



City of Milton

CITY OF MILTON REQUEST FOR PROPOSAL (THIS IS NOT AN ORDER)

RFP Number:
10-CD02

RFP Title:
Professional Building Inspection and Plan Review Services

RFP Due Date and Time:
September 9th, 2010 @ 2:00pm local time

ISSUING DEPARTMENT INFORMATION

Procurement Office Contact:
Rick Pearce

Issue Date:
August 16th, 2010

City of Milton
13000 Deerfield Pkwy, Suite 107G
Milton, Ga. 30004

Phone: 678-242-2500
Fax: 678-242-2499
Website: www.cityofmiltonga.us

INSTRUCTIONS TO OFFERORS

Return Proposal to:

City of Milton
Attn: Rick Pearce, Purchasing Office
13000 Deerfield Pkwy
Suite 107G
Milton, Ga. 30004

Mark Face of Envelope/Package:

Bid Number: 10-CD02
Name of Company or Firm

Special Instructions:

Deadline for Written Questions

August 30th, 2010 @ 5:00PM

Email(preferred) questions to Rick Pearce at
rick.pearce@cityofmiltonga.us or Fax
questions Attn: Rick Pearce at 678-242-2499

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror Federal I.D. Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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OFFEROR'S RFP CHECKLIST

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the City website for RFP addenda.** Before submitting your response, check the City website at <http://www.cityofmiltonga.us/> and http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.



**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH BID**

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:



**City of Milton
RFP# 10-CD02
PROPOSAL LETTER
(Bidder to sign and return with proposal)**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposal (RFP) regarding the City of Milton Professional Building Inspection and Plan Review Services.

It is understood and agreed that we have read the City’s specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the city.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____
Print/Type Name _____
Print/Type Company Name Here _____

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	<u>August 16th, 2010</u>
Deadline for Receipt of Written Questions	<u>August 30th, 2010</u>
Posting of Written Answers by City to Websites.....	<u>September 3rd, 2010</u>
RFP Response Due Date (2:00pm local time)	<u>September 9th, 2010</u>
Estimated Date for Oral Presentations.....	<u>September 20th, 2010</u>
Estimated Date for RFP Award	<u>October 18th, 2010</u>

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

Incorporated December 1, 2006, the City of Milton is committed to maintaining a unique quality of life for its constituents, while efficiently delivering essential services to residents and businesses in a community-interactive environment. Milton is a distinctive community embracing small-town life and heritage, while preserving and enhancing our rural character. The former management plan for the city was to use outside consultants for much of its daily operations. This has changed and many of the outside personnel have been replaced with City employees in 2010. However, building permitting and review and inspections have remained an outsourced service. The City has continued a slow and steady pace of commercial and residential development through the economic downturn. Recent 2009 totals include:

974 – Total Permits Issued
354 – Plan Reviews Conducted
14 – Average Inspections per day

2010 budgeting projected an approximate 30% decrease from 2009 levels, however, permit totals year to date are higher than the same period in 2009. In 2009 the total value of permits sold was approximately: \$41.5 million.

The City of Milton has an active commitment to customer satisfaction. Building Services are housed within the Community Development Department under the overall supervision of the Community Development Director. A full range of services is expected with close coordination and cooperation with Public Works, Fire and Emergency Services Departments.

The City of Milton, (hereinafter referred to as “the City”) invites you to submit a proposal for a Professional Building Inspection and Plan Review Services. A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement office, **offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of Rick Pearce.** Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Office: Rick Pearce
Address: 1300 Deerfield Parkway, Milton, GA 30004
Telephone Number: 678-242-2511
Fax Number: 678-242-2499
E-mail Address: rick.pearce@cityofmiltonga.us

1.2 REQUIRED REVIEW

1.2.1 Review RFP. Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the

procurement office identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

1.2.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing via fax or e-mail (preferred) to the procurement office referenced above on or before **August 30th, 2010**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.2.3 City's Answers. The City will provide an official written answer to all questions on or about **September 3rd, 2010**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at <http://www.cityofmiltonga.us/> and http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. **Offerors must sign and return any addendum with their RFP response.**

1.2.4 Standard Contract. By submitting a response to this RFP, offeror agrees to acceptance of the City's standard contract. Much of the language included in the standard contract reflects requirements of state law. Requests for exceptions to the standard contract terms, or any added provisions must be submitted to the procurement office referenced above by the date for receipt of written/e-mailed questions or with the offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP.

