

March 12, 2025

Metropolitan North Georgia Water Planning District
REQUEST FOR PROPOSALS
Consultant Support for the District-Wide Stormwater Management Infrastructure
Mapping Strategy Project

The Metropolitan North Georgia Water Planning District (District) is requesting proposals from consulting firms to support the development of a pilot District-Wide Stormwater Management Infrastructure Map. The work will involve stakeholder engagement, conducting a literature review, identifying and compiling existing data sources, performing a data gap analysis, creating a preliminary GIS map package, and developing a strategy for future phases of the project.

The District is seeking a firm with experience in GIS data collection, analysis, and mapping, research and strategic planning, effective stakeholder engagement, and a strong foundation in stormwater management and engineering practices.

The proposal should provide a description of qualifications within your consulting firm to accomplish the tasks outlined in the Scope of Work provided in *Exhibit A*. This should include both consulting firm and individual staff experience relevant to the Scope of Work.

The District intends to enter into an agreement with the selected firm for approximately 13 months from May 5, 2025 to June 30, 2026. Funding for this project was secured through a Georgia Environmental Protection Division Section 319(h) grant, so extensions cannot be offered.

The proposal should provide project cost estimates in the format provided in Exhibit B. The consulting firm shall determine the level of effort for each task within Exhibit A which must be clearly provided in the proposal and should include the total staff hours. The work effort will be based on a total budget of \$250,000. The District has the right to adjust priorities during the contract term to align work effort with funding.

The District will convene an evaluation committee to review all proposals. It is anticipated that the District will select a consulting firm based upon the proposals submitted. However, the District reserves the right to identify a short list of consulting firms from the proposals received. The shortlisted consulting firms would be invited to interview with the evaluation committee. The evaluation committee will provide a recommendation to the Chairman of the District Board for final approval. The District reserves the right to award this contract based on initial proposals received without formal interviews.

The contract will be awarded to the consulting firm determined to be the most qualified to perform the work based on the following evaluation criteria:

1. Qualifications and experience related to the Scope of Work of the consulting firm and individuals in the firm directly assigned to the project (55 percent)
2. Proposed approach to address the Scope of Work (30 percent)

3. Consultant's proposed cost estimate. The cost estimate shall follow the format outlined in Exhibit B. (15 percent)

Disadvantaged Business Enterprises (DBE) shall have equal opportunity to participate in the performance of the District's contracts. Such DBEs are encouraged to compete and should be identified in responses to this RFP.

Brooks Act procedures will not apply to this solicitation because the professional services identified in Exhibit A are not required to be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

A copy of the District contract boilerplate had been included as Exhibit C in this RFP. As part of the contract, the selected firm will be required to complete:

- The Georgia Security and Immigration Compliance Act Affidavit addressing compliance with O.C.G.A. § 13-10-91(b), including E-Verify participation (Exhibit D); and
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions and Lobbying (Exhibit E).

Proposals are limited to a total of no more than 10 pages (not including cover, resumes, and cost proposal) with a font size that is a minimum of 11 point. Proposals should include the following information:

1. Name of the consulting firm;
2. Point of contact (name, title, email address, and phone number);
3. Project Manager (name, title, and phone number);
4. Documentation of DBE/Small Business status of the proposer, or documentation of DBE/Small Business participation (if applicable);
5. Qualifications and technical competence;
6. Description of similar experience on projects related to the Scope of Work;
7. Three references (at least one from metropolitan Atlanta) with current contact information (name, title, email address, and phone number);
8. Identification of specific personnel committed to work on the project, the office location(s) of this personnel, and a description of their education and experience directly related to the Scope of Work. Provide one to two-page resumes of up to four key staff as an appendix to the proposal;
9. A proposed approach to accomplishing the work described in Exhibit A;
10. A proposed project cost proposal in the format of Exhibit B to this RFP (not included in the page limit); and
11. Any other pertinent information.

