

STATE OF GEORGIA

COUNTY OF FULTON

AGREEMENT BETWEEN THE GEORGIA PUBLIC SERVICE

COMMISSION

AND

An **AGREEMENT**, made this _____ of _____, 2009 (hereinafter, "Agreement Date") by and between the **GEORGIA PUBLIC SERVICE COMMISSION**, (hereinafter "**COMMISSION**"), whose address for the purpose of this **AGREEMENT** shall be 244 Washington Street, SW, Atlanta, GA 30334 and _____ (hereinafter "**CONSULTANT**"), whose address for the purpose of this **AGREEMENT** shall be _____ to memorialize a certain agreement made and existing between the parties hereto beginning _____, (hereinafter referred to as "**BEGINNING DATE**").

WITNESSETH

WHEREAS, the **COMMISSION** desires to employ the services of a **CONSULTANT** to assist the **STAFF** of the **COMMISSION** and the Attorneys representing the **STAFF** (hereinafter referred to collectively as the "**STAFF**") in providing general consulting assistance, but not limited, to issues relevant to a prospective 2010 Georgia Power Company Rate Case.

WHEREAS, the **COMMISSION** has the authority under Georgia Law to enter into such contract; and

WHEREAS, the **CONSULTANT** is both qualified to enter into such contract and has offered such services to the **COMMISSION** under the terms and conditions stated herein; and

WHEREAS, the **COMMISSION** desires to enter into contract for professional consulting services with the **CONSULTANT** for the performance of the duties described herein under the terms and conditions stated herein;

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the satisfactory consideration each for the other hereby expressly recognized and agreed, the parties hereby contract for services in accordance with the following provisions.

ARTICLE I. SCOPE OF SERVICES

The **CONSULTANT** shall provide the following services:

1. Provide general consulting assistance to the **STAFF** as may be deemed necessary by the **STAFF**;
2. The **CONSULTANT** shall provide analysis and testimony in public hearings, as deemed necessary by **STAFF** and **CONSULTANT** on the issues relevant to a prospective 2010 Georgia Power Company Rate Case and/or Georgia Power Company 2010 Integrated Resource Plan Filing review and/or Construction Monitoring of Proposed Nuclear Units at Plant Vogtle and/or Review of Georgia Power's 2009 Annual Surveillance Filing as referenced in the Scope of Services section 2.0 of the RFP;
3. Assist the **STAFF** in the development of data requests relating to the issues to be presented to the Company. In conjunction with the performance of this task, the **CONSULTANT** shall provide the data requests to the **STAFF** on a timely basis, to be forwarded by the **STAFF** to the Company;
4. Review and analyze the Company's responses to data requests relating to the issues and prepare additional data requests as deemed necessary by the **STAFF** and the **CONSULTANT**;
5. The **CONSULTANT** shall meet with company officials and representatives of all parties of record, as deemed necessary and appropriate by the **STAFF** and **CONSULTANT**, to supplement and complete discovery and investigation of the issues. Such activities to include, but not be limited to, the taking of interviews and depositions of Company personnel;
6. The **CONSULTANT**, under the direction of the **STAFF**, shall prepare and file such testimony, proposed orders, position papers and other matters as the **STAFF** shall deem appropriate, or assist the **STAFF** in the **STAFF'S** preparation and filing of such materials, including the preparation of any materials deemed necessary by the **STAFF** to support or defend any appeal resulting from **COMMISSION** decision;
7. The **CONSULTANT** shall stand cross-examination on all testimony filed by the **CONSULTANT**. The **CONSULTANT** shall also assist the **STAFF** in developing cross-examination of the pre-filed testimony of the Company and any intervenors, as well as the pre-filed rebuttal testimony. Upon request of the **STAFF**, the **CONSULTANT** shall be present at any **COMMISSION** hearing at which cross-examination of any party of record takes place;

8. The **CONSULTANT** shall provide assistance, as deemed necessary by the **STAFF**, to any other **CONSULTANT** who may be retained by the **COMMISSION** for the preparation of the **STAFF'S** case;
9. The **CONSULTANT** shall provide such services as may be deemed necessary by the **STAFF** to include the coordination of the work of other **CONSULTANT(S)**, if acting in the role of **LEAD CONSULTANT**.

