable to the project under generally accepted accounting principles, as allowed, as applicable, in Subpart 31.3 of the Federal Acquisition Regulations, and the laws of the State of Georgia. The validity of these direct costs may be verified from the cost records of the GTRC by authorized
representatives of the DEPARTMENT as the work progresses, and in any event, before final settlement of the GTRC's costs under each project or amendment thereto.

The accounting principles used by the GTRC under the Federal Acquisition Regulations, Subpart 31.3, for a given Project shall remain applicable and consistent throughout the term of the Task Order for the given Project in question.

The cost of any nonexpendable tools, instruments or equipment used in the execution and performance of the project shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office or laboratory. However, the DEPARTMENT agrees to reimburse the GTRC for the direct costs of any special equipment which is essential to the project and usable primarily on the project, provided such special equipment is listed by name in the GTRC's Proposal and in the cost estimate of the project Task Order, or prior written approval by the DEPARTMENT is obtained. When computer components that would normally be classified as materials and supplies are purchased and integrated into such special equipment or assembled or organized together to create a monitoring or analytical system, these components will be treated as equipment purchases. Contracts for data transfer services via cellular communications or other means shall constitute subcontracts rather than services with respect to overhead applicability. The GTRC represents, for those projects whose Cost Estimate was developed under Subpart 31.3 of the Federal Acquisition Regulations, that items of equipment included as a part of direct costs are not included in any manner in indirect costs as hereinafter provided. It is further understood and agreed by the parties hereto that the title to such special equipment with a useful life of greater than five years shall vest in the DEPARTMENT when such equipment has been received by the GTRC. The GTRC shall maintain possession of such special equipment for the duration of the project. The title to special computer equipment purchased for the project with a lifespan of five (5) years or less shall vest in the GTRC at the end of the project. All other special equipment purchased for the project shall be delivered to the DEPARTMENT upon completion of the project. In addition the GTRC shall list each item of special equipment along with this cost in the appropriate project vouchers which are submitted for payment in accordance with Article III C and Article III D.

The rate of compensation for work performed on each project by a professional staff member or employee of the GTRC shall not exceed the salary rate of such person that is applicable to their other activities for the GTRC. Charges for salaries and wages of individuals other than members of the professional staff shall be supported by time records. The salary charges for members of the professional staff will be on the basis of current and reasonable estimates of the percentage distribution of their total effort. Premium pay for overtime, overtime, extra-pay shifts, and multi-pay shift work are not reimbursable under this contract unless such costs are included in the GTRC's Proposal and in the cost estimate for the project Task Order, or unless such costs have been given prior written approval by the DEPARTMENT.

No expenses for travel outside the State of Georgia shall be an allowable direct cost under a project unless such travel is listed by purpose in Attachment 1 Statement of Work and is included in the cost estimate of the project Task Order or is approved in advance by the DEPARTMENT. In addition, direct allowable costs for travel within the State of Georgia shall be limited to the amount included in the cost estimate of the Task Order, or prior DEPARTMENT approval must be obtained for increasing such amount. All travel either within
or outside the State of Georgia shall be limited to normal travel rates usually allowed by the GTRC and shall be supported by records of actual expenses incurred.

Nothing within the foregoing shall prevent the GTRC from transferring up to five (5) percent of a total Task Order amount. GTRC shall notify the DEPARTMENT of any and all line item transfers up to a maximum of five (5) percent of the total Task Order amount. Any transfer exceeding five (5) percent of the Task Order amount shall require prior approval by the DEPARTMENT.

2. Indirect Costs

The DEPARTMENT shall pay to the GTRC for the performance of each authorized project an amount equal to such indirect costs as are incurred by the GTRC and chargeable to the project as are allowed in Subpart 31.3 of the Federal Acquisition Regulations, and the laws of the State of Georgia. Such indirect costs denoted as overhead shall be specified in the project Task Order.