Questions shall be received no later than **March 24, 2025 at 5:00 p.m.** and should be submitted in writing to Katherine Atteberry (KAtteberry@atlantaregional.org). Pertinent information, including questions and responses, from written questions will be emailed to each firm at the same time,

and no later than **March 28, 2025 at 5:00 p.m.** No other direct contact related to this Request for Proposals between prospective consultants and the District staff, Board members, or proposal review team is permitted.

No later than April 14, 2025 at 5:00 p.m. the District must receive an email c/o Katherine Atteberry (KAtteberry@atlantaregional.org) that contains one (1) electronic copy of the proposal in PDF format AND a tracking number for one (1) printed copy that was sent via a shipping service with tracking to:

**Metropolitan North Georgia Water Planning District
c/o Katherine Atteberry
229 Peachtree Street NE, Suite 100
Atlanta, GA 30303**

The District will confirm via email that the PDF proposal and tracking number were received. Proposals delivered by hand will not be accepted. No responses received via email after this date and time will be considered.

CONFIDENTIALITY AND CONFLICT OF INTEREST

The District and the Atlanta Regional Commission (ARC) are 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 the 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 WORK

Consultant Support for the District-Wide Stormwater Management Infrastructure Mapping Strategy Project

OVERVIEW

The purpose of this Scope of Work is to define the tasks and deliverables for a consulting firm to assist the District in the first phase of developing a regional stormwater management infrastructure map (RSWI Map).

The District acquired Georgia Environmental Protection Division (GA EPD) Section 319(h) grant funding for the preliminary data gathering that will lead to creating the RSWI Map. This project is the first of multiple projects to create a map that provides a connected and comprehensive overview of stormwater infrastructure within the District's 15-county footprint. The final RSWI Map will be an online GIS Data Browser that lets the public search GIS maps with no special software required. It will also have enough detail to be paired with the District's [Stormwater Forecast](#) to perform basin specific volume management gap analysis. Upon completion, the final RSWI Map will enhance the District's ongoing regional planning efforts to address water quality and support implementation of best management practices (BMPs). This Scope of Work outlines tasks to investigate the viability and develop a strategy for creating the RSWI Map.

The consultant will be responsible for all aspects of the project detailed within the Scope of Work, including data collection, analysis, GIS mapping, stakeholder engagement, and the development of a comprehensive strategy for future phases of the project.

Task 1: Development of a Detailed Project Schedule

The consultant will work with the District to develop a detailed project schedule. This schedule will include meetings, deliverable dates, and review periods. This task will be completed before any other tasks are initiated.

Task 1 Deliverables

- A detailed project schedule in Microsoft Excel format

Task 2: Project Advisory Committee

The consultant will work with the District to form and manage the District Stormwater Management Infrastructure Mapping Advisory Committee that will review and contribute input to the mapping process. The following subtasks are required:

Subtask 1: Work with the District to identify and confirm no more than 10 individuals and/or organization representatives to serve on the Advisory Committee.

Subtask 2: Convene four Advisory Committee meetings in June, September, and November 2025 and February 2026 where at least 50% of confirmed Advisory Committee members are present. The Advisory Committee will provide feedback on the current project scope and share insight into future stakeholder coordination. Elements of this work may include:

- Identifying key partners external to the Advisory Committee.
- Developing a plan to maximize buy-in from District members on the final product, addressing their needs and concerns.
- Incorporating findings into the Task 6 Deliverable: Strategy Document.

Subtask 3: Work with the District to ensure documentation of outreach (emails, virtual meeting and/or phone logs), final contact information list for the confirmed Advisory Committee members, and other required 319(h) grant documentation is prepared in digital format and ready to provide to GA EPD.

Task 2 Deliverables

- Consultant attendance and support at four in-person Advisory Committee meetings
- Documentation required by the 319(h) grant of Advisory Committee meetings including meeting invitations/announcements, agendas, attendance sign-in sheets, presentations and handouts, and minutes

Task 3: Literature Review

Prior to Tasks 4 and 5, the consultant will conduct a literature review focusing on:

- Best practices for GIS regional stormwater infrastructure inventory mapping and data gap analysis projects.
- Insights gained from regional stormwater infrastructure inventory examples (including methodologies and implementation strategies).
- Available tools and emerging technologies for creation and long-term maintenance of the map and inventory database.

