



Oconee County Administrative Building-North High Shoals Room

September 23, 2026 – 10:00 A.M.

Minutes

Attendees

Voting:

Marty Clark (Jackson Co Full)
John Daniell (Oconee Co Full)
Jim Dove (At-Large Full)
Pat Graham (Barrow Co Full)
Adam Layfield (Oconee Co Proportional Alt.)
Jennifer Scott (Jackson Co Proportional)
Harry Sims (Athens-Clarke Co Proportional)

Other Members Present:

Rolando Alvarez (Barrow Co Full Alt.)
Nathan Hester (Jackson Co Proportional Alt.)
Chuck Horton (Oconee Co Full Alt.)

Guests:

Mark Beatty, NEGRC
Melissa Braswell, Oconee County
Jason Bodwell, Jacobs
Charles Ferguson, Atkinson Ferguson
Wes Geddings, Barrow County
Tanner Gormon, Jacobs
Kyle Holder, Jacobs
Diana Jackson, Jacobs
Tom Kelley, Jacobs
Eva Kennedy, NEGRC
Bill King, Barrow County
Rebecca Lindsay, Owner's Representative
Partiban Raja, Jacobs
Al Sosebee, Jacobs
Matthew Wyatt, JCWSA

Call to Order and Approval of July 22, 2026 Meeting Minutes

Chairman Pat Graham called the meeting to order.

Action: A motion to approve the July minutes was made by Jim Dove and seconded by Marty Clark. The motion passed unanimously.

Financial Report

Melissa Braswell, Oconee County Finance Director, presented the financial report for the period ending July 31, 2026.

Action: A motion to approve the Financial Report was made by Harry Sims and seconded by John Daniell. The motion passed unanimously.

Rushton Engagement for Audit Services

Braswell presented the engagement letter to approve Rushton for audit services for FY26.

Action: A motion to approve Rushton's proposal to perform the FY26 audit was made by Daniell and seconded by Sims. The motion passed unanimously.

Treatment Plant Expansion Committee Report

Jim Dove recognized Jennifer Scott as the new Proportional member from Jackson County.

Dove shared an update regarding the Southern Flow Contract status. Process Instrumentation & Control will be related directly to the plant expansion and is included in Jacobs' design scope. Southern Flow was selected to perform the programming portion of the work; the updated proposal is outstanding. Southern Flow was also selected to perform the Operation Technology ("OT") work, which can be added as an addendum to the full bid proposal. John Daniell is currently researching OT options; additional information is needed prior to Authority consideration.

Proposed Jacobs Amendment #6 still requires Authority action. The net change in fee is \$7,228. Discussion of Amendment #6 will be added to the upcoming TPE Committee meeting agenda.

Action: No action was necessary.

Engineering/Operations Committee Report

Nathan Hester shared that 100% design comments are in Jacobs' hands.

State contract pricing is being explored for the necessary chemical storage tank replacements and that a good conversation around the permanganate feed system had occurred.

Action: No action was necessary.

Owners' Representative Report

Rebecca Lindsay stated that she had no items to report on.

Action: No action was necessary.

Executive Committee Report

The final draft of the Jacobs operations contract was presented.

Action: A motion to approve the contract as presented was made by Daniell, seconded by Clark. The motion passed unanimously.

Operations & Management Report

Al Sosebee provided an overview of the September Operations & Management Report.

Action: No action was necessary.

Executive Session

There was no need for an Executive Session.

Public Comment

There were no public comments.

Other Business

The November meeting will be held November 18th at the Bear Creek Water Treatment Plant.

The Executive Committee will meet at 10:00 am on October 14th at the Oconee County Administrative Building.

Adjournment

Chairman Graham adjourned the meeting at 10:30 a.m.

Eva Kennedy
NEGRC Executive Director

Date of Approval

**Upper Oconee Basin Water Authority
Athens, Georgia**

**Statement of Net Position
July 31, 2026**

Assets

Current Assets:

Operating Cash	\$3,401,299
Catastrophic Repair Account	\$1,075,564
Capital Reserve Account	\$2,113,971
Capital Replacement Account	\$1,717,002
Capital Replacement Investment	\$7,890,285
Accounts Receivable	\$323,063
Due from Other Governments	\$49,648
Prepaid Expense	<u>\$82,965</u>
Total Current Assets	\$16,653,797

Restricted Assets:

Cash - Series 2015 Sinking Account	\$328,370
Cash - Series 2024 Sinking Account	\$299,684
Cash - Series 2024 Construction Fund	<u>\$79,319,562</u>
Total Restricted Assets	\$79,947,616

Fixed Assets:

Construction in Progress	\$2,812,022
Land and improvements	\$6,615,104
Buildings	\$912,122
Dam and Reservoir	\$38,313,346
Treatment Plant	\$19,251,453
Treatment Plant Equipment	\$3,323,325
Office Equipment	\$12,877
Computer Equipment	\$326,116
Vehicles	\$81,048

Total Fixed Assets	\$71,647,412
Less Accumulated Depreciation	<u>(\$33,529,359)</u>
Total Fixed Assets (Net)	\$38,118,053

Total Assets	\$134,719,467
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Liabilities and Net Position

Current Liabilities:

Accounts Payable	\$364,758
Due to Other Governments	<u>\$698,204</u>
Total Payable from Current Assets	\$1,062,962
Bonds Payable, net	\$3,345,970
Retainage Payable	<u>\$0</u>
Total Payable from Restricted Assets	\$3,345,970
Total Current Liabilities	\$4,408,932

Noncurrent Liabilities:

Revenue Bonds Payable - 2015	\$3,070,000
Revenue Bonds Payable - 2024	\$69,330,000
Less Unamortized Loss on Refunding	(\$210,096)
Plus Unamortized Premium	\$6,182,686
Arbitrage Payable	<u>\$189,416</u>
Total Noncurrent Liabilities	\$78,562,006

Total Liabilities	\$82,970,938
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Net Position

Invested in Capital Assets,	\$31,053,262
Restricted for Capital Projects	\$3,205,562
Restricted for Debt Service	\$1,411,207
Unrestricted	<u>16,078,498.25</u>
Total Net Position	\$51,748,529

Total Liabilities and Net Position	\$134,719,467
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Upper Oconee Basin Water Authority