Indirect costs, as applicable and as allowed in Subpart 31.3 of the Federal Acquisition Regulations, may be reimbursed at the predetermined rates negotiated between the GTRC and the Federal Government under the terms of Office of Management and Budget Circular A-21. Such predetermined rates must be supported by a signed agreement between the GTRC and the Federal Government, must state that the rates are for use on grants and contracts with all Federal Agencies and must show the specific time period to which the rates apply. Any increases in the predetermined rates for such indirect costs above those rates denoted in the project Task Order shall in no way result in total project expenditures above the maximum reimbursable cost to the DEPARTMENT which is stated in Article III A. The GTRC reserves the right to modify its direct and indirect rates effective July 1 each year, provided such modification is in accordance with Subpart 31.3 of the Federal Acquisition Regulations.

As specified in Article VI, the validity of these indirect cost payments may be verified from the cost records of the GTRC by authorized representatives of the DEPARTMENT as the work progresses and in any event before final payment of the GTRC's costs under this contract, or amendments hereto.

C. PARTIAL PAYMENTS

The GTRC shall submit to the DEPARTMENT itemized invoices showing, in reasonable detail, the actual reimbursable costs incurred by the GTRC on the Task Order for the invoice period. The invoices shall detail cost according to the following breakdown to include, but not be limited to: (1) personnel costs showing name of the person, position title, percent time or number of hours worked, and cost per person; (2) fringe benefits showing the applicable percent rates; (3) travel and subsistence; (4) materials and supplies; and (5) indirect expenses showing the applicable percentage rates.

Upon the basis of its review and approval of such invoices, the DEPARTMENT will make payments to the GTRC as the work progresses but not more often than once a month. The invoices shall be numbered and subsequent invoices submitted until the project is complete. In no event may the percentage of the sum of total partial payments exceed the percentage cost of the total work completed for the Task Order. The DEPARTMENT reserves the right to return
invoices unpaid in the event that project deliverables are overdue according to the project Statement of Work. GTRC can resubmit the unpaid invoice(s) with the overdue deliverable(s).

D. FINAL PAYMENT

The final invoice shall not be paid until final acceptance of project completion by the DEPARTMENT. Final acceptance of project completion by the DEPARTMENT will not be given until the GTRC satisfies the deliverables requirements as specified in the project Task Order. Final acceptance of the project completion will be by means of a written notice of such acceptance from the DEPARTMENT to the GTRC; after which, and upon receipt of the final deliverables and invoice from the GTRC, the DEPARTMENT will pay the GTRC a sum equal to one hundred percent (100%) of the DEPARTMENT’s obligation as set forth in the BOA and the project Task Order less all previous payments paid or in the process of payment.

The GTRC agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, and costs incurred.

ARTICLE IV. SUBSTANTIAL CHANGES

If, prior to the completion of the services of the Task Order authorized under this BOA, the DEPARTMENT and GTRC agree to Major change(s) due to material change(s) in the scope, character, complexity or total cost of the services from those required under the Task Order, a supplemental agreement via a Modification to Task Order will be executed between the parties. Administrative or Minor changes in the Task Order which do not involve increased or decreased compensation, or material changes in the goals and objectives of the project may be made by written notification of such change by either party with written approval by the other party.

In addition, no material changes in the scope and character of this BOA shall be made without a Modification to Basic Ordering Agreement being executed between the parties.

It is further understood by the parties to this contract that any time-only (meaning no change in the total project cost) extension for any Task Order or this BOA is an administrative or minor change that may be made upon written request with justification by GTRC and written prior approval by the DEPARTMENT.

All changes requested by GTRC, whether Major or Minor, shall be initiated by GTRC notification to the DEPARTMENT.