Task 3 Deliverables

- Short summaries (no more than a paragraph) and link or copy of individual relevant, current, and up-to-date materials accessed as part of the literature review
- A technical memo highlighting literature review findings and recommendations for creating the RSWI map creation and maintenance

Task 4: Identify Existing Data and Data Gaps to create RSWI map

The consultant will identify and compile existing data required to create the RSWI map and perform a data gap analysis by completing the following subtasks:

Subtask 1: Identify and collect existing stormwater management system data. The data will include public & private infrastructure, and grey & green infrastructure. Sources will include at a minimum:

- Atlanta Regional Commission [Open Data & Mapping Hub](#) Stormwater Infrastructure Data.
- Data submitted to GA EPD for Municipal Separate Storm Sewer System (MS4) annual reporting requirements.
- Open call to Local Governments to voluntarily submit/share GIS data.

Subtask 2: Identify and collect existing greenspace property data. This subtask will augment the Atlanta Regional Commission Open Data & Mapping Hub Greenspace in Atlanta Region layer.

Subtask 3: The consultant will perform a gap analysis to assess the completeness, accuracy, and consistency of existing data in relation to the District's goal to provide a publicly accessible stormwater infrastructure map with the ability to perform basin specific volume management gap analysis using the District's Stormwater Forecast.

Task 4 Deliverables

- The consultant will provide the District with the identified existing datasets and their associated metadata. Metadata for existing datasets should include, at minimum, data description with defined terms, date, and source including URL, if applicable, from which data was retrieved.
- A technical memo summarizing identified data gaps

Task 5: Create GIS Map Package from Existing Data Sources

All necessary Esri software, including an ArcGIS Online Organization account licensed to the consultant, shall be used to complete tasks. Upon completion, all assets will be migrated to Atlanta Regional Commission (ARC) infrastructure and published internally through the ARC ArcGIS Online Organization account. The consultant will create a GIS map package using existing data sets collected in Task 4. The package should assemble and integrate identified datasets into a cohesive and informative map product, through completion of the following subtasks:

Subtask 1: Using ArcGIS Pro, the consultant will process the spatial data collected in Task 4 to create feature classes in a file geodatabase for the various stormwater management network feature class types (point, line, polygon). The consultant should define a comprehensive schema for each feature class type based on the collective attributes of the existing datasets, using coded value domains where necessary. Consultant will ensure attribute field name is meaningful, does not start with a number, contains only letters, numbers, and underscores up to 30 characters. Attribute field labels (alias) for feature classes will be human readable and any necessary length to readily understand field

definitions. Metadata will be prepared directly in each feature class and include the following:

Title: Including geography

Tags: Broad and narrow

Summary: One sentence high level summary

Description: Create detailed description, building from summary. Include attribute definitions and labels if needed, noteworthy methodology, data sources, date

Subtask 2: The consultant should apply symbology and pop-up configurations in the final ArcGIS Pro project file prior to publishing the feature layer to ArcGIS Online.

Subtask 3: The consultant will publish the final GIS dataset as a hosted feature layer(s). Upon hosted feature layer publication, ensure associated ArcGIS Online data items include metadata consistent with geodatabase feature classes.

Subtask 4: The consultant will create a spreadsheet for attribute field definitions included in each feature class.

Task 5 Deliverables

- Final ArcGIS Pro project file (.aprx) containing the final file geodatabase
- ArcGIS Online items for all stormwater infrastructure network layer(s)
- Microsoft Excel spreadsheet containing attribute field definitions for each feature class

Task 6: Create Strategy Document

The consultant will create a comprehensive strategy document outlining the plan for future project phases providing specific recommendations for data collection and creation of a complete RSWI Map in future project phases. This document will address gap analysis, final map elements, and potential security considerations. The following outline provides guidance on strategy document elements.