Athens, Georgia

Statement of Revenues, Expenses, and Changes in Net Position
July 31, 2026

	Current Period	Year to Date	Annual Budget	Remaining Budget	% of YTD Expended Budget
<u>Operating Revenue:</u>					
Charges for Water:					
Athens-Clarke County	12,488	29,335	62,470	33,135	47.0%
Barrow County	155,051	439,750	520,335	80,585	84.5%
Jackson County Authority	205,638	585,648	1,021,070	435,422	57.4%
Oconee County	160,544	411,320	749,839	338,519	54.9%
PFAS Settlement Revenue	126,918	329,986	-	(329,986)	
Operating Fees:					
Athens-Clarke County	41,470	145,145	238,552	93,407	60.8%
Barrow County	106,564	372,974	618,068	245,094	60.3%
Jackson County Authority	167,404	585,914	1,005,581	419,667	58.3%
Oconee County	107,652	376,782	641,385	264,603	58.7%
Insurance Proceeds	-	2,884	-	(2,884)	
Rebates/Commission	-	3,542	-	(3,542)	
Operating Revenue	1,083,729	3,283,280	4,857,300	1,574,020	68%
<u>Operating Expenses:</u>					
Professional & Other Services					
Administrative - NEGRC	25,000	50,000	100,000	50,000	50.0%
Financial - OCBOD	4,500	9,000	18,000	9,000	50.0%
Owners Representative	25,000	166,667	100,000	(66,667)	166.7%
Legal	6,703	26,233	20,000	(6,233)	131.2%
Audit	-	15,000	23,000	8,000	65.2%
Arbitrage Review	-	1,000	1,000	-	100.0%
Website Maintenance	-	344	2,500	2,156	13.8%
Nelsnick Consulting	-	1,350	10,000	8,650	13.5%
Engineering	1,240	26,877	15,000	(11,877)	179.2%
Plant Management - Jacobs	385,844	879,503	1,602,000	722,497	54.9%
Insurance	171,376	171,376	183,000	11,624	93.6%
Bank Charges & Service Fees	15	475	500	25	95.0%
Education & Training	-	-	10,000	10,000	0.0%
Lab Expense	8,267	17,892	30,000	12,108	59.6%
Safety Program	524	791	3,000	2,209	26.4%
Repairs & Maintenance					
Landscape	2,690	17,508	70,000	52,492	25.0%
Plant Maintenance	20,614	114,234	250,000	135,766	45.7%
Property Damage	2,866	5,750	-	(5,750)	
Vehicle Expense	816	1,472	10,000	8,528	14.7%
Supplies					
Chemicals	166,562	507,737	1,000,000	492,263	50.8%
Office/Plant	7,505	12,568	13,500	932	93.1%
Uniforms	-	-	7,800	7,800	0.0%
Utilities	280,912	863,261	1,363,000	499,739	63.3%
Miscellaneous					
Site County Payment	-	-	25,000	25,000	0.0%
Operating Expenses	1,110,434	2,889,036	4,857,300	1,968,264	59.5%
<u>Non-Operating Revenues (Expenses):</u>					
Recreation - Boat Ramp/Fishing Assessment	-	-	16,500	16,500	0.0%
Recreation - Boat Ramp/Fishing Maintenance	-	-	(16,500)	(16,500)	0.0%
Intergovernmental Revenue	81,648	81,648	352,500	270,852	23.2%
Interest income	13,530	45,873	48,000	2,127	95.6%
Sale of Assets	2,428	4,068	-	(4,068)	
Other Expenditures	-	-	-	-	
Bear Creek Expansion Project	(156,388)	(188,388)	(202,100)	(13,712)	93.2%
SCADA System Improvements	-	-	(150,400)	(150,400)	0.0%
Depreciation	-	-	(1,395,358)	(1,395,358)	0.0%
Total Non-Operating Income/(Loss)	(58,781)	(56,799)	(1,347,358)	(1,290,559)	4.2%
<u>Debt Service</u>					
Intergovernmental Revenue	546,597	2,142,332	3,210,600	1,068,268	66.7%
Interest income	2,311	9,338	10,000	662	93.4%
Bank Charge & Service Fees	-	-	(100)	(100)	0.0%
Series 2015 Principal	(2,920,000)	(2,920,000)	(2,920,000)	-	100.0%
Series 2015 Interest	(149,750)	(149,750)	(299,500)	(149,750)	50.0%
Fiscal Agent Fees	-	(797)	(1,000)	(203)	79.7%
Total Debt Service Income/(Loss)	(2,520,842)	(918,877)	-	918,877	
<u>Debt Service - Bear Creek Expansion</u>					
Intergovernmental Revenue	577,752	2,022,132	3,457,600	1,435,468	58.5%
Interest income	274,573	690,118	10,000	(680,118)	6901.2%
Unrealized Gain/Loss on Investment	128,626	491,170	-	(491,170)	
Bank Charge & Service Fees	-	-	(100)	(100)	0.0%
Series 2024 Principal	-	-	-	-	
Series 2024 Interest	(1,733,250)	(1,733,250)	(3,466,500)	(1,733,250)	50.0%
Arbitrage Rebate Expense	-	-	-	-	
Fiscal Agent Fees	-	(750)	(1,000)	(250)	75.0%
Total Debt Service Bear Creek Income/(Loss)	(752,300)	1,469,420	-	(1,469,420)	
<u>Capital Asset Renewal and Replacement Fund (CARRF)</u>					
Intergovernmental revenue	211,822	754,176	1,309,299	555,123	57.6%
Interest income	51,106	174,617	120,000	(54,617)	145.5%
Bank Charge & Service Fees	-	-	(100)	(100)	0.0%
Lagoon Cleanout	-	-	(250,000)	(250,000)	0.0%
Reservoir Dredging	-	-	(2,000,000)	(2,000,000)	0.0%
Filter #3 Media Replacement	43,000	-	-	-	
Electrical Building Air Conditioning #1	(46,573)	(46,573)	-	46,573	
Total CARRF Income/(Loss)	259,355	882,220	(820,801)	(1,703,021)	-107.5%
Net Income/(Loss)	(3,099,272)	1,770,208			
Net Position - January 1		49,978,321			
Net Position - May 31		51,748,529			

Upper Oconee Basin Water Authority
Athens, Georgia

Statement of Sources and Uses of Cash
July 31, 2026

	Current	YTD
<u>Sources of Cash</u>		
Athens-Clarke County	85,452	321,422
Barrow County	620,212	2,169,160
Oconee County	504,330	1,702,187
Jackson County Water & Sewer Authority	835,706	2,893,974
Interest	19,769	66,803
Recreation - Boat Ramp/Fishing Maintenance	-	10,445
Insurance Proceeds	-	2,884
Other Income	203,189	411,439
Total Receipts	2,268,657	7,578,314
Uses of Cash		
Plant Operating Expenses:		
Jacobs Services	404,192	1,023,224
Chemicals	195,612	492,992
Dues & Fees	120	190
Lab Expense	9,873	19,244
Landscape Expense	4,870	19,850
Office Expense	1,455	6,846
Outsourced Professional Services	4,948	25,637
Plant Maintenance	77,774	127,388
Safety Program	524	791
Training	-	259
Uniforms	-	-
Utilities	423,350	955,220
Vehicle Expense	1,114	1,817
Bank Charges	15	425
Capital Projects	78,573	329,535
Insurance	165,930	165,930
Professional Services	172,825	337,221
Site County Payment	-	22,300
Purchases of Long-lived Assets	-	-
Transfer to Investment	-	-
Recreation - Boat Ramp/Fishing Maintenance	-	10,445
Fiscal Agent Fees	797	1,547
Bond Interest Expense	1,883,000	1,883,000
Bond Principal Payment	2,920,000	2,920,000
Total Uses	6,344,971	8,343,861
Net Increase (Decrease) in Cash	(4,076,314)	(765,546)
Beginning Cash	13,012,204	9,701,436
Ending Cash	8,935,890	8,935,890

Date: September 15, 2025

Project name: Bear Creek WTP Expansion to 42 MGD

Attention: Joey Leslie
Rebecca Lindsay
UOBWA Committee Members



The purpose of this letter is to formally respond to your Memorandum of Understanding regarding SCADA Integration and Operational Technology Services for the Bear Creek WTP Expansion Project, including the Authority's selection of Southern Flow, Inc. (SFI) to provide these services.

Upon completion of the 100% design documents, SFI will adjust its quotation for hardware and software services allowances accordingly. It is our understanding that, once our final proposal is reviewed and approved, it will be incorporated into the contract documents, most likely by addendum, for use by all bidding contractors.

SFI's adjusted final priced scope of supply will include the following:

1. SCADA Integration Services (Including ASP & PICS Services)
2. Cybersecurity/Operational Technology Procurement Services (OT)

Server Room configuration

SFI has reviewed the Jacobs server room design drawings and confirms that the equipment we are providing is compatible with the proposed configuration. To support finalization of the server room design, we are providing the following information regarding network rack requirements:

To enable you to finalize your server room conversion, here is the requested Server Room Network Rack information.

- 1. Quantity of network racks: Qty of Network Racks:** (2 Racks - Business and SCADA)
- 2. Dimensions and required clearance of the network racks:**

42U Network Rack Dimensions:
Width: 29.5" (750mm)
Height: 89.8" (2,280mm)
Depth: 47.2" (1,200mm)

Summary (Best Practice for Server Room Racks):

Front: 48"

Rear: 36"

Sides: 24" minimum

Ceiling: 9–10 ft preferred

Clearance	Minimum	Best Practice
Front (Access & Airflow)	36 inches (3 feet) clear in front of racks (per NEC 110.26(A)(1) working space).	48 inches (4 feet) or more in front aisles to allow for people, airflow, and equipment pull-out.
Rear (Cabling & Maintenance)	30 inches clearance behind the rack (enough to service connections)	36–42 inches for hot aisle/cold aisle containment and ease of cable management.
Side	At least 24 inches on one side, or the ability to move racks for access if installed against walls.	If racks are back-to-back, ensure both aisles (front and rear) maintain proper clearance.
Height	Maintain minimum 6.5–7 feet ceiling height for NEC compliance.	For modern server rooms: allow 9–10 feet clear height to handle overhead cabling, ladder racks, and cooling ducts.
Access/Egress	At least two means of egress for rooms with multiple racks (per fire/life safety codes).	Aisles should be at least 36 inches wide, but 48 inches is preferred in data centers.

3. Layout drawing of network rack components

A detailed rack layout drawing of network rack components will be provided prior to bid for inclusion in the contract documents.

4. Heat load calculation of network rack

Description	Part Number	Heat Dissipation (W)	Heat Dissipation (BTU/Hr)
Firewall	FG-101F	39	121
Firewall	FG-201F	118	405
Ethernet Switch	FS-1024E	176	600
Server	NX-1375S-G9	2200	7644
KVM	MCD-LED17116	39	121
NAS	RS822RP+	47	162
UPS	GXT5-20KMVRT11UXLN	1000	3412
Total		3619	12465

Here is the following heat load calculation for our proposed networking racks.