ARTICLE V. PROFESSIONAL STAFF

It is understood by the parties to this contract that the professional staff with their associated experience provided by the GTRC to work on a project and listed in the project Task Order, and approved by the DEPARTMENT, is considered to be an important and essential element in ensuring the successful completion of the Project. If replacements or additions are required for the professional staff, they must be approved in writing by the DEPARTMENT.
ARTICLE VI. RETENTION AND INSPECTION OF COST RECORDS

The GTRC shall keep and maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred including GTRC cost sharing accounting on the project and used in support of its proposal and shall make such material available during normal business hours, during the period of the Task Order, and per Federal Acquisition Regulation (FAR) – Subpart 4.7 – Contractor Records Retention, for three years from the date of final payment to the GTRC by the DEPARTMENT with respect to the project, for inspection by authorized representatives of the DEPARTMENT and copies thereof shall be available for inspection. The GTRC agrees that the provisions of this article shall be included in any contract that GTRC may make with any subcontractor, assignee, or transferee.

ARTICLE VII. REPORTS

Quarterly Progress Reports shall be submitted to the DEPARTMENT within two (2) weeks after the end of each reporting period. The reporting periods each Calendar Year are as follows: January 1 - March 31; April 1 – June 30; July 1 - September 30; and October 1 – December 31. Should the Project begin within the first two months of one of these reporting periods, the first report shall cover the partial period from the beginning of the project through the last date of the reporting period in which it began, otherwise the remainder of that reporting period will be combined into the report for the next calendar quarter. The reports shall be numbered and be prepared in accordance with the procedures and format specified by the DEPARTMENT.

Project Management Reports on all Task Orders which total project cost is $500,000.00 per year or greater shall be submitted to the DEPARTMENT within two (2) weeks after the end of each month, and shall be prepared by GTRC using the latest version of “Microsoft Project” or similar project management software approved by the DEPARTMENT, and in accordance with the procedure and format of GDOT-approved software and as specified by GDOT. This report requirement is required on all assignments, and subcontracts, external and internal to GTRC and the Georgia Institute of Technology (GIT) which individual cost is twenty percent (20%) or more of the project total cost.

A Final Project Report documenting all project activities shall be submitted to the DEPARTMENT for review in draft form on or before the date specified in the Task Order. Five [5] hardcopies and an electronic version of this report shall be submitted to the DEPARTMENT. This report will explain the purpose, scope, experimental procedures, observations, conclusions, and recommendations in sufficient detail to permit other personnel to understand, evaluate, or duplicate the project. In addition, the derivations of mathematical formulae, tabulations of lengthy data, computer outputs, and such similar items as the DEPARTMENT considers necessary shall be included as appendixes where so indicated by the nature of the project. Upon receipt of approval and acceptance by the DEPARTMENT, the GTRC shall make any necessary corrections and revisions and submit ten [10] hardcopies and an electronic version of the final report to the DEPARTMENT on or before the date specified in the Task Order.
ARTICLE VIII. OWNERSHIP OF REPORTS

The GTRC agrees that copies of all reports and other data or deliverables prepared by or for it under the terms of this contract in accordance with Article VII or as specified in a Task Order shall, upon request by the DEPARTMENT, be delivered to, become, and remain the property of the DEPARTMENT, with exceptions as required for data or reports covered by Institute Review Board protocols, upon termination or completion of the work. In such a case, GTRC shall have the right to reserve an irrevocable, non-exclusive right to use the same without restriction or limitation for its own research and academic purposes. The foregoing notwithstanding, the Department shall have the right to use the same without restriction or limitation and without compensation to the GTRC other than that provided for in this contract.

ARTICLE IX. REVIEW AND INSPECTION OF PROJECT ACTIVITIES

Authorized representatives of the DEPARTMENT and Federal Highway Administration may, during normal business hours, review and inspect the project activities under this contract or amendments hereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the GTRC shall be made available to authorized representatives of the DEPARTMENT or Federal Highway Administration, or both, for inspection and review during normal business hours, in the GTRC’s office(s), as specified by the DEPARTMENT. Acceptance by the DEPARTMENT of project activities, work, reports or deliverables shall not relieve the GTRC of its professional obligation to correct at its own expense, computational errors, electronic computer programming errors, errors in applying established methodology, and similar errors in the work, but this obligation shall not apply to errors resulting from theoretical or untested procedures employed in the conduct of the Project.