- Filling Data Gaps with Current and Emerging Technologies
 - Identify future field surveying needs to supplement existing data
 - Evaluate and recommend appropriate mapping technologies (e.g. LIDAR, remote sensing, algorithms, Artificial Intelligence) for data acquisition and processing
- Final RSWI Map Elements and Design
 - Develop an Accessibility Analysis and Plan to ensure the final RSWI Map is functional and usable for diverse users (e.g. GIS professionals, the public, and Americans with Disabilities Act (ADA) elements)

- Define the attributes to be collected and clearly differentiate between those that should be shared publicly and those that should remain internal to the ARC/the District
- Security Considerations
 - Analyze and document data security concerns requiring limits on the detail or availability of RSWI Map information
 - Determine the balance of addressing security concerns and required attributes that make the RSWI Map a useful regional resource for the public to understand stormwater infrastructure location and connectivity

Task 6 Deliverables

- Draft strategy document (Due 3/31/2026)
- Final strategy document (Due 6/15/2026)

Task 7: Participate in Project Review Meetings with GA EPD

The consultant will participate in project review meetings with GA EPD. In the first year of the project term, project review meetings will be held six months and twelve months after the project start date. In subsequent years of the project term, project review meetings will be held annually (if applicable).

Task 7 Deliverables

- Consultant participation in project review meetings with GA EPD
- Materials presented at the six-month project review meeting
- Materials presented at the twelve-month project review meeting

Task 8: Support Invoicing, Status Reports, and Closeout Reporting

The consultant will ensure the District has the project status documentation to prepare quarterly invoices, status reports, and closeout reporting for GA EPD. For quarterly invoicing and status reports, information will be prepared and delivered to the District with adequate time for processing and submittal to GA EPD by the 15th of January, April, July, and October throughout the project term. For final invoice and closeout report, information will be prepared and delivered to the District with adequate time for processing and submittal to GA EPD by June 30, 2026.

Task 8 Deliverables

- Quarterly invoices using the template provided by GA EPD
- Quarterly status reports that document progress and expenditures according to the project schedule
- Final Invoice and Closeout Report using template provided by GAEPD for inclusion in the USEPA Grants Reporting and Tracking System

EXHIBIT B

Format for Consultant Cost Proposal - Tasks 1-8

The following format shall be used to develop the project cost proposal for Tasks 1 to 8. The total project budget for Tasks 1-8 is \$250,000. The contract will be lump sum with a 13-month term.

Cost Proposal for Task 1-8

1. <u>Direct Labor</u>	<u>Estimated Hours</u>	<u>Rate/Hour</u>	<u>Total Estimated Cost</u>
(List by billing category)	(List for each)	(List for each)	(List for each)
		TOTAL DIRECT LABOR:	\$_____

2. <u>Overhead Cost</u>			
(overhead percentage rate) x (total direct labor)			
		TOTAL OVERHEAD:	\$_____

3. <u>Other Direct Costs</u>		TOTAL ODCs:	\$_____
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4. <u>Travel</u>		TOTAL TRAVEL:	\$_____
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5. <u>Profit</u>			
(percentage rate) x (total contract price excluding ODCs and Travel)			
		TOTAL PROFIT:	\$_____

		TOTAL PROJECT COST:	\$_____
		(Project Budget \$250,000)	

EXHIBIT C

MNGWPD Contract
No. MW _____

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of this ___ day of ___, 2025 by and between CONSULTANT NAME of CITY, STATE (hereinafter referred to as the "Consultant") and the Metropolitan North Georgia Water Planning District, (hereinafter referred to as "MNGWPD" or "the District").

WITNESETHAT

WHEREAS, MNGWPD, pursuant to O.C.G.A. § 12-5-570 *et.seq*, is obligated to develop regional and watershed-specific plans; and

WHEREAS, MNGWPD desires to engage the Consultant to render certain technical or professional 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 funds from the State of Georgia, the United States Government, or participating Local Governments (hereinafter, along with the appropriate auditing agency of the entity providing such funds, referred to as the "Concerned Funding Agency or Agencies"); and

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. Employment of the Consultant. MNGWPD 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 contained herein.