1.2.5 Mandatory Requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. The City will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3 PRE-PROPOSAL CONFERENCE

None

1.4 SUBMITTING A PROPOSAL

1.4.1 Organization of Proposal.

Two, separate proposals shall be prepared by interested firms: a "technical proposal," and a "cost proposal". (See section 5 for cost proposal)" One (1) original and four (4) copies of each proposal should be provided to the City before the requested due date. Please also provide a CD of each proposal.

TECHNICAL PROPOSAL FORMAT:

One (1) original, four (4) copies, and a CD of the proposal should be provided to the City before the requested due date. Minimum of 11 point font is required. The proposal should be stapled or spiral-bound. No binders. The maximum length for A-H below is twenty (20) single sided pages (ten pages if double-sided). Technical Proposal shall include the following:

A) Letter of Introduction

Briefly describe the firm as well as a summary of your understanding of the scope of services and overall approach. Include in your letter any additional resources being made available to provide excellent service to the city. Suggest any specific additions, or alternatives to activities described in the scope of services. The letter should be signed by an officer of the respondent's firm authorized to bind the firm to all commitments made in the proposal.

B) Experience and qualifications

1. Identify team members and include a complete listing of all names, phone numbers, and email addresses for everyone listed, including an organizational chart.
2. Describe relevant experience and qualifications of key individuals that may be involved in providing or developing such services including relevant ICC Certifications. Provide resumes for all principals and for proposed key personnel.
3. Describe ability to perform the Scope of Services efficiently and in accordance with the requirements of City, State and Federal regulations.
4. Describe past performance in completing projects of similar type, size, scope and complexity and the respondent's time and accurate completion of services.
5. Describe the team's experience with green building construction techniques and LEED certified construction.

C) References

A list of all building inspection and plan review contracts held during the last five years and the municipal representative from each location that the City may contact. The list of references should specify whether each municipality is a current or past client.

D) Customer satisfaction and citizen interaction

1. Provide a description of your approach to dispute resolution and alternative solutions.
2. Describe how personnel have demonstrated an ability to work under the direction of City staff and how you have typically received/responded to feedback on City satisfaction.

E) Plan Review process

Describe the firm's approach to plan review process. Include the tracking and reporting of details, the processing of plans and the format for comments (please provide an example of comments for a residential and commercial project)

F) Inspections process

Describe the firm’s approach to inspection requests and processing to include tracking and reporting.

G) Firm’s availability to Milton City Hall

1. Describe the key personnel’s ability to report to City Hall during normal working hours (8am-5pm) and the ability for customers to meet at the office of the City when necessary in order to provide customers of Milton with excellent customer service.
2. Outline the ability and process for responding to emergency calls regarding building-related issues such as fires, accidents, tornados, building collapse, etc.

H) Number of working days for plan review.

1. Indicate the turnaround time in terms of working days for a first time review. This turnaround time should be measured from the time a plan is received and sent back with complete comments.
2. Indicate the turnaround time in terms of working days for a re-review. This turnaround time should be measured from the time a plan is received and sent back to the applicant.

Submit the following table:

TYPE OF JOB	First review	Turn Around Time in working days	Re-review in working days
Residential			
	New construction		
	Addition		
	Remodel		
Non Residential			
	New construction		
	Addition		
	Remodel		

COST PROPOSAL FORMAT

See section 5

1.4.2 Failure to Comply with Instructions. Offerors failing to comply with RFP instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 Copies Required and Deadline for Receipt of Proposals. Two, separate proposals shall be prepared by interested firms: a “technical proposal,” and a “cost proposal.” One original and four (4) copies of each proposal should be provided to the City. ***Proposals must be received at the receptionist’s desk prior to 2:00PM, local time, September 9th, 2010. Facsimile or emailed responses to requests for proposals are not acceptable.***

1.4.4 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror’s sole risk to assure delivery to the receptionist’s desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.5 OFFEROR’S CERTIFICATION

1.5.1 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.2 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 City Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal.