ARTICLE X. PUBLICATIONS AND PUBLICITY

The DEPARTMENT desires widespread dissemination of the results of funded transportation research. Therefore, GTRC may publish (subject to the requirements contained herein) research results in professional journals, books, trade publications, or other appropriate media (a thesis or collection of theses should not be used to distribute results because dissemination will not be sufficiently widespread). GTRC may also catalog and place reports of the Project in the GIT Library and use the research results in their research and education programs. A copy of each article to be published shall be transmitted to the DEPARTMENT at least 45 days prior to release or publication, for review and comment. Any copy of materials published under this Article must contain acknowledgment of the DEPARTMENT’s sponsorship of the research effort and a disclaimer as set forth below.

If the scheduled time for presentation of an article, paper, etc. is less than the 45 days allotted for review and comment, GTRC may submit an abstract for notification of intent to present a paper based on the project. In this case, GTRC must include a statement indicating that the publication has not been reviewed by the DEPARTMENT and/or the Federal Highway Administration, along with the sponsorship notification and disclaimer as set forth below.
Contract with
Department of Transportation
State of Georgia
In Cooperation with
U.S. Department of Transportation
Federal Highway Administration

"The contents of this report reflect the view of the author(s) who is (are) responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation."

Press releases concerning the results or conclusions from the research under this contract shall not be made or otherwise distributed to the public without prior written approval of the DEPARTMENT.

Upon request, GTRC will delay publication or other public release for up to sixty (60) days in order for the DEPARTMENT to review the same for confidential or proprietary information. In the event that the publication contains proprietary/confidential information disclosed to GTRC by the DEPARTMENT, the DEPARTMENT may request that the identified information be removed and/or the DEPARTMENT may request up to a maximum of an additional 60-day one-time extension of the review period for the purpose of protecting the information under the laws of the United States.

For the avoidance of doubt, proprietary/confidential information does not include information which:
   a. is published or otherwise in the public domain through no fault of the receiving party; or
   b. can be demonstrated by the receiving party to have been in its possession prior to receipt under this agreement; or
   c. is obtained by the receiving party without restriction from a third party; or
   d. is independently developed by the receiving party by individuals who have not had either direct or indirect access to such information; or
   e. is disclosed by the receiving party to a third party with the written approval of the disclosing party without any restriction.

Written information exchanged hereunder shall be considered Proprietary Information for the purposes of this Agreement only if such information is clearly marked with an appropriate stamp or legend as Proprietary Information. Non-written information exchanged hereunder shall only be considered Proprietary Information if, at the time of such disclosure, the information being disclosed is identified as proprietary and the disclosing party provides the receiving party with a writing which clearly identifies the nature and content of the disclosed information within twenty (20) days after such disclosure.

The DEPARTMENT also shall have the option to concurrently review any submitted publications of GTRC during either the initial 60-day or additional 60-day review period for identifying patentable developments for a period of one year from the conclusion of the Task Order term.
Release of the same not in accordance with the BOA shall constitute grounds for termination of the Task Order. However, should the release of such information be required under the Georgia Open Records Act, Section 50-18-10, et seq, O.C.G.A or the Freedom of Information Act, the restrictions and penalties set forth herein shall not apply. Any request for information directed to GTRC, pursuant to the Georgia Open Records Act or the Freedom of Information Act, shall be released pursuant to provisions of the Acts. The GTRC agrees to notify the DEPARTMENT prior to releasing the requested documents.

**ARTICLE XI. PATENTS**

The parties to this contract hereby mutually agree that if patentable discoveries, inventions, computer software, or other copyrightable material or data should result from work performed hereunder all rights accruing from such discoveries or inventions shall be the sole property of the GTRC. However, the GTRC agrees to and does hereby grant to the State of Georgia, all other State Governments, the United States Government, and agencies or political subdivisions thereof, an irrevocable, non-exclusive, non-transferable and royalty-free license to use each invention according to law, or any article or material and in the use of any method that may be developed as a part of the work under this contract, or amendments hereto for internal or governmental purposes.