2. Time of Performance. The services of the Consultant are to commence no later than fifteen (15) days after the execution of this contract and shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A". The MNGWPD reserves the option to require the completion of an optional task as described in Attachments A and B. Should the MNGWPD decide to exercise this option a formal amendment to this Agreement will be executed. All services required hereunder shall be completed by or before DATE.

3. Compensation and Method of Payment. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment "B" which is attached hereto and made a part hereof. In no event, however, will the total compensation and reimbursement, if any, to be paid the Consultant under this contract exceed the amount as further described in Attachment "B" of this contract.

4. Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, with the skill and diligence normally employed by Consultants performing similar work and services, the work and services described in Attachment "A", which is attached hereto and made a part hereof. The Consultant shall ensure adequate review, coordination and approval of the work with MNGWPD's Chief Executive Officer (CEO) or his authorized agent (as used herein the CEO's "authorized agent" shall mean that person designated by MNGWPD's CEO in Paragraph 27 of this contract).

5. Progress Payments. Unless otherwise provided in Attachment "B", the Consultant shall be entitled to receive progress payments on the following basis: As of the last day of each calendar month during the existence of this contract, the Consultant shall submit to MNGWPD an invoice for payment based on the percentage of completion of the Project through the invoice period. Subject to MNGWPD's right to verify the accuracy of the invoice and the satisfactory performance of the work evidenced thereby, MNGWPD will make payments to the Consultant as the work progresses but not more often than once a month. Invoices must cover a period ending with the end of a month and must be received within fifteen (15) days following the end of the invoice period. The Consultant will be paid an amount which bears the same ratio to the total compensation to be paid to the Consultant under this contract as the work and services actually performed as of the end of the invoice period bear to the total work and services to be performed by the Consultant under this contract, less all previous progress payments made pursuant hereto. Upon completion and acceptance by MNGWPD of the work, including the receipt of any final written submission of the Consultant, MNGWPD shall pay the Consultant a sum equal to one hundred per cent (100%) of the compensation to be paid under this contract, less the total of all previous payments made. Such payment shall be made no later than thirty days after MNGWPD's acceptance of the Consultant's invoice and MNGWPD's receipt of such funds from the Concerned Funding Agency.

6. Consultant's Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of MNGWPD, nor shall such personnel have been employees of MNGWPD during any time within the twelve-month period immediately prior to the date of this contract, except with the express prior written consent of MNGWPD's CEO or his authorized agent. Further, the Consultant agrees that no such personnel shall be involved in any way with the performance of this contract, without the express prior written approval of MNGWPD's CEO or his authorized agent.

7. Approval of Subcontracts. None of the work or services to be performed under this contract by the Consultant shall be subcontracted without the prior written approval of MNGWPD's CEO or his authorized agent. If such subcontracting is authorized as herein provided, all subcontract documents shall be submitted to MNGWPD's CEO or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by MNGWPD's CEO or his authorized agent, the Consultant shall provide such documentation as MNGWPD shall require, regarding the method the Consultant used in selecting its subcontractor. The Consultant acknowledges that if the work or services to be performed under this contract is financed solely or partially through 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.

8. Review and Coordination. To ensure adequate review and evaluation of the work, and proper coordination among interested parties, MNGWPD shall be kept fully informed concerning the progress of the work and services to be performed hereunder. MNGWPD may require the Consultant to meet with designated officials of MNGWPD and the Concerned Funding Agency from time to time to review the work. Reasonable prior notice of such review meeting shall be given the Consultant.

9. Reports. The Consultant shall furnish MNGWPD with a monthly narrative progress report, in such form as may be specified by MNGWPD's CEO or his authorized agent, outlining the work accomplished by the Consultant during the month of such report and the current status of the Project, including the percentage of the work which has been completed as of the end of the month of such report. Such report shall be furnished within fifteen (15) days of the end of the month of such report.

10. Inspections. Authorized representatives of MNGWPD and the Concerned Funding Agency may at all reasonable times review and inspect the Project activities and data collected pursuant to this contract. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Consultant shall be made available to authorized representatives of MNGWPD and the Concerned Funding Agency 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 his professional obligation to correct, at his expense, any errors found in the work.