Calculation per Rack (Two Racks in total)

- Per NEC 80% continuous load rule: $30\text{ A} \times 208\text{ V} = 6,240\text{ W}$ (6.24 kW) theoretical max.
- Usable continuous load = 80% = 24 A.
- $24\text{ A} \times 208\text{ V} = 4,992\text{ W} \approx 5.0\text{ kW}$.
- So, a 30 A circuit really supports about 5 kW usable IT load.
- Convert kW to BTU/hr (1 kW = 3,412 BTU/hr.)
 $5.0\text{ kW} \times 3,412 = 17,060\text{ BTU/hr}$
- Summary for each Server Rack

A 208 V, 30 A, single-phase rack will load your cooling system by:

- Per Rack Loading $\approx 17,000\text{ BTU/hr}$ (usable/continuous load)
- Per Rack Absolute Max: Up to $\approx 21,000\text{ BTU/hr}$ (absolute max)

5. Voltage and amperage requirement of network rack.

The voltage and current requirements for our network rack is as follows:

- 208 V 30 A 1-phase

6. Number of service power requirements of network rack

Each rack typically requires one (1) 208 V, 30 A, 2-pole L-L-G branch circuit to the UPS. For zero-downtime service, a wrap-around maintenance bypass (3-breaker) is recommended adjacent to the UPS which we are planning on providing.

7. Any additional freestanding or wall mount equipment needs to be identified

At this time, SFI is not aware of any additional free-standing or wall-mounted equipment beyond what is shown in the provided drawings and specifications.

8. Clarifications and additional information

Telephony: SFI's current proposal does not include phones, phone service, or wiring. We can provide VOIP or traditional systems if desired.

Furniture: SFI's current proposal does not include desks or consoles for SCADA workstations. We are supportive of the proposed layout and can include desks/consoles upon request.

Fiber Optics: SFI's current scope does not include replacement of the existing multi-mode fiber between the maintenance and administration buildings. Given that the remaining plant fiber will be single-mode, we agree that upgrading this run would be beneficial and will include this item in our revised proposal.

We appreciate the opportunity to support the Authority on this project and look forward to continued collaboration with Jacobs and the project team. SFI is available this week for a coordination call if desired.

Sincerely,

Jim Bercik

Vice President Sales and Marketing

jbercik@southernflowinc.com

Direct: 470-443-9660



Project Proposal

Bear Creek WTP Expansion

PROPOSAL FOR: UPPER OCONEE BASIN WATER AUTHORITY

CONSULTANT: JACOBS

PROPOSAL DATE: 07/11/25

BID DATE:



CONTACT INFO

(770) 667-5169
admin@southernflowinc.com



ADDRESS

6445 Industrial Way, Suite A
Alpharetta, GA 30004



WEBSITE

www.southernflowinc.com

Letter of Introduction

Independent and full-service, at Southern Flow we integrate custom systems of the highest quality.

Our southeastern sales manager is Jim Bercik. He can be reached at 470.443.9660, or jbercik@southernflowinc.com.

For technical questions regarding this proposal, please contact **Michael Leach**. He can be reached at 770.667.5169 (office), 706.609.9755 (cell), or mleach@southernflowinc.com.

We look forward to the opportunity to provide you with a quality system and years of service and support.

With appreciation,



Mike Leach
Vice President
Southern Flow, Inc.
770.667.5169
mleach@southernflowinc.com



Table of Contents

1.00	<i>About Us</i>	6
1.01	<i>VT SCADA Installations</i>	8
1.02	<i>Specifications</i>	9
2.00	<i>PCIS Engineering</i>	10
2.01	<i>Instrumentation</i>	13
	Pressure Gauges.....	13
	Pressure Transmitters	14
	Flow Meters	15
	Level Transmitters	16
	Analytical Instruments.....	17
	Level Switch (Floats)	17
	Pressure Switches	18
	<i>Control Panels</i>	19
	LCP-H (Electrical Building 1 PLC Panel).....	19
	LCP-E (Electrical Building 2 PLC Panel)	19
	LCP-G-RIO (Chemical Building Electrical Room RIO Panel)	20
	LCP-G (Chemical Building Electrical Room PLC Panel)	20
	CP-31 (Filter Building 2 PLC Panel).....	21
	LCP-E7 (Filter Console 7 PLC Panel).....	21
	LCP-E8 (Filter Console 8 PLC Panel).....	22
	LCP-E9 (Filter Console 9 PLC Panel).....	22
	LCP-E10 (Filter Console 10 PLC Panel)	23
	LCP-E11 (Filter Console 11 PLC Panel)	23
	LCP-E12 (Filter Console 12 PLC Panel)	24
	LCP-D (Filter Building 1 PLC Panel)	24
	LCP-F (High Service Pump Building PLC Panel).....	25
	LCP-L (Lagoon PLC Panel)	25
	LCP-B1 (Reservoir Pump Station PLC Panel).....	26

Reservoir RTU (Reservoir Pump Station RTU Panel).....	26
LCP-B (Reservoir Pumps Electrical Building PLC Panel)	26
Spare Parts	27
Clarifications	27
PICS Scope Project Pricing	28
ASP Scope of Supply	29
3.00 Control System Standards Development, Design Narratives and Standards Workshop.....	30
3.01 PLC I/O and Control Strategy Review	31
3.02 HMI Development Strategy Review	32
3.03 IP Scheme Development	33
3.04 Project Delivery Plan Update	33
3.05 ASP Deliverables.....	33
3.07 PLC and Ethernet Switch Programming	35
.....	36
3.09 HMI Programming.....	36
3.10 Bear Creek WTP – VTScada Programming and Graphics Development.....	37
3.11 Testing and Field Services	39
.....	39
3.12 Factory Demonstration Testing (FDT)	40
3.13 In-House Software Demonstration Testing (IHSDT)	42
3.14 Field Operational Readiness Test (ORT)	44
3.15 Pre-ORT Requirements.....	44
3.16 Field Performance Acceptance Testing (PAT)	45
3.17 Final Deliverables – Documentation	47
ASP Scope Pricing	48
OT Hardware & Software Allowance Pricing.....	49
4.00 Maintenance Service Agreement:	50
5.00 Automation Blueprint:	53
5.02 Automation Blueprint	55
6.00 Pricing Summary.....	56
Terms	58



**“We want others to feel confident
in our work and look forward to
working with us again.”**

Mike Leach, Vice President
Southern Flow, Inc.

1.00 About Us

Our first priority is to “make it work.” That’s why we’ve been providing customized system solutions for over 30 years.

Southern Flow is a multi-disciplined control systems and SCADA integrator serving the Southeast and Eastern Seaboard, with our headquarters located in the Alpharetta, GA. We are a privately owned Georgia based system integrator specializing in water and waste-water plant automation and control systems, our experts have the knowledge and experience to design, integrate, and maintain even the most complex systems. We work on projects of any size, with previous contracts ranging from \$50K to \$5M; and as independent integrators we’re able to select the hardware and software that’s best for each unique project.

Southern Flow Inc. is pleased to present our proposal for Automation Solutions Provider (ASP) and Process Control and Instrumentation Services (PCIS) to support the Bear Creek Regional Reservoir and Water Treatment Facility — a critical water supply resource serving Barrow, Clarke, Jackson, and Oconee Counties.

We understand the vital role this facility plays in meeting the needs of one of the nation’s fastest-growing regions. The reservoir’s impressive 505-acre footprint and five-billion-gallon storage capacity, combined with a treatment plant currently rated at 21 MGD and designed to expand to 42 MGD, reflect the vision and collaboration of these four counties to ensure a reliable, sustainable water supply for the future. We also recognize the operational dynamic of providing treated water to Barrow, Jackson, and Oconee Counties, while supplying raw water to Clarke County for processing at its own facilities.



Southern Flow brings decades of experience in water and wastewater automation, instrumentation, and control systems, and we have a proven track record of helping utilities like yours, optimize performance, ensure regulatory compliance, and prepare for future growth. We approach this project with a deep appreciation for your commitment to operational excellence and regional cooperation, and our proposed solutions are designed to align with your high standards and expectations.

We look forward to the opportunity to contribute our expertise to the Bear Creek facility and to help enhance the reliability, efficiency, and scalability of this essential infrastructure.