1.6.2 All Timely Submitted Materials Become City Property. All materials submitted in response to this RFP become the property of the City of Milton and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of the City of Milton. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION/ MULTIPLE VENDORS

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies. Multiple vendors may form a team to submit a joint proposal. **However, no more than two vendors per team will be considered for award.** All firms and individuals involved in each team must be identified in the proposal. A single individual and firm must be designated as having overall responsibility for services. The lead individual and firm will serve as the City's primary contact and will be responsible for ensuring agreed upon timelines and work requirements are met.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of proposals has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Milton; (3) any company financial information requested by the City of Milton to determine vendor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. Counsel must use the City of Milton "Affidavit for Trade Secret/Private Information" forms in requesting information remain confidential. This affidavit form is available by contacting the Department of Finance, Procurement/Purchasing Team (678) 297-6060.

Information separated out under this process will be available for review only by the procurement office, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the

proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement office will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive

2.3.3 Evaluation of Proposals. The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. N/A

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Milton, Georgia to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.8 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place.

2.3.10 Contract Negotiation. The procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.11 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation.

2.4 RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Milton to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- If awarded, terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT

A. PURPOSE

The purpose of this Request for Proposals (“RFP”) is to solicit competitive proposals from qualified persons and/or firms to provide Building Official, Building Inspections and Plan Review services on an as needed basis to the City of Milton. The City’s intent is to minimize response time and improve customer service by outsourcing for services on an “as needed” basis in the areas of building inspections, codes interpretation and building plan review. A priority of the Community Development Department is to create a cooperative work environment with the review team and contractors to increase compliance and improve the quality of design submittals, thereby reducing the number of reviews necessary for permitting.

B. SCOPE OF SERVICES

The selected Consultant shall provide building and safety services as requested by the City. Such services shall include interpretation and enforcement of the City’s building laws and codes and all applicable State Codes; review of construction drawings to assure compliance with City and State adopted laws and codes; interfacing with permit applicants and Community Development staff; and conducting inspections. Specific projects may include residential, commercial, institutional, industrial and multi-family residential projects. Any single job may require one or subsequent reviews of submitted plans. Types of proposed plan review work may include new construction, remodel, additions, green building, LEED and public nuisance abatement. It is expected that all personnel will be ICC Certified in their relative fields or retain a sufficient combination of experience and education to achieve such certification. Please note that the selected firm may be called upon as an expert witness relating to any of the scope items.

1. PLAN REVIEWING

Consultant, upon request of the City, shall review plans prepared by or on behalf of an applicant for compliance with the Building laws of the City and State including fire codes. When satisfied that the plans comply with the applicable Building laws of the City and State, Consultant shall approve plans and forward plans for issuance of permit. Consultant will return a set of finalized plans and all supporting documentation.

2. BUILDING INSPECTOR

Consultant upon request of the City shall provide building inspection services during the course of the construction to enforce compliance with the conditions of approval, provisions of Building laws and the Code requirements set forth on the approved plans for which a permit was issued. In the performance of such duties Consultant shall observe each project at the completion of various stages of construction for compliance with the appropriate City and State codes. All inspections are to be conducted the next business day within the normal business hours of 8am to 5pm, Monday through Friday, except and unless an emergency situation occurs and the Community Development Director is notified. The Consultant may be required to conduct surveys of existing buildings to determine lack of prescribed maintenance that may warrant actions regarding hazardous conditions. The Consultant will observe safety and security procedures and immediately report potentially unsafe conditions.

4. IN-HOUSE PLAN REVIEW

Consultant upon request of the City shall provide an ICC Certified plan reviewer to perform in house plan review as needed. Additionally the reviewer should be available for recommendations for buildings, maintenance and design for City projects and facilities.

5. CODE INTERPRETATION AND REVISIONS

Consultant shall make available a Building Official who would be housed in the City offices and would be available to the public for code interpretation and explanation. The Building Official is expected to respond to all inquiries during normal business hours and within one business day. Additionally the Building Official should maintain lead role in process of local adoption and revisions to the building codes. The Building Official should also develop and continuously update a program of disseminating information to City personnel, contractors and other citizenry to keep them aware of any and all code changes, or relevant processing changes and the basis for those changes.

5. TURN AROUND TIME

Consultant upon request of the City shall return the plans to the City for the first review no later than within 21 calendar days; re-submittals shall be returned to the City no later than two weeks. The return time for an accelerated plan review shall be a maximum of two weeks for the first review and one week for any re-submittals. The City would like to see reduced turnaround times based on type of project to be reviewed to improve efficiency and customer service.