GTRC will retain all rights provided for GDOT and the State in this clause, and GDOT and the State will not, as part of the consideration for awarding any subgrant or contract, obtain rights in the GTRC’s subject inventions. Unless a Task Order specifically requires software development, all software shall be considered incidental to the contract and shall vest with GTRC.

**ARTICLE XII. ASSIGNMENT, TRANSFER OR SUBLetting**

It is understood by the parties to this contract that the work of the GTRC is considered personal by the DEPARTMENT. The GTRC agrees not to assign, sublet, or transfer any or all of its interest in this contract without prior written approval of the DEPARTMENT. Except that GTRC is a cooperative organization of the Georgia Institute of Technology and may assign this Agreement to GIT.

The inclusion of an item of cost in the cost estimate of a project proposal Task Order, for consulting services shall not be interpreted by the GTRC as authority to sublet, assign, or transfer any of its interest in the BOA. The DEPARTMENT reserves the right to review all external subcontracts, prepared in connection with the BOA and any Task Order, and GTRC agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with subcontractor cost estimates for the DEPARTMENT’s review and written approval in advance of their execution.

**ARTICLE XIII. EMPLOYMENT OF DEPARTMENT’S PERSONNEL**

The GTRC shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this BOA, or amendments hereto, without the written permission of the DEPARTMENT, except as may otherwise be provided for herein.
ARTICLE XIV. BOA/TASK ORDER DISPUTES

This contract shall be deemed to have been executed in Fulton County, Georgia and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XV. DISCLAIMER

GTRC and GIT disclaim any and all warranties both express and implied with respect to the services to be performed hereunder and any deliverables resulting therefrom, including their condition, conformity to any representation or description, the existence of any latent or patent defects therein, their merchantability or fitness for a particular use or purpose, validity of any intellectual property rights or claims, or noninfringement of any third party intellectual property rights.

ARTICLE XVI. LIMITATION OF LIABILITY

The cumulative liability of GTRC to the DEPARTMENT for all claims, demands or actions arising under or relating to this Agreement, the services to be performed hereunder and any deliverables resulting therefrom, shall not exceed the total amount paid to GTRC hereunder. The foregoing limitations of liability, damages and claims will survive any termination of this Agreement and will apply without regard to any other provisions of this Agreement which may have been breached or have been proven ineffective.

The DEPARTMENT hereby acknowledges that it has specified the requirements of each Task Order and in doing so solely responsible for its use of any resulting product, data, design, formula, software, hardware and/or other technology. The parties acknowledge and agree that the product to be delivered hereunder is experimental and may not meet the DEPARTMENT’s requirements or will operate solely or in combination with any other product, data, design, formula, software, hardware and/or other technology which may be used by the DEPARTMENT.

Immediately upon the completion and delivery of deliverables of each Task Order, the DEPARTMENT shall be solely responsible for its use or implementation of such product, data, design, formula, software, hardware and/or other technology.

ARTICLE XVII. COMPLIANCE WITH APPLICABLE LAW

During the performance of this contract, the GTRC for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The GTRC will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations in this Article), which are herein incorporated by reference and made a part of this contract.
(2) **Non-Discrimination:** The GTRC, with regard to the work performed by it after award and prior to completion of a Task Order, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The GTRC will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when a Task Order covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontract, Including Procurments of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the GTRC for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the GTRC of the GTRC's obligations under this BOA and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) **Information and Reports:** The GTRC will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of GTRC is in the exclusive possession of another who fails or refuses to furnish this information, the GTRC shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the GTRC's noncompliance with the nondiscrimination provisions of the BOA, the DEPARTMENT shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) withholding of payments to the GTRC under a Task Order, until the GTRC complies, or
   (b) cancellation, termination or suspension of a Task Order, in whole or in part.

(6) **Incorporation of Provisions:** The GTRC will include the provisions of paragraphs (1) through (6) in each subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The GTRC will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provision including sanctions for noncompliance provided, however, that in the event GTRC becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the GTRC may request the State to enter into such litigation to protect the interests of the State, and in addition, the GTRC may request the United States to enter into such litigation to protect the interests of the United States.