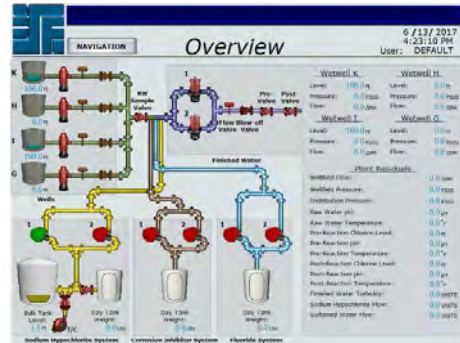
Control Excellence

Southern Flow has been building industrial control panels for over three decades. Integrating increasingly advanced technology and systems, our panels are made to the highest standards and are each tested rigorously prior to shipment.



Integrated Support

At Southern Flow, we provide comprehensive integration support, from planning and design through installation and maintenance. Our field-service engineers have the skill to provide start-up and field service, maintenance and ongoing support, and documentation and training.



System Integration

With extensive experience working with multi-disciplined control systems and SCADA systems, we're able to provide expert support at every step of system integration including concept design, budgetary proposals, detailed engineering including studies and design, and PLC programming.

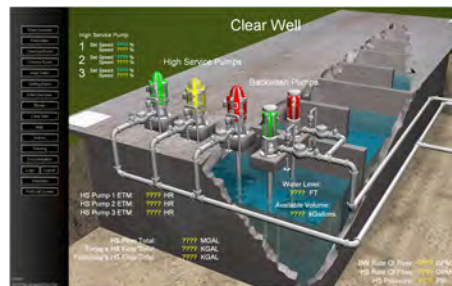


High Performance SCADA

The Southern Flow team includes expert programmers and graphic designers ready to provide customers with the best in HMI programming and controls. We can work with a variety of software packages and can create simple to custom 3D systems.

1.01 VT SCADA Installations

Southern Flow has delivered integration services for numerous VTScada-based water and wastewater treatment plant projects. Below is a representative list of projects we have successfully completed over the past six years.



Water VTScada Installations

Walhalla, SC WTP
McCormick, SC WTP
Leland, NC WTP
Franklin, GA WTP
Laurens Co, SC WTP
Adairsville, GA WTP
Spring Hill, TN WTP
Cherokee, AL WTP
Dayton, TN WTP
Eatonton, GA WTP
Alexander City, AL WTP
Crossville, TN WTP
Clarkesville, GA WTP
FUD Knox, TN WTP
Winder GA, WTP

Waste Water VTScada Installations

Kingsport, TN WWTP
Lewisburg, TN WWTP
Unadilla, GA WWTP
Snapping Shoals, GA WPCP
Tanners Bridge, GA WWTF
Canton, GA WPCP
Adairville, GA WWTP
FUD Knox, TN WWTP
Winder, GA WWTP
Jefferson, GA WWTP
Clay Co. FL. WWTP
Lower Valley, AL WWTP
Robins Air Reserve Base, GA WWTP
Buford, GA Landfil Treatment
Mobile, AL Ground Water Treatment
Livingston, TN WWTP
Toccoa, GA WPCP
Chapel Hill, TN WWTP

1.02 Specifications

Sections Covered

Section	Title
40 90 00	INSTRUMENTATION AND CONTROL FOR PROCESS SYSTEMS
40 91 00	INSTRUMENTATION AND CONTROL COMPONENTS
40 94 04	PROGRAMMABLE LOGIC CONTROLLER SUBSYSTEM (PLCS)
40 94 04 SUPPLEMENT 1	PLC COMPONENT SPECIFICATION
40 95 80	FIBER OPTIC COMMUNICATION SYSTEM

Addenda

No Addenda at the time of this proposal

2.00 PCIS Engineering



Documentation

- Field Equipment Submittal
- Panel Equipment Submittal & Shop Drawings
- Computer and Software Submittal
- Fiber Optic Equipment Submittal
- HMI/OIT Graphics Submittals
- Control Strategy Submittal
- FAT Procedures Submittal
- Start-up Submittal
- Operations and Maintenance Manual



Application Programming and Development

- Integration of vendor- provided PLCs into the ICS network.
- Integration of other equipment into the ICS network as shown on SCADA block diagram
- Integrate new PLC's Facilities and Equipment into the plant SCADA system.
- This includes creating graphical displays as required for all new process equipment, as well as modifying existing plant displays as needed.
- Creation of a single-mode fiber optic communication subsystem that supports the ICS network as defined in 40 95 80
- Programming and Development of all PLC's, Server's, OIUs, and HMI's
- All computer process monitoring and control software packages to be developed for plant operation.
- Existing Wonderware to be converted to VTSCADA and shall run in parallel until VTSCADA is fully operational

Testing and On-Site Services

- Witnessed Factory Acceptance Test – Hosted at Alpharetta, GA Office
- On-site IO loop checks
- On-site control loop checks
- On-Site SAT/ORT as specified
- Fiber Optic termination and testing

Training

- Specific training for hardware configurations
- Integrated training program for Owner's personnel
- Instruction on one working shift to accommodate the owner's personnel schedule
- Management Seminar at the facility for 1-day
- Operations Training shall include 1 training session, 2- instructor days from qualified Southern Flow representative
- Maintenance Training shall include 1 training session, 2- instructor days from qualified Southern Flow representative
- Manufacturer's Representative to provide a minimum of 1 day of field support for components: A7, A16, A34, A56



Meetings

- Monthly progress meeting as required
- Configuration Coordination Meeting
- Graphic Display Coordination Meeting
- Schedule Coordination Meeting
- Training Coordination Meeting
- Package Control System Suppliers Coordination Meetings
- HMI graphic coordination meetings as specified
- Control Strategy coordination meetings as specified

2.01 Instrumentation



Pressure Gauges

TAG	Description	Drawing	Specifications
PI-10101	Pressure Gauge	08-N-601	P4
PI-65101A	Pressure Gauge	08-N-608	P4
PI-65101B	Pressure Gauge	08-N-608	P4
PI-65102A	Pressure Gauge	08-N-608	P4
PI-65102B	Pressure Gauge	08-N-608	P4
PI-65103A	Pressure Gauge	08-N-608	P4
PI-65103B	Pressure Gauge	08-N-608	P4
PI-65104A	Pressure Gauge	08-N-608	P4
PI-65104B	Pressure Gauge	08-N-608	P4
PI-65105A	Pressure Gauge	08-N-608	P4
PI-65105B	Pressure Gauge	08-N-608	P4
PI-65194	Pressure Gauge	08-N-608	P4
PI-65201A	Pressure Gauge	08-N-609	P4
PI-65201B	Pressure Gauge	08-N-609	P4
PI-65202A	Pressure Gauge	08-N-609	P4
PI-65202B	Pressure Gauge	08-N-609	P4
PI-65203A	Pressure Gauge	08-N-609	P4

Pressure Gauges

TAG	Description	Drawing	Specifications
PI-65203B	Pressure Gauge	08-N-609	P4
PI-65204A	Pressure Gauge	08-N-609	P4
PI-65204B	Pressure Gauge	08-N-609	P4
PI-65205A	Pressure Gauge	08-N-609	P4
PI-65205B	Pressure Gauge	08-N-609	P4
PI-65294	Pressure Gauge	08-N-609	P4
PI-81021	Pressure Gauge	08-N-613	P4
PI-81022	Pressure Gauge	08-N-613	P4
PI-81041	Pressure Gauge	08-N-613	P4

Pressure Transmitters

TAG	Description	Drawing	Specifications
PIT-81000	Pressure Transmitter	08-N-613	P9
PIT-81012	Pressure Transmitter	08-N-613	P9
PDIT-31078	Differential Pressure Transmitter (Electronic)	08-N-604	P3
PDIT-31098	Differential Pressure Transmitter (Electronic)	08-N-604	P3
PDIT-31118	Differential Pressure Transmitter (Electronic)	08-N-604	P3
PDIT-31088	Differential Pressure Transmitter (Electronic)	08-N-605	P3
PDIT-31108	Differential Pressure Transmitter (Electronic)	08-N-605	P3
PDIT-31108	Differential Pressure Transmitter (Electronic)	08-N-605	P3