6. PLAN REVIEW AND BUILDING PERMIT FEES

Consultant upon request of the City shall prepare the fee calculations, invoicing, and billing method for building plan review and permit related fees, based on City adopted fee schedule that may be updated from time to time (See below). Permit fees are based, at a minimum, on the project valuation as stated in the “Building Valuation Data” table published by the ICC Building Safety Journal. All Building related applications and inspections will be entered and logged daily via the City’s EnerGov Solutions Software. Familiarity with the software is preferable, but not required.

RESIDENTIAL PERMIT FEE SCHEDULE

Type of Permit		Fees to be Charged
New House/Townhouse from the Ground Up		\$350 site \$25 admin \$50 CO Permit Fee \$100 Plan Review (up to 5000 sq ft) \$200 Plan Review (5001 to 10,000 sq ft) \$350 Plan Review (10,001 sq ft and up)
Basement Finish, Bathroom or Kitchen Remodel, House Addition		\$25 Admin Permit Fee \$100 Plan Review (up to 5000 sq ft) \$200 Plan Review (5001 to 10,000 sq ft) \$350 Plan Review (10,001 sq ft and up) \$350 Site fee (house addition that extends out from original house frame)
Deck Addition, Pool House, Garage, Screened Porch		\$350 site \$25 admin Permit fee (No 50%)
Pool		\$350 site \$25 admin Permit Fee (No 50%)
Electrical Permit Plumbing Permit Mechanical Permit <i>For Commercial Also</i>		\$25 admin Permit Fee (No 50%)

Roof, Replacement Window, Replace Shingles, etc		\$25 admin \$50 Permit Fee <i>Flat fee total of \$75</i>
Shed, Out Building		\$100 site \$25 admin Permit Fee (No 50%)
Fence		\$100 site \$25 admin Permit Fee (No 50%)
Demolition of Single Family House Demo of other Structures including Commercial		\$25 admin \$100 Permit Fee <i>Flat fee total of \$125</i>

Type of Permit		Fee to be Charged
New Commercial building from the ground up, New Shell Commercial structures include schools, hospitals, subdivision clubhouses etc		\$350 site \$25 admin \$50 CO Permit Fee Plan Review (50% of Permit Fee amount) \$125 Fire Review (up to 5000 sq ft)
Tenant Finish, Interior Work on Commercial Property		\$25 admin \$50 CO Permit Fee Plan Review (50% of Permit Fee amount) \$125 Fire Review (up to 5000 sq ft)
Construction of Sales Trailer		\$100 site \$25 admin Permit Fee (No 50%)
Cell Tower or Co-Locate		\$350 site \$25 admin Permit Fee

COMMERCIAL PERMIT FEE SCHEDULE

Other Fees

Type of Permit	Comments	Fee to be Charged
Re-Inspection Fire re-inspection		\$50 per re-inspection \$100 per re-inspection
Temporary Certificate of Occupancy	Only Valid for up to 60 days	\$200 Flat Fee
Reinstatement of expired permit 90% Complete	If permitted work is substantially complete as evidenced by inspection records showing passed framing and metes inspections as applicable to scope of work permitted	\$100 plus any re-inspection fees
Reinstatement of expired permit Less than 90% complete	If the permitted work is not substantially complete as evidenced by inspection records	Renewal fee is one half (50%) of the Base fee assessed at original building permit issue, but not less than \$200.00
Reinstatement of expired permit Not executed	No work has been performed as evidence by inspection records	Reinstatement amount is full permit fee

7. PLAN REVIEW RELATED MEETINGS

Consultant upon request of the City shall attend any required meetings connected with the plan review or field inspection of projects. This may require periodic attendance at a Planning Commission, Design Review Board and other City Council meetings regarding items related to Building Services.

8. PROVISION OF FACILITIES AND MATERIALS

The City will provide furnished office space and computer (with software), printer, telephone line, internet connections, office supplies, etc. for the building official and an inspector. This shall serve as the assigned personnel's mailing address, telephone number for scheduling inspections, accepting complaints and for general inquiries.

The Consultant is expected to provide transportation to and from all construction sites and the offices maintained by the City, communication equipment (cellular telephone), certification maintenance and all salary related expenses. Any other required materials will be provided on specific approval.