ARTICLE II. CONSULTANT RESPONSIBILITIES

The **CONSULTANT** agrees that, for a period of one year following the completion of the project described in **ARTICLE I** herein, as well as during the time within which such duties are being performed, the **CONSULTANT** shall not enter into any employment with, or provide services to or on behalf of any company under the jurisdiction of the **COMMISSION**, or any subsidiary or affiliate of any such company. Additionally, the **CONSULTANT** must on its own action, disclose to the Attorneys for the **STAFF** the fact and substance of any unauthorized contacts or representations made to the **CONSULTANT** outside the physical presence of Attorneys representing the **STAFF** or a **COMMISSION STAFF** member by persons known, or who reasonably should be known, by the **CONSULTANT** to be associated, directly or indirectly, with any company referenced in this paragraph. The **COMMISSION** shall inform the **CONSULTANT** of the **COMMISSION'S** policies and regulations with respect to such unauthorized contacts or representations. At the conclusion of the work performed pursuant to this contract, the **CONSULTANT** shall affirm in writing that no unauthorized contacts were made or that such contacts were reported as required. Non-compliance with this requirement may result in immediate cancellation of this contract and the institution of any additional proceeding deemed necessary or appropriate by the Attorneys representing the **COMMISSION**. The Attorneys representing the **COMMISSION** are authorized to use any reasonable method to ensure strict compliance with this requirement.

Upon completion of all tasks as described in the **AGREEMENT** and the **CONSULTANT'S** proposal, the **CONSULTANT** agrees that any software, databases, or other analytical tools purchased or developed in support of activities covered under this **AGREEMENT** and any work product resulting from activities covered under this **AGREEMENT** become property of the **COMMISSION**. The **CONSULTANT** further agrees that such software, databases, analytical tools, or work products purchased, developed, or produced for the **COMMISSION** shall not be offered to any other entity in any manner whatsoever, in whole or in part, without the permission of the **COMMISSION**.

ARTICLE III. TIME OF PERFORMANCE

The period of performance of this contract shall be from the **AGREEMENT DATE** through the completion of tasks as described in **ARTICLE I** or until the **COMMISSION** shall determine that further performance is not needed and shall instruct the **CONSULTANT** to suspend performance; provided however, that nothing herein shall prohibit **CONSULTANT** from making appropriate fee and expense applications for work performed between the **BEGINNING DATE** and **AGREEMENT DATE**. In the event that performance shall be suspended upon instruction of the **COMMISSION**, the **CONSULTANT** shall be compensated for all work completed prior to said suspension according to allowed expenses and labor at the rates as stated in **ARTICLE IV. COMPENSATION AND PAYMENT**, below:

ARTICLE IV. COMPENSATION AND PAYMENT

The **CONSULTANT** shall be paid a sum not to exceed \$_____ for professional services and related expenses rendered under this contract (hereinafter, "**CONTRACT AMOUNT**"). The **CONSULTANT** expenses are to include support for professional services, including but not limited to reasonable and necessary actual expenses (as approved by the "**COMMISSION**") incurred by the **CONSULTANT** for travel, lodging, meals, telephone, express mail delivery, computer charges and copying costs. Maximum reimbursement amounts for daily meals for consultants shall be the following;

Breakfast	\$ 7.50
Lunch	12.50
Dinner	30.00

Payments shall be made on a monthly basis as monthly invoices are received by the **COMMISSION** from the **CONSULTANT**; provided, however, that prior to each monthly payment the **CONSULTANT** must be in compliance with so much of this **AGREEMENT** as is applicable at the time, and prior to final payment the **CONSULTANT** shall have completed all obligations under this **AGREEMENT**. Invoices shall be submitted based on actual time and reasonable, necessary, and maximum allowable expenses expended on the contract work, with labor rates for **CONSULTANT** personnel as shown below and, in accordance with billing instructions contained in **COMMISSION'S** Guidelines for Consultant Billing of Direct Reimbursable Charges to Contracts to be issued to the **CONSULTANT** by the Administration Division's Property and Facilities Coordinator once this contract is executed as shown below.