Flow Meters

TAG	Description	Drawing	Specifications
FE/FIT-21001	36" Electromagnetic Flow Meter/Integral Transmitter/Grounding Rings	08-N-601	F4
FE/FIT-21001	36" Electromagnetic Flow Meter/Integral Transmitter/Grounding Rings	08-N-601	F4
FE/FIT-65111	30" Electromagnetic Flow Meter/Integral Transmitter/Grounding Rings	08-N-608	F4
FE/FIT-65195	6" Electromagnetic Flow Meter/Integral Transmitter/Grounding Rings	08-N-608	F4
FE/FIT-65211	30" Electromagnetic Flow Meter/Integral Transmitter/Grounding Rings	08-N-609	F4
FE/FIT-31076	14" Short Form Venturi w/ Differential Pressure Transmitter	08-N-604	F19/P3
FE/FIT-31096	14" Short Form Venturi w/ Differential Pressure Transmitter	08-N-604	F19/P3
FE/FIT-31116	14" Short Form Venturi w/ Differential Pressure Transmitter	08-N-604	F19/P3
FE/FIT-31086	14" Short Form Venturi w/ Differential Pressure Transmitter	08-N-605	F19/P3
FE/FIT-31106A	14" Short Form Venturi w/ Differential Pressure Transmitter	08-N-605	F19/P3
FE/FIT-31106B	14" Short Form Venturi w/ Differential Pressure Transmitter	08-N-605	F19/P3
FI-80581	Rotameter	08-N-616	F16
FI-80582	Rotameter	08-N-618	F16

Level Transmitters

TAG	Description	Drawing	Specifications
LIT-31078	Level Element and Transmitter (Capacitance Type)	08-N-604	L12
LIT-31098	Level Element and Transmitter (Capacitance Type)	08-N-604	L12
LIT-31118	Level Element and Transmitter (Capacitance Type)	08-N-604	L12
LIT-31088	Level Element and Transmitter (Capacitance Type)	08-N-605	L12
LIT-31108	Level Element and Transmitter (Capacitance Type)	08-N-605	L12
LIT-31108	Level Element and Transmitter (Capacitance Type)	08-N-605	L12
LE/LIT-310002A	Level Element and Transmitter (Ultrasonic Type)	08-N-604	L5
LE/LIT-310002B	Level Element and Transmitter (Ultrasonic Type)	08-N-605	L5
LE/LIT-41001	Level Element and Transmitter (Ultrasonic Type)	08-N-606	L5
LE/LIT-80103	Level Element and Transmitter (Ultrasonic Type)	08-N-610	L5
LE/LIT-80301	Level Element and Transmitter (Ultrasonic Type)	08-N-612	L5
LE/LIT-80501	Level Element and Transmitter (Ultrasonic Type)	08-N-616	L5
LE/LIT-80502	Level Element and Transmitter (Ultrasonic Type)	08-N-616	L5
LIT-81301	Direct Sension, Flange Mounted Level Transmitter	08-N-614	L10
LIT-81302	Direct Sension, Flange Mounted Level Transmitter	08-N-614	L10
LIT-81303	Direct Sension, Flange Mounted Level Transmitter	08-N-614	L10

Analytical Instruments

TAG	Description	Drawing	Specifications
AE/AIT-21013	pH Element and Transmitter	08-N-602	A7
AE/AIT-21022	pH Element and Transmitter	08-N-602	A7
AE/AIT-21012	Turbidity Element and Transmitter	08-N-602	A16
AE/AIT-31079B	Turbidity Element and Transmitter	08-N-604	A16
AE/AIT-31099B	Turbidity Element and Transmitter	08-N-604	A16
AE/AIT-31119B	Turbidity Element and Transmitter	08-N-604	A16
AE/AIT-31089B	Turbidity Element and Transmitter	08-N-605	A16
AE/AIT-31109B	Turbidity Element and Transmitter	08-N-605	A16
AE/AIT-31109B	Turbidity Element and Transmitter	08-N-605	A16
AE/AIT-21021	Streaming Current Element and Transmitter	08-N-602	A34
AE/AIT-31079A	Particle Counter Element and Transmitter	08-N-604	A56
AE/AIT-31099A	Particle Counter Element and Transmitter	08-N-604	A56
AE/AIT-31119A	Particle Counter Element and Transmitter	08-N-604	A56
AE/AIT-31089A	Particle Counter Element and Transmitter	08-N-605	A56
AE/AIT-31109A	Particle Counter Element and Transmitter	08-N-605	A56
AE/AIT-31109A	Particle Counter Element and Transmitter	08-N-605	A56

Level Switch (Floats)

TAG	Description	Drawing	Specifications
LSH-81390	Float Level Switch	08-N-616	L18
LSH-80591	Float Level Switch	08-N-616	L18
LSH-80592	Float Level Switch	08-N-616	L18
LSL-21900	Float Level Switch	08-N-618	L18
LSHH-21900	Float Level Switch	08-N-618	L18
LSL-30090	Float Level Switch	08-N-618	L18
LSHH-30090	Float Level Switch	08-N-618	L18

Pressure Switches

TAG	Description	Drawing	Specifications
PSH-65101	Pressure Switch	08-N-608	P8
PSH-65102	Pressure Switch	08-N-608	P8
PSH-65103	Pressure Switch	08-N-608	P8
PSH-65104	Pressure Switch	08-N-608	P8
PSH-65105	Pressure Switch	08-N-608	P8
PSH-65201	Pressure Switch	08-N-609	P8
PSH-65202	Pressure Switch	08-N-609	P8
PSH-65203	Pressure Switch	08-N-609	P8
PSH-65204	Pressure Switch	08-N-609	P8
PSH-65205	Pressure Switch	08-N-609	P8

Control Panels

LCP-H (Electrical Building 1 PLC Panel)

- NEMA 12 Freestanding Enclosure with Backplane
- Schneider Electric M340 PLC & IO
- 24VDC Power Supplies
- Managed Ethernet Switch
- Fiber Optic Patch Panel
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

LCP-E (Electrical Building 2 PLC Panel)

- NEMA 12 Freestanding Enclosure with Backplane
- Schneider Electric M340 PLC & IO
- 24VDC Power Supplies
- Managed Ethernet Switch
- Fiber Optic Patch Panel
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

LCP-G-RIO (Chemical Building Electrical Room RIO Panel)

- NEMA 12 Freestanding Enclosure with Backplane
- Schneider Electric M340 Remote I/O
- 24VDC Power Supplies
- Managed Ethernet Switch
- Fiber Optic Patch Panel
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

LCP-G (Chemical Building Electrical Room PLC Panel)

- Existing PLC panel to be modified by adding new M340 CPU
- Replacing existing NOE with new Schneider Electric 4-port Ethernet Module
- Addition of two new managed ethernet switches
- Providing SFP modules for all fiber connections
- Replacing existing Fiber Optic Patch Panels with new Single-Mode LC connector panels.
- New single-mode fiber optic jumpers

CP-31 (Filter Building 2 PLC Panel)

- Addition of two new managed ethernet switches
- Providing SFP modules for all fiber connections
- Replacing existing Fiber Optic Patch Panels with new Single-Mode LC connector panels.
- New single-mode fiber optic jumpers
- Addition of Uninterruptible Power Supply

LCP-E7 (Filter Console 7 PLC Panel)

- NEMA 12 Freestanding Enclosure with Backplane
- Schneider Electric M340 PLC & IO
- 24VDC Power Supplies
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

LCP-E8 (Filter Console 8 PLC Panel)

- NEMA 12 Freestanding Enclosure with Backplane
- Schneider Electric M340 PLC & IO
- 24VDC Power Supplies
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

LCP-E9 (Filter Console 9 PLC Panel)

- NEMA 12 Freestanding Enclosure with Backplane
- Schneider Electric M340 PLC & IO
- 24VDC Power Supplies
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

LCP-E10 (Filter Console 10 PLC Panel)

- NEMA 12 Freestanding Enclosure with Backplane
- Schneider Electric M340 PLC & IO
- 24VDC Power Supplies
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

LCP-E11 (Filter Console 11 PLC Panel)

- NEMA 12 Freestanding Enclosure with Backplane
- Schneider Electric M340 PLC & IO
- 24VDC Power Supplies
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

LCP-E12 (Filter Console 12 PLC Panel)

- NEMA 12 Freestanding Enclosure with Backplane
- Schneider Electric M340 PLC & IO
- 24VDC Power Supplies
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

LCP-D (Filter Building 1 PLC Panel)

- Addition of two new managed ethernet switches
- Providing SFP modules for all fiber connections
- Replacing existing Fiber Optic Patch Panels with new Single-Mode LC connector panels.
- New single-mode fiber optic jumpers

LCP-F (High Service Pump Building PLC Panel)

- Conversion of Quantum PLC
- Conversion of program to Control Expert
- Addition of new managed ethernet switch
- Providing SFP modules for all fiber connections
- Replacing existing Fiber Optic Patch Panels with new Single-Mode LC connector panels.
- New single-mode fiber optic jumpers

LCP-L (Lagoon PLC Panel)

- Addition of new managed ethernet switch
- Providing SFP modules for all fiber connections
- Replacing existing Fiber Optic Patch Panels with new Single-Mode LC connector panels.
- New single-mode fiber optic jumpers