SECTION 4: OFFEROR QUALIFICATIONS

4.0 CITY'S RIGHT TO INVESTIGATE

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

Firms interested in providing the consulting services described in this RFP should be able to demonstrate experience and staff expertise in these areas:

- Minimum of three years experience in providing building services as a company.
- At minimum, one Certified Building Official
- At minimum, one person certified by the ICC for Residential and Commercial Building Inspections
- At minimum, one person certified by the ICC in Residential and Commercial Plan Review
- At minimum, one person certified by the ICC in Fire Plan Reviews

SECTION 5: COST PROPOSAL



MUST BE RETURNED WITH BID

Rate and Service Structure

Fee Structure for plan review

Provide fee as a percentage of City’s collected plan review fee of a first time review and one re-review. This fee should include all costs as necessary.

_____ Percentage (%) of City’s collected plan review fee

Proposed fee structure should be based on City Fee Schedule.

(5% of Evaluation)

Fee Structure for Inspections

Provide fee as a percentage of the City’s collected base permit fee.

_____ Percentage (%) of City’s collected base permit fee

Proposed fee structure should be based on the City Fee Schedule.

(15% of Evaluation)

Supplemental costs (Not included in the evaluation)

Fee Structure for Personnel in Emergency Response or other Non-Routine Requests

Hourly Rate for Certified Building Inspector: This rate should be an all inclusive rate for Certified Building Inspector.

Hourly Rate for Certified Building Official: This rate should be an all inclusive rate for a Certified Building Official.

Hourly Rate for In-house Certified Plan reviewer: This rate should be an all inclusive rate for a Certified Plan reviewer.

Submit the following table:

PERSONNEL	All Inclusive- Hourly Rate
Certified Building Inspector	
Certified Building Official	
Certified Plan Reviewer	

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

- A selection team for the City will initially evaluate and score all technical proposals received.
- Proposals not meeting the minimum technical requirements and those who are non-responsive will not be considered.
- A short list of proposers will be developed based upon the highest scores on the technical evaluation. Those short-listed will be asked to present to the selection team. Content of the Presentation will be determined after the evaluation of the technical proposals.

Proposal Evaluation Criteria

Initial evaluation

- | | |
|--|-----|
| • Project Approach: | 30% |
| -Customer Satisfaction/Citizen Interaction | |
| - Project/Plan Review processing | |
| - Inspections processing | |
| - Availability | |
| • Qualifications and experience | 40% |
| - Firm/Team Experience Qualifications | |
| - Assigned Staff Experience and Qualifications | |
| - References | |
| • Related projects experience | |

Final Evaluation

- | | |
|-----------------------|-----|
| • Presentation | 10% |
| • Price (Section 5.0) | 20% |

SECTION 7: STANDARD CONTRACT INFORMATION

7.1 STANDARD CONTRACT

The City's standard contract is attached to this document as Appendix A. Offerors should notify the City of any terms within the standard contract that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the offeror's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to change the contract, address any non-material, minor, insubstantial exceptions to the contract with the highest scoring offeror at the time of contract negotiation.

7.2 ADDITIONAL CONTRACT PROVISIONS AND TERMS

This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City's standard contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract negotiated between the City and the highest scoring offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. **It is the intent of the City to enter into a multi-year annual renewable agreement (most likely three years) with the winning bidder.** In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.5 SUBCONTRACTORS

The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.6 GENERAL INSURANCE REQUIREMENTS

See section IV (I) of the contract in Appendix A.

7.7 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

7.8 COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.11 CONTRACT TERMINATION

See section VI of the contract in Appendix A.

APPENDIX A: STANDARD CONTRACT

Reference only
Subject to change at City's discretion



CONTRACT AGREEMENT RFP #10-CD02 Professional Building Inspection and Plan Review Services

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this _____ day of _____, 2010, by and between the **CITY OF MILTON**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and Council of the City of Milton ("City"), and XXXX a Georgia Corporation, ("Consultant"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the City desires to retain Consultant to provide certain services generally described as Professional Building Inspection and Plan Review Services RFP# 10-CD02 (the "Work"); and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Professional Building Inspection and Plan Review Services

B. The Work

The Work to be completed under this Agreement (the "Work") consists of Exhibit A and the Consultants response (Exhibit B part 1 and part 2). In the event of a conflict among the terms of this Agreement, Exhibit A and Exhibit B, the term that is most advantageous to the City shall govern.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before sixty days (60) from execution of contract.

II. WORK CHANGES

A. The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the City. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the City and the Consultant.

C. The City Manager has authority to execute without further action of the City of Milton Mayor and Council, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the City of Milton Mayor and Council.