NAME AND TITLE	\$/hour
_____	\$ _____/hour
_____	\$ _____/hour
_____	\$ _____/hour
_____	\$ _____/hour

Additionally, the **COMMISSION** and the **CONSULTANT** further agree that the contract amount shall be subject to modification by agreement between the parties hereto to accommodate changes in workload required of the **CONSULTANT** due to the subsequent changes in the scope and level of the **CONSULTANT'S** responsibilities not otherwise properly compensated by the amount originally stated in this **AGREEMENT**.

Additionally, the **COMMISSION** and the **CONSULTANT** further agree that, if a work plan submitted by the **CONSULTANT** is utilized under this contract in order to provide general consulting assistance on a project or matter, the amount stated in a work plan approved by the **STAFF** shall be a "not to exceed" amount unless it is subject to modification by agreement between the parties hereto to accommodate changes in the workload required of the **CONSULTANT** due to the subsequent changes in the scope and level of the **CONSULTANT'S** responsibilities not otherwise properly compensated by the amount originally stated in the work plan. Any such modification shall be agreed to in writing by the **COMMISSION** and the **CONSULTANT**. In the event the **CONSULTANT** and the **COMMISSION** shall not mutually agree to modification of a work plan compensation amount, the **COMMISSION** shall be the final arbiter of such modification.

Notwithstanding any other provision in this **AGREEMENT**, in the event that appropriations from the Georgia General Assembly no longer exist or in the event that the obligations of the **COMMISSION** incurred at any time exceed the balance of remaining unobligated funds, then this **AGREEMENT** shall terminate without further obligation of the **COMMISSION**.

ARTICLE V. RETENTION OF RECORDS

The **CONSULTANT** shall keep and maintain all records and other documents pertaining to the performance of this **AGREEMENT** until the final payment of funds paid to the **CONSULTANT** by the **COMMISSION** pursuant to this contract. At such time, physical custody of the records and documents shall be returned to the **COMMISSION**.

The **CONSULTANT** shall be bound by and shall comply with Georgia Law and the provisions of **COMMISSION** Rule 515-3-1-.11 relating to Trade Secrets should the provisions of this rule become applicable during the course of this contract.

ARTICLE VI. MISCELLANEOUS

The **CONSULTANT** and the **COMMISSION** further mutually agree as follows:

1. This **AGREEMENT** constitutes the entire agreement between the parties, and amendments thereto must be in writing and signed by the parties hereto.
2. The provisions of O.C.G.A. §45-10-20, et. seq. is not and will not be violated by the parties to this **AGREEMENT**.
3. The parties agree that in the execution of this **AGREEMENT**, they will not discriminate against any person on the basis of race, color, creed, religion, natural origin, sex or handicap.
4. By entering into this contract with the **COMMISSION**, the **CONSULTANT** hereby certifies that the **CONSULTANT** will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract as set forth in O.C.G.A. §50-24-4.
5. The **CONSULTANT** acknowledges that the **COMMISSION** is a public entity with public powers and responsibilities in service of the State of Georgia. This **AGREEMENT** shall not be construed to impair **COMMISSION** public functions and powers.
6. This **AGREEMENT** shall be deemed to have been executed in Fulton County, Georgia, and shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. The **COMMISSION** may lay venue for any action hereunder in Fulton County, Georgia, and may insist that any action brought respecting the subject matter hereof shall be brought in Fulton County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** effective as of the date stated above, this _____ day of _____, 2009.

GEORGIA PUBLIC SERVICE COMMISSION

BY: _____

**H. DOUG EVERETT
CHAIRMAN**

CONSULTANT

BY: _____

(FIRM NAME)

**FEDERAL TAX IDENTIFICATION
NUMBER** _____