LCP-B1 (Reservoir Pump Station PLC Panel)

- Addition of new managed ethernet switch
- Providing SFP modules for all fiber connections
- Replacing existing Fiber Optic Patch Panels with new Single-Mode LC connector panels.
- New single-mode fiber optic jumpers

Reservoir RTU (Reservoir Pump Station RTU Panel)

- Replacement of Momentum CPU and Option Adapter with the specified CPU.
- Conversion of program to Control Expert

LCP-B (Reservoir Pumps Electrical Building PLC Panel)

- Existing panel backplane swap
- Conversion of existing Modicon Quantum hardware and programming to Control Expert
- Schneider Electric M340 PLC & IO
- 24VDC Power Supplies
- 1500VA UPS Battery Backup
- Circuit Breakers
- Incoming Power Surge
- Analog Signal Surge
- Control Relays
- Fuses
- Intrusion Switch
- Convenience Outlet
- LED Light
- Terminal blocks, wire duct, DIN rail

Spare Parts

Quantity	Description
1	PLC Processor of each type
1	Discrete Input Module of each type
1	Discrete Output Module of each type
1	Analog Input Module of each type
1	Analog Output Module of each type
1	Ethernet Switches of each type
1	Power Supply of each type
10%	Surge Suppressors (minimum of 2)
10%	120V AC Isolation Transformers (minimum of 2)
20%	DC Power Supplies (Minimum of 2)
20%	Fuses (Minimum of 5)
20%	Indicating Light Bulbs (Minimum of 5)
20%	Relays (Minimum of 3)
10%	Terminal Blocks (Minimum of 10)
10%	Hand Switches and Lights (Minimum of 5)

Clarifications

Items supplied by others:

NOTE: This quotation does not include conduit, wire, terminations of field devices or panels, sunshields, mounting hardware, installation, or ancillary materials, and/or labor to mount the quoted devices unless specifically outlined above. Additional engineering or start-up services performed beyond the scope of this quotation will be billed at our minimum rate per hour plus travel and lodging expenses.

PICS Scope Project Pricing

Pricing

Item	Amount
Base Price	\$1,704,650.00
Bond Price	\$N/A
Applicable sales tax at 6% to be added to base price	\$TBD
TOTAL PRICE	\$1,704,650.00

Note: This quotation is good for 90 days.

Agenda

Details	
Submittal	8-10 weeks A.R.O.
Equipment Delivery	Equipment deliveries will be timed to meet project schedule. Due to current supply chain disruptions, exact lead times cannot be set at this time and will be made available at time of purchase.

ASP Scope of Supply

Proposal to Serve as Automation Solutions Provider (ASP) for the Bear Creek Water Treatment Plant SCADA System

Southern Flow Inc. is pleased to submit this proposal to serve as the **Automation Solutions Provider (ASP)** for the **Supervisory Control and Data Acquisition (SCADA)** system at the **Bear Creek Water Treatment Plant (WTP)**.

As the ASP, Southern Flow will deliver comprehensive programming and software services for the **Programmable Logic Controllers (PLCs)** and **Human-Machine Interface (HMI)** components supporting the Bear Creek WTP Expansion Project to 42 MGD (“the Project”). The following scope of services reflects our commitment to delivering a fully integrated, tested, and operational SCADA system aligned with the Project’s unit process areas.

Southern Flow’s scope of work includes, but is not limited to:

- Configuration and programming of PLCs
- Development and configuration of HMI applications
- Creation of HMI graphics, including object linking and animation
- Configuration of alarms and trending functionality
- Implementation of HMI security protocols
- Configuration of HMI/PLC communication drivers
- Configuration of Ethernet network switches
- Comprehensive system testing and verification
- Operator and maintenance staff training
- Final commissioning and startup support of the integrated SCADA system

Southern Flow is confident that our experience and expertise will ensure the successful implementation and long-term reliability of the Bear Creek WTP SCADA system.

3.00 Control System Standards Development, Design Narratives and Standards Workshop

Southern Flow proposes facilitating a series of software design workshops at the Water Treatment Plant (WTP) to develop and document control system configuration standards. These collaborative workshops will review both existing practices and proposed enhancements to ensure alignment with the Owner's operational objectives and preferences.

Key focus areas of the workshops will include:

- HMI application software standards
- Trend group definitions and reporting requirements
- Remote alarm notification configurations
- PLC and HMI user access levels and permissions

Each workshop will be thoroughly documented through formal meeting minutes, which will be distributed to all participants for review. Following the Owner's review and feedback on the draft standards reflected in the meeting minutes, Southern Flow will finalize the PLC and HMI configuration standards, incorporating all relevant input from the end-users.

Once finalized and formally approved by the Owner, these standards will become the locked configuration standards—serving as the definitive basis for all subsequent software development, testing, and field startup/commissioning activities, ensuring consistency and adherence throughout the project lifecycle.



3.01 PLC I/O and Control Strategy Review

Southern Flow will lead a Control Strategy Workshop to review and finalize the control system configuration in collaboration with the project stakeholders. The workshop will include a detailed review of the final Piping & Instrumentation Diagrams (P&IDs), Process Instrumentation and Control (PICS) documentation, vendor-supplied PLC I/O lists, and the design control strategy narratives.



As part of this task, Southern Flow will:

- Finalize the I/O list based on PICS panel drawings, including:
 - Validation of the I/O list against the actual PLC hardware configuration (rack/slot/point).
 - Spot verification using available wiring diagrams to identify and resolve any I/O location discrepancies.
 - Verification against P&IDs to ensure accurate equipment tag identifiers are incorporated.
- Perform an engineering review of vendor-supplied packaged systems to confirm proper integration into the overall plant control system.

- Update the PICS I/O list with Engineer-derived, standardized tag names.
- Facilitate review sessions with the Owner, Operations & Maintenance staff, Engineer of Record (EOR), and other stakeholders to discuss and refine the control strategies.

The resulting strategies will be consolidated into a Control Strategies Standards Document, which will be distributed to all stakeholders for final approval by the Owner and EOR. This approved document will serve as the foundation for configuring and programming the PLC and HMI software.

3.02 HMI Development Strategy Review

Prior to beginning any new Human-Machine Interface (HMI) development, Southern Flow will conduct one or more HMI Standards Workshops to evaluate and update the plant's existing HMI design standards. These collaborative sessions will establish consistent, best-practice design principles to be applied uniformly throughout the plant during the expansion project.

Key topics to be addressed in the workshops include:

- System terminology and architecture
- Graphic display standards, organization, and navigation
- Process and equipment color conventions
- Alarm configuration
- Historical data collection and display
- Security configuration
- Integration of new equipment and processes into the HMI system

Outcomes of these workshops will be documented in an updated HMI Development Standards Document, which will be distributed for review and final approval by the Owner and EOR. This approved standard will guide the configuration and programming of the HMI software for the expansion project, ensuring consistency, usability, and operational effectiveness.



3.03 IP Scheme Development

Southern Flow will update the facility's existing IP addressing scheme and assign VLANs for use during the configuration of all network devices installed as part of the Project. The updated IP scheme will be submitted to project stakeholders for review and formal approval prior to implementation.

3.04 Project Delivery Plan Update

Upon completion of the standards and strategy workshops, Southern Flow will update the Project Delivery Plan. This updated plan will include a revised project schedule for the remaining phases of work, along with clearly defined project milestones for the delivery of PLC applications and HMI applications associated with each PLC and device in the system.