11. 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 contract, and for three years from the date of final payment under the contract, for inspection by MNGWPD, the Concerned Funding Agency, and if the work and services to be performed under this contract is wholly or partially funded with Federal funds, the Comptroller General of the United States, or any other party as may be directed by MNGWPD. Notwithstanding this Section 11 or any other provisions of this contract and pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq*, all records received or maintained by Consultant or any other private entity in the performance of work and services under this contract shall be subject to disclosure to the same extent that such records would be subject to disclosure if received or maintained by MNGWPD or any other agency, public agency, or public office. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

12. Compliance with Requirements of the Concerned Funding Agency. The Consultant shall be bound by the applicable terms and conditions of the Grant Contract between MNGWPD and the Concerned Funding Agency, which said Grant Contract is on file in the offices of MNGWPD and is hereby made a part of this Agreement as fully as if the same were attached hereto.

13. Data to be Furnished Consultant. All information, data, reports, records and maps which are existing, readily available and reasonably necessary, as determined by MNGWPD's CEO or his authorized agent, for the performance by the Consultant of the work and services required by this contract shall be furnished to the Consultant without charge by MNGWPD. MNGWPD, its agents and employees, shall fully cooperate with the Consultant in the performance of the Consultant's duties under this contract.

14. Rights in Documents Materials and Data Produced. Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for it under the terms of this contract shall be delivered to, become and remain the property of MNGWPD upon termination or completion of the work. MNGWPD shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, or other graphic representations and works of a similar nature. No materials or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Consultant or its subcontractors. If the work to be performed under this contract is financed wholly or partially by Federal funds, the Consultant acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the Concerned Funding Agency. Information regarding these relevant regulations may be obtained upon written request to MNGWPD's CEO or his authorized agent. If this contract provides for the development of systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems developed under this contract shall be the property of Consultant. However, MNGWPD, and the Concerned Funding Agencies shall retain the right, in perpetuity, to use, and to authorize others within the State of Georgia to use the systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems without restriction or limitation and without compensation to the Consultant other than that provided for in this contract.

15. Identification of Documents. Unless otherwise provided in Attachment "A", all reports, maps and other documents completed as a part of this contract shall bear on the title page of such report, map or document, the following legend: "Prepared by (insert name of Consultant) under Contract with the Metropolitan North Georgia Water Planning District. The preparation of this (insert either report, map or document, as appropriate) was financed in part by funds provided by (insert name of the Concerned Funding Agency and an identification of the grant program)." The date (month and year) in which the document was prepared shall also be shown.

16. Publication and Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented publicly or published without prior approval of MNGWPD's CEO or his authorized agent. All such reports, information, data, etc., shall be kept confidential by the Consultant and shall not be made available to any individual or organization by the Consultant, until MNGWPD's CEO or his authorized agent authorizes the release of same in writing. All articles, paper, bulletins, reports or other material reporting plans, progress, analysis or results and findings of the work conducted under this contract are subject to Georgia's Open Records Act, O.C.G.A. § 50-18-70 *et. seq.* Consultant shall notify MNGWPD, within twelve (12) hours of the receipt of any and all requests to review any such articles, paper, bulletins, reports or other material.

17. 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 their agents, employees or subcontractors, 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 contract no person having any such

interest shall be employed by the Consultant as an agent, subcontractor or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph 17, the Consultant shall request in writing the advice of MNGWPD's CEO or his authorized agent, and if MNGWPD's CEO or his authorized agent shall notify 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.

18. Interest of Member of MNGWPD and Others. No officer, member or employee of MNGWPD, 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 contract which affects his or her personal interest 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 MNGWPD, or public official of any local government affected by the Project, have any interest, direct or indirect, in this contract or the proceeds arising therefrom.