The undersigned certify that the provisions of Code Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest have been complied with in full.
It is further certified that the provisions of Section 50-24-1 through 5-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full, as stated in Appendices of this Agreement.

Appendices, on attached pages A.1 through A.12 are incorporated and made a part of this Agreement.

It is further agreed that the GTRC shall require its subcontractors to comply with and provide appropriate certifications to the GTRC and the DEPARTMENT of all applicable provisions of this Article and mentioned Appendices.

**ARTICLE XVIII. TERMINATION OF TASK ORDER**

The DEPARTMENT reserves the right to terminate any Task Order at any time for just cause, or for any cause, upon fifteen (15) days written notice to the GTRC, notwithstanding any just claims by the GTRC for payment for services rendered and any costs which have accrued or been encumbered prior to the date of termination.

GTRC may terminate the project at any time in advance of the date fixed in the project Task Order, by the giving of thirty (30) days written notice.

Upon appropriate receipt by GTRC or the DEPARTMENT of such notice of termination, the GTRC shall discontinue and cause all work under the project to terminate upon the date specified in the said notice. In the event of such termination, the GTRC shall be paid any costs which have accrued up to and including the specified date of termination and reimbursement for any claims or settlement arising out of the termination of orders required for this contract.

**ARTICLE XIX. COVENANT AGAINST CONTINGENT FEES**

The GTRC shall comply with all relevant Federal, State, and local laws. The GTRC represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the GTRC or GIT, to solicit or secure a Task Order, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the GTRC or GIT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, the State shall have the right to annul a Task Order without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assignees of the parties hereto.

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

DEPARTMENT OF TRANSPORTATION

Commissioner (SEAL)

GEORGIA TECH RESEARCH CORPORATION

BY: CHRISTOPHER E. D'URBANO
Title: ASSIST TO GENERAL MANAGER
G. DUANE HUTCHISON
Assistant Secretary

VANNESSA DANIELS
ASSIST TO GENERAL MANAGER

ATTEST

Treasurer

CORPORATE SEAL:
I attest that the Corporate Seal affixed to this document is in fact the Seal of Corporation and that the officers of this Corporation executing this document do in fact occupy the official positions indicated and are duly authorized to execute such document on behalf of this Corporation.

Attest:

Title:

FEI#: 58-0603146
ATTACHMENT

Sample GTRC Task Order
GEORGIA DEPARTMENT OF TRANSPORTATION  
and  
GEORGIA TECH RESEARCH CORPORATION  
TASK ORDER NO. _____  
RESEARCH PROJECT NO. _____

Title: ____________________________

This Task Order is made and entered into on _____________________ 20__,
between the Department of Transportation, State of Georgia (GDOT), and the Georgia Tech
Research Corporation (GTRC) in accordance with the Basic Ordering Agreement executed
between the parties on _____________________, 20__, which is hereby incorporated by
reference and made a part hereof the same and as if fully set forth herein to provide the
provisions under which this Task Order will be conducted. GTRC has been authorized by the
Board of Regents of the University System of Georgia to serve as the official grantee for all
contracts and grants for the conduct of sponsored research at the Georgia Institute of
Technology.

GTRC is hereby assigned the above Task Order number.

The Task Order shall be conducted as follows:

1. **Statement of Work**
   See Exhibit A for Statement of Work and included budget estimate.

2. **Maximum Reimbursable Cost and Schedule of Payments**
   The maximum reimbursable cost under this Task Order is $ ______. See Exhibit A
   for the budget estimate.