3.05 ASP Deliverables

At the conclusion of these tasks, Southern Flow will submit the following deliverables:

- PLC and HMI Standards Document
- HMI Development Strategies Document
- Finalized I/O List and Control Strategies Document

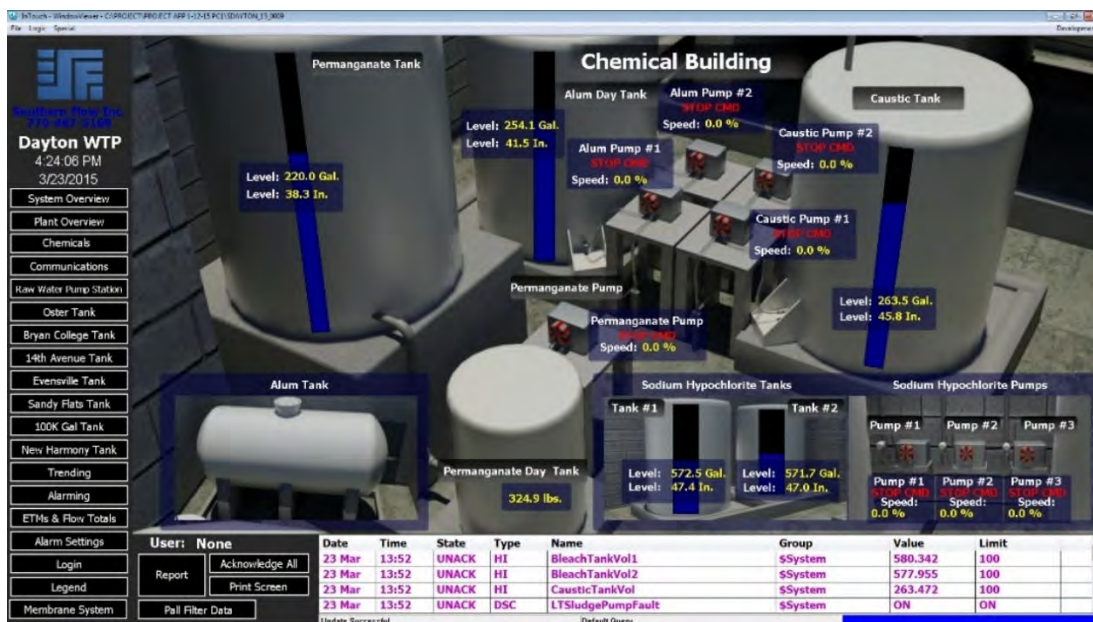
- Updated IP Addressing Scheme and VLAN Assignments
- Updated Project Delivery Plan

3.06 SCADA Application Software Development

The PLC standards, HMI standards, finalized I/O list, approved IP scheme, and control system narratives will serve as the basis for all configuration work performed as the ASP.

Southern Flow will prepare a formal Request for Information (RFI) for the Owner and Engineer of Record (EOR) as needed, requesting any additional process- or equipment-specific information required for programming. Such information may include, but is not limited to:

- Alarm setpoints and priorities
- High/low signal thresholds for interlocks and control
- Input process ranges and scaling factors
- Existing controller tuning constants
- Other functional requirements specific to unit processes



3.07 PLC and Ethernet Switch Programming

Southern Flow will provide complete programming of all PLCs and configuration of field Ethernet switches to implement the automation of plant processes as defined in the approved control system narratives, finalized I/O list, and Scope of Work.

3.08 Southern Flow will perform the following activities:

- Identify the appropriate PLC(s) responsible for each control and calculation function.
- Configure PLC-to-Remote I/O (RIO) and PLC-to-PLC data communications.
- Configure PLC-to-HMI data communications in accordance with approved standards.
- Define PLC programming structure, formats, and reusable configuration blocks.
- Assign software objects to corresponding physical field devices.
- Configure PLC-based alarm management and alarm priorities.
- Implement analog signal scaling and calibration.
- Program automation logic as specified in the control narratives.
- Define and implement sequential logic and advanced analog control strategies as required.
- Define and configure virtual points for HMI monitoring and control functions.
- Develop and document PLC functional software, including analog loop tuning parameters.
- Implement totalization calculations in the PLC for daily and previous-day totals, supporting plant reporting requirements.
- Configure field Ethernet switches in accordance with the approved VLAN scheme.
- Fully document all developed programs for Owner and EOR reference.



3.09 HMI Programming

Southern Flow will perform all HMI programming based on the plant's existing HMI graphic standards, supplemented by the approved draft graphics, updated control narratives, and finalized I/O list. HMI components include the plant's existing VTScada software platform and the new filter console Operator Interface Terminals (OITs).

For each new PLC and associated unit process area, Southern Flow will develop draft HMI graphics for review and approval by the Owner and Engineer of Record (EOR). Draft graphics will be updated based on Owner feedback. Final approved graphics will then be linked to the appropriate PLC objects and configured with all required automation control details, such as sequences, setpoints, and lead/lag selections.

Southern Flow will perform the following HMI programming tasks:

- Develop draft and final HMI graphics for each new PLC and unit process.
- Configure graphic animations, data objects, and database integration.
- Link equipment displays to relevant popup windows for detailed control and status.
- Develop new graphics to support automated control sequences.
- Configure additional alarm parameters to reflect system modifications in VTScada.

- Configure additional predefined trend files for operator selection and review in VTScada.
- Update existing automated reporting functions in VTScada as needed to incorporate the new processes.

All draft and final graphics will be submitted to the Owner and EOR for review and approval prior to deployment to the production VTScada servers. Southern Flow will incorporate up to three rounds of Owner comments into the final graphics package, which will be delivered for use during system startup and testing.

Deliverables

- Electronic file copies of fully annotated and documented PLC logic
- Field Ethernet Switch configuration files
- Final approved HMI graphics package

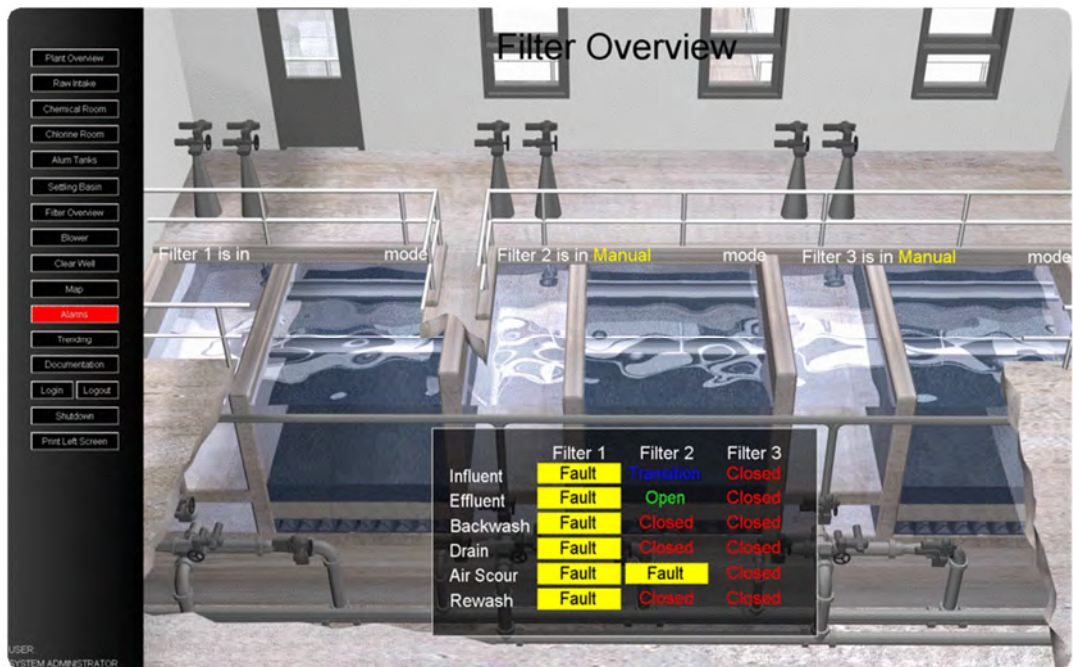
3.10 Bear Creek WTP – VTScada Programming and Graphics Development

Southern Flow will develop and implement all necessary VTScada programming and graphics to support both the modified existing processes, and the new unit processes added as part of the Bear Creek WTP Expansion Project. The scope is as follows:

Modifications to Existing Graphics

- Overview Graphic updates
- Summary Graphic updates
- Updates and modifications to existing process graphics
- Modifications to popup graphics and miscellaneous support graphics
- PLC diagnostics graphic updates
- Runtimes and cycle count graphic updates
- Flow totals graphic updates

New Process Graphics



Southern Flow will develop and configure new VTScada graphics to represent the following unit processes:

- Rapid Mixer 2
- Flocculation/Sedimentation Basins 3 and 4
- Filters 7–12
- Clearwell 3
- Barrow/Oconee High Service Pumps
- Jackson High Service Pumps
- Sodium Hypochlorite Generation Systems
- Chlorine Dioxide Generation Systems

Filters 7–12 OITs

In addition to VTScada graphics, Southern Flow will develop and program graphics for the filter console Operator Interface Terminals (OITs), including:

- Filter Overview Graphic

- Popup Graphics for equipment and status
- Backwash Status and Step Graphics
- Backwash Control and Setpoint Graphics
- Filter Flow Totals Graphic
- Filter Alarm Summary Graphic
- Miscellaneous supporting graphics

All graphics development will align with the approved HMI standards and will incorporate up to three rounds of stakeholder comments prior to final deployment.