19. Official 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 contract or to any benefit to arise herefrom.

20. Nondiscrimination.

(A) The Consultant will not discriminate against any qualified employee, applicant for employment or subcontractor because of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. 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. If the Consultant has fifty or more employees and if the total compensation and reimbursement to be paid to the Consultant as specified in paragraph 3 of this contract is Fifty Thousand Dollars (\$50,000) or more, the Consultant certifies that: (1) It has developed a written Affirmative Action Program (AAP) which includes: (a) an analysis of the Consultant's work force showing by job category the extent to which minorities and females are being underutilized, and (b) where minorities and females are being underutilized, realistic goals and timetables in each job category for correcting the underutilization; and (2) It presently has such a plan in effect and such plan will remain in effect at least until the Project completion date specified in paragraph 2 of the contract. The Consultant agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Consultant, state that all qualified applications will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to subcontracts for less than \$10,000.00.

(B) The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of employees and applicants for employment as MNGWPD or the Concerned Funding Agency may require.

(C) The Consultant agrees to comply with such rules, regulations or guidelines as MNGWPD or the Concerned Funding Agency may issue to implement the requirements of this paragraph 20.

21. Changes. MNGWPD may require changes in the work and services that the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between MNGWPD and the Consultant, shall be incorporated in written amendments to this contract.

22. 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 MNGWPD's CEO or his authorized agent.

23. Indemnification. The Consultant shall hold harmless and indemnify MNGWPD, 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 to the proportionate extent by the negligent performance of services under this agreement by the consultant or any person employed by the consultant. Consultant's liability to MNGWPD for all the aforesaid matters is limited to proceeds recovered from insurance and within the coverage limits specified in article 24 below.

24. 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, General Liability, Property Damage, and Valuable Papers coverage. The insurance limits will be \$100,000 per occurrence or claim, with \$500,000 in the aggregate where appropriate.

25. Termination of the Contract 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 contract, or if the Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this contract, MNGWPD shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon receipt of written notice of termination, Consultant shall have five (5) business days to cure the deficiency. If such deficiency is not cured, all finished or unfinished documents and other materials collected or produced under this contract (as more fully described in paragraph 14 hereof) shall, at the option of MNGWPD, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials. Notwithstanding the foregoing, the Consultant shall not be relieved of liability to MNGWPD for damages sustained by MNGWPD by virtue of any breach of this contract by the Consultant, and MNGWPD may withhold any payment 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 MNGWPD from the Consultant is determined.

26. Termination for Convenience. MNGWPD may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected under this contract (as more fully described in paragraph 14 above) shall, at the option of MNGWPD, become its property. If this contract is terminated by MNGWPD as provided in this paragraph 26, the Consultant will be paid either (a) an amount which bears the same ratio to the total compensation to be paid to the Consultant under this contract as the services actually performed prior to the termination of this contract bear to the total services to be performed by the Consultant under this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed by the effective date of such termination, the Consultant shall be reimbursed (in addition to the foregoing payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by the Consultant during the contract period, which are directly attributable to the uncompleted portion of the services covered by this contract; or if payment under this contract is on a cost reimbursement basis, (b) the actual expenses incurred by the Consultant prior to the effective date of such termination, as authorized in Attachment "B", plus any profit shown in Attachment "B". Provided, however, if this contract is terminated due to the fault of the Consultant, the provisions of paragraph 25 hereof shall prevail.

27. Designation of Authorized Agent: Under an existing agreement between the MNGWPD and the Atlanta Regional Commission (ARC) certain administrative, financial and technical staff support functions are performed by ARC for the MNGWPD. The following terms apply to this contract:

- a. ARC shall administer this contract on behalf of the MNGWPD, including but not limited to approval and acceptance of work or services, approval of subcontracts, and authorization of payment.
- b. ARC's Manager of its Natural Resources Division is designated as the Authorized Agent for such administration.

28. Immigration Compliance: 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.

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.

29. 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.

30. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of such State.

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

CONSULTANT

ATTEST:

By: _____

Title: _____

METROPOLITAN NORTH GEORGIA
WATER PLANNING DISTRICT

ATTEST:

Secretary - Treasurer

By: _____

Chairperson & CEO

EXHIBIT D

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 _____, 20__

_____ [NOTARY SEAL]

Notary Public

My Commission Expires: _____

EXHIBIT E

**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