3. **Period of Performance**
   This Task Order's starting date shall be the effective date entered above upon its
   execution on the first page of the Task Order. Work shall be completed within ___
   months after the starting date.
4. Professional Staff

The professional staff working on this Task Order shall include the following person(s) working in the designated capacities:

5. Reports and Other Deliverables

A final report documenting all activities under this Task Order shall be submitted to the GDOT in draft form within ___ months after the starting date of the Task Order. After review by GDOT, the final report will be revised as necessary and submitted in final form suitable for reproduction within ___ months after the starting date. A project summary flyer in format to be provided by GDOT shall be delivered before or upon project completion date for technology transfer use by GDOT. Quarterly Progress Reports and, as applicable, Project Management Reports are required as noted in the Basic Ordering Agreement. Deliverables under this Task Order, in addition to the Final Report and other reports noted in this section, are identified in Exhibit A. Statement of Work, included herein as part of the Task Order.

6. Acceptance Criteria

GDOT acceptance of the project and deliverables shall be made upon satisfactory completion of work and delivery of reports and all deliverables noted in Exhibit A. Statement of Work, and of requirements contained in this Task Order and incorporated Basic Ordering Agreement.

7. Other Special Requirements or Terms and Conditions
IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written:

DEPARTMENT OF TRANSPORTATION

Commissioner (SEAL)

ATTEST

Treasurer

GEORGIA TECH RESEARCH CORPORATION

BY: 

Title: 

ATTEST:

Title: 

FEI#: 58-0603146

Note:
For GTRC - the Witness, Notary Public, and Corporate Seal, have been executed on the BOA and is incorporated in this Task Order by Reference. This format has been approved by GDOT Legal Services and GTRC and is incorporated in this Task Order by reference.
## APPENDICES

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CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the ______________ of the Department of Transportation of the State of Georgia, and that the Department of Transportation of the State of Georgia or its representatives has not been required, directly or indirectly as an express or implied condition in connection with obtaining, or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or
(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-Aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____________________ Signature _____________________
CERTIFICATION OF CONSULTANT

I hereby certify that I am the Assistant to the General Manager, and duly authorized representative of Georgia Tech Research Corporation, whose address is 505 Tenth Street NW, Atlanta, GA 30318, and that neither I nor the above firm I hereby represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant), to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-Aid Highway funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date 5/3/14

Signature

A.2
CERTIFICATION OF
RESTRICTION OF LOBBYING

I, Christopher E. D'Urbano

hereby certify on behalf of Georgia Tech Research Corporation

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 any 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 failure.

Executed this 2nd day of May, 2014.

By: ____________________________

Signature of Authorized Official

Assistant to General Manager

Title of Authorized Official

A.3
**DISCLOSURE OF LOBBYING ACTIVITIES**

1. **Type of Federal Action**
   - a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. **Status of Federal Action**
   - a. bid/offer/application
   - b. initial award
   - c. post-award

3. **Report Type**
   - a. initial filing
   - b. material change

   For Material Change Only:
   - year ______
   - quarter ______
   - date of last report ______

4. **Name and Address of Reporting Entity:**
   - [ ] Prime
   - [ ] Subawardee Tier _____ if known
   - Congressional District, if known:

5. **Federal Department/Agency:**

6. **Federal Action Number, if known:**

7. **Federal Program Name/Description:**

   CFDA Number, if applicable:

8. **Award Amount, if known:**

9. **Amount of Payment (check if applicable):**

   $______
   - [ ] actual
   - [ ] planned

10. **Form of Payment (check all that apply):**
    - [ ] a. cash
    - [ ] b. in-kind; specify: nature: ______
      value: ______

11. **Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:**

12. **Type of Payment (check all that apply):**
    - [ ] a. retainer
    - [ ] b. one-time fee
    - [ ] c. commission
    - [ ] d. contingent fee
    - [ ] e. deferred
    - [ ] f. other, specify: ______

13. **Signature:**
    - Print Name
    - Title
    - Telephone Number: ______ Date: ______

14. **Continuation Sheet(s) SF-LLL-A attached:**
    - [ ] Yes
    - [ ] No

   Information requested through this form is authorized by code 31 U.S.C. section 1352. This disclosure of lobbying is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each failure.