III. COMPENSATION AND METHOD OF PAYMENT

A. City agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the City that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the City of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the City *before charges are incurred* and shall be handle through

change orders as described in Section II above. The City shall pay the Consultant within thirty (30) days after approval of the invoice by City staff.

B. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall be XXXXXXXXXX.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between it and the City, recognizing that the City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

B. Budgetary Limitations

Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the City.

C. City's Reliance on the Work

The Consultant acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Consultant and that; therefore, the City bears no responsibility for Consultant's services performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Consultant's Reliance of Submissions by the City

Consultant must have timely information and input from the City in order to perform the services required under this Agreement. Consultant is entitled to rely upon information provided by the City, but Consultant shall be required to provide immediate written notice to the City if Consultant knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.

E. Consultant's Representative

_____ shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them and the City shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of City

The Consultant covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the City, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the offending act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the City or any of its agents or employees, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the City. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the City with regard to the results of such services only.

I. Insurance

(1) Requirements:

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

- (a) General Liability and Automobile Liability Coverage.
 - (i) The City, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers.

- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A: VII.

(6) Verification of Coverage:

Consultant shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The

certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insured.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) City as Additional Insured and Loss Payee:

The City shall be named as an additional insured and loss payee on all policies required by this Agreement.

J. Employment of Unauthorized Aliens Prohibited

It is the policy of City that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on City-provided forms, attached hereto as Exhibits "E" and "F" that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the City contract to ensure that no unauthorized aliens will be employed. The City Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the City contract.

The City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with the City, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may order the Contractor to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. The

Contractor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached as Exhibit "E."

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Consultant shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the City.

(3) Audits and Inspections:

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

L. Conflicts of Interest

Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics.

M. Confidentiality

Consultant acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

N. Compliance with Laws Regulating Illegal Aliens

The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

The Consultant covenants and declares that it is enrolled in the Basic Employment Verification Pilot Program, and that it has verified the employment eligibility of all its employees utilizing such program. Consultant shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the Basic Employment Verification Pilot Program. Consultant shall provide documentation prior to commencing work under this Agreement, in a form acceptable to the City, affirming the Consultant's compliance with this Section.

O. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, City, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

P. Key Personnel

All of the individuals identified in Exhibit "C" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "C", without written approval of the City. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the City. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

Q. Authority to Contract

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

R. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant (“materials”) shall be the property of the City and the City shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

V. COVENANTS OF THE CITY

A. Right of Entry

The City shall provide for right of entry for Consultant and all necessary equipment to the City of Milton, in order for Consultant to complete the Work.

B. City’s Representative

Lynn Tully, AICP shall be authorized to act on the City’s behalf with respect to the Work as the City’s designated representative.

VI. TERMINATION

A. The City shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the City’s failure to pay the Consultant within thirty (30) days of Consultant providing the City with notice of a delinquent payment and an opportunity to cure.

B. Upon termination, City shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the City.

D. The rights and remedies of the City and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the City, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant, if appropriate, shall apply to the City for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

XIII. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Lynn Tully, AICP for the City and _____ for the Consultant.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE CITY shall be sent to:

City Manager
City of Milton
13000 Deerfield Parkway, Suite 107f
Milton, Georgia 30004

NOTICE TO THE CONSULTANT shall be sent to:

XIV. WAIVER OF AGREEMENT

The City's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.

XVI. FORCE MAJEURE

Neither the City nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

IN WITNESS WHEREOF the City and the Consultant have executed this Agreement effective as of the date the City Manager executes this Agreement on behalf of the City.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

City Attorney

CONSULTANT:

Attest: _____

[AFFIX CORPORATE SEAL]

**SIGNED, SEALED, AND DELIVERED
in the presence of:**

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CITY OF MILTON

By: _____

Its: _____

[CITY SEAL]

**SIGNED, SEALED, AND DELIVERED
in the presence of:**

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

APPENDIX B: SUBMITTAL REQUIREMENTS SUMMARY

Submittal Requirements: One (1) original four (4) copies of each Proposal (plus a CD).

Technical Proposal:

1. City of Milton Request for Proposal Cover page (First page of this document/must be signed)
2. City of Milton Disclosure form
3. Proposal letter
4. Technical submittal (see section 1.4.1)
5. Applicable Addenda Acknowledgement (if any)

Cost Proposal:

See section 5.0