   Authorized for Local Reproduction
   Standard Form - LLL
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contact awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the Prime Federal recipient, include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check 211 boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget, Paperwork Reduction Project (0340-0046), Washington, D.C., 20503.
CERTIFICATION OF CONSULTANT
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of

Georgia Tech Research Corporation

whose address is 505 Tenth Street NW, Atlanta, GA 30318

and it is also certified that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia
Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full;
and

(2) A drug-free workplace will be provided for the consultant's employees during the
performance of the contract; and

(3) Each subcontractor hired by the Consultant shall be required to ensure that the
subcontractor's employees are provided a drug-free workplace. The Consultant shall
secure from the subcontractor the following written certification: "As part of the
subcontracting agreement
with Georgia Tech Research Corporation
certifies to that consultant that a drug-free workplace will be provided for the
subcontractor's employees during the performance of this contract pursuant to paragraph
(7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3;" and

(4) It is certified that the undersigned will not engage in unlawful manufacture, sale,
distribution, dispensation, possession, or use of a controlled substance of marijuana
during the performance contract.

Date 5/2/14  Signature
APPENDIX A
Primary Contractor Certification Regarding Disbarment, Suspension, and Other Responsibility Matters

I hereby certify that I am the Assistant to the General Manager

and duly authorized representative of the firm of Georgia Tech Research Corporation,

whose address is 505 Tenth Street NW, Atlanta, GA 30318.

I certify that I have read and understand the attached instructions and that to the best of my
knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared
ineligible or voluntarily excluded from covered transactions by the Georgia
Department of Transportation and by any Federal department or agency;

(b) Have not within a three-year period preceding this Agreement been convicted of
or had a civil judgment rendered against the firm or its representatives for
commission of fraud or a criminal offense in connection with obtaining,
attempting to obtain or performing a public (Federal, State, or Local) transaction
or contract under a public transaction in violation of Federal or State antitrust
statutes or commission of embezzlement, theft, forgery, bribery, falsification or
destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a
governmental entity (Federal, State, or Local) with commission of any of the
offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this Agreement has one or more
public transactions (Federal, State, or Local) terminated for cause of default;

(e) That the firm will include the clause titled "Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered
Transaction" as attached hereto and without modification, in all lower tiers covered
transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and
49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for
any misrepresentation that would render this certification erroneous, including termination of this
Agreement and other remedies available to the Georgia Department of Transportation and Federal
Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of
Transportation, in connection with this Agreement involving participation of Federal-Aid Highway
Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date: 5/2/14 Signature: [Signature]

A.8
INSTRUCTIONS FOR APPENDIX A CERTIFICATION

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix A.

2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A Consultant, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows, that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause of default.
APPENDIX B

LOWER TIER CONTRACTOR
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION

I hereby certify that I am the ____________________________
and duly authorized representative of the firm of ____________________________,
whose address is ____________________________________________
and I certify that I have read and understand the attached Appendix B instructions that to
the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared
ineligible or voluntarily excluded from covered transactions by the Primary Contractor,
Georgia Department of Transportation or by any Federal department or agency.

I acknowledge that this certification is provided pursuant to Executive Order
12549 and 49 CFR part 29 and that this firm agrees to abide by the rules and conditions
set forth therein for any misrepresentation that would render this certification erroneous,
including termination of this Agreement and other remedies available to the Georgia
Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia
Department of Transportation, in connection with the Prime Contractor Agreement
involving the participation of Federal-Aid Highway Funds, and is subject to applicable
State and Federal laws, both criminal and civil.

Date ____________________________  Signature ____________________________
INSTRUCTIONS FOR APPENDIX B CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. 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 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.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

A.11
NOTICE TO CONTRACTORS

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
FOR FEDERAL AID CONTRACTS

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. **Compliance with Regulations**: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and tenure of subcontractors including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the contractor will not participate either directly or indirectly in the discrimination as prohibited by 23 CFR 710.405 (b).

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

4. **Information and Reports**: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding of payments to the contractor under the contract until the contractor complies, and /or (b) cancellations, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State; and in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.