3.11 Testing and Field Services



Southern Flow will plan and execute a comprehensive testing and commissioning process for all control system application software, including the following stages:

- In-House Software Demonstration Testing (IHSDT)
- Factory Demonstration Testing (FDT)
- Operational Readiness Testing (ORT)
- Performance Acceptance Testing (PAT)

Prior to testing, Southern Flow will develop and submit a detailed Test Plan for review by the Owner, Engineer of Record (EOR), and Contractor. Stakeholders will have two weeks to review and provide comments.

Southern Flow will then revise the Test Plan to incorporate all appropriate feedback and resubmit the finalized plan for approval prior to commencing any testing activities.



3.12 Factory Demonstration Testing (FDT)

Southern Flow proposes to perform the role of PICS in addition to ASP for a complete integrated system allowing all Factory Demonstration Testing (FDT) at its Automation Solutions Provider (ASP) facility in Alpharetta, GA at Southern Flow's headquarters. Southern Flow will develop and submit an FDT Plan that details the procedures and documentation required to verify equipment functionality in accordance with the Engineer of Record's (EOR) specified testing requirements.



The FDT Plan will include:

- I/O checkout sheets
- Detailed testing through the PLC register listings
- Network communication tests between field-level devices and a simulated host

The draft FDT Plan will be submitted to the Owner, EOR, and Contractor for review, with comments incorporated into the final version prior to testing.

Once the panel fabrication and PICS-provided documentation have been approved, Southern Flow's PLC application engineer will lead a one-week FDT at Southern Flow's Alpharetta facility. During this testing:

- Southern Flow's developed PLC applications will be loaded onto the PLC hardware installed in the PICS-supplied enclosures or on temporary mounting devices.
- All PLCs will be tested and validated for readiness prior to field installation.

Following successful completion of the FDT, Southern Flow will retain the PLC racks for inclusion in the subsequent In-House Software Demonstration Testing (IHSDT) phase.

FDT testing scope includes:

- Verification of communications between all PLCs and remote I/O devices
- Full I/O checkout to the PLCs, including simulation of discrete and analog field inputs

3.13 In-House Software Demonstration Testing (IHSDT)

Southern Flow will develop an IHSDT Plan, documenting the procedures for testing the integrated HMI application software and PLC logic. The draft IHSDT Plan will be submitted to the Owner for review, with comments incorporated into the final approved document. Final IHSDT documentation will be distributed to the Owner, EOR, and Contractor, forming the foundation for full system software verification.

IHSDT will also be conducted at Southern Flow's Alpharetta, GA facility, verifying:

- Functionality of HMI graphics and displays against the narrative requirements and finalized I/O list
- PLC logic operations and interactions with HMI graphics
- System readiness for field installation and startup

Simulated field conditions will be created using software-derived memory tags to emulate limit switch feedback, equipment running status, and analog input values.

Logistics Responsibilities for IHSDT Equipment

The combined ASP & PICS responsibilities performed by Southern Flow, Inc.:

- Deliver assembled PLC racks to Southern Flow's Alpharetta, GA facility upon completion of panel fabrication and prior to FDT

- Deliver OITs to Southern Flow’s Alpharetta, GA facility upon completion of fabrication
- Deliver Field Ethernet Switches to Southern Flow’s Alpharetta, GA facility for configuration
- Ensure all components are securely packaged, clearly labeled with contents and EOR-specified component tags, and shipped at PICS’s cost
- Receive, inventory, and handle all delivered components at its Alpharetta facility
- Manage all logistics and shipping of components between Southern Flow facilities, as needed, at Southern Flow’s cost
- Maintain secure packaging and clear labeling of all components throughout the testing process



3.14 Field Operational Readiness Test (ORT)

Southern Flow will develop an Operational Readiness Testing (ORT) Procedure to serve as the guideline for documenting and testing the PLC and HMI application software in the field. The ORT may be conducted in two phases, depending on operational constraints, as defined by the EOR's project specifications.

The ORT document will include:

- I/O checkout sheets
- Detailed step-by-step procedures to verify proper operation of the control system in both Local-Manual mode and Remote-Manual mode via the HMI system

The draft ORT procedure will be submitted to the Owner, EOR, and Contractor for review, and all comments will be incorporated into the final version. The approved ORT document will form the basis for conducting field testing.

3.15 Pre-ORT Requirements

Prior to the ORT, the PICS will complete the necessary preparatory tasks, including at minimum:

- Installation of all PLCs, remote I/O, OITs, internal panel wiring, cabling, and field devices
- Verification of communication between all PLCs, HMI systems, and remote I/O
- Field I/O checkout, including verification of instrument scaling, from field device to PLC
- Local field testing of all equipment in Local-Manual mode

ORT Objectives and Execution

The purpose of the ORT is to confirm that the control system and application software are fully functional in both Local-Manual and Remote-Manual modes and ready for operation. Southern Flow, in collaboration with the PICS and with participation from the Owner and EOR, will conduct a complete I/O checkout from the field device through the PLC to the HMI, verifying:

- Correct I/O assignments
- Accurate analog scaling
- Proper functioning of Local-Manual and Remote-Manual operation modes
- Data communication between all PLCs and the HMI system

Testing will include operation of the live process (where appropriate and practical) to verify correct functionality. The Owner and Southern Flow will jointly sign off on each completed test, or the Owner may waive their witness requirement. Any programming deficiencies identified in PLC or HMI software during ORT will be corrected by Southern Flow, re-tested, and verified. If field equipment failures or malfunctions outside the control of Southern Flow are identified during testing, Southern Flow will conduct modified ORT testing by simulating signals at the cabinet terminal strip to demonstrate the correct functionality of the control system software.

3.16 Field Performance Acceptance Testing (PAT)

Southern Flow will prepare a Performance Acceptance Testing (PAT) Procedure, which will guide and document testing of software, graphic displays, and Remote-Auto control functions in accordance with project specifications. The draft PAT document will be submitted to the Owner, EOR, and Contractor for review, and all comments will be incorporated into the final version.

With support from the PICS, Southern Flow will conduct a witnessed PAT at Bear Creek WTP to confirm that the remote automatic control functions meet the requirements of the approved control system narrative and finalized I/O list. Each unit process area will be tested loop-by-loop, using

live field inputs and outputs, to verify the correct performance of all remote automatic control functions.

The Owner and PICS will witness the PAT, though the Owner may waive its witness requirement. Any identified PLC or HMI programming deficiencies will be corrected by Southern Flow, re-tested, and verified. Additionally, Southern Flow will provide an Operator Punch List Notebook to record any issues discovered during plant operation that require further remediation.

Deliverables – Testing Phases

- Factory Acceptance Test (FAT) results
- Operational Readiness Test (ORT) results with final sign-off
- Performance Acceptance Test (PAT) results with final sign-off

Documentation Updates and Final Deliverables

Throughout the development and commissioning of the PLC and HMI software, Southern Flow will track and incorporate any modifications to the control narratives, I/O list, IP addressing scheme, PLC and HMI standards, and network layout.

After completion of PAT, Southern Flow will deliver final, updated versions of:

- Control System Narrative Document
- PLC and HMI Standards Documentation
- I/O List
- IP Address List
- Network Port Map with VLAN assignments
- Final Network Map/Layout

In addition, Southern Flow will provide a comprehensive list of:

- Passwords for all administered hardware and software
- Warranty expiration dates and license registration information

All documentation will be delivered electronically and may also be integrated into the plant's Operations & Maintenance (O&M) manual, subject to data sensitivity considerations.



3.17 Final Deliverables – Documentation

- Electronic copies of final Control System Narrative and PLC/HMI Standards
- Finalized I/O List
- Updated IP Address List
- Updated Network Port Map and VLAN assignments
- Password list for all administered systems
- Warranty and license registration information
- Final Network Map/Layout

ASP Scope Pricing

Pricing

Item	Amount
Base Price	\$421,647.06
Bond Price	N/A
Applicable sales tax at 6% to be added to base price	N/A
TOTAL PRICE	\$421,647.06

Note: This quotation is good for 90 days.

OT Hardware & Software Allowance Pricing

Details of all Hardware and Software included in this allowance can be found in Attachment A.

Pricing

Item	Amount
TOTAL PRICE	\$912,472.00

Note: This quotation is good for 90 days.

4.00 Maintenance Service Agreement:

4.01 Service Contract Options

At Southern Flow, Inc., we understand that every customer has unique operational needs, budgets, and expectations for support. That's why we offer three flexible service contract options designed to help you maintain and improve your automation systems with confidence.

Each option provides access to our competent, responsive team of Service Technicians and Application Engineers, and all includes the ability to expand or customize your package as needed. Whether you need occasional support, proactive planning, or a fully integrated partnership, our goal is to be easy to work with and indispensable to your success.

We're also happy to create a **custom package** to meet your specific needs.

4.02 Option 1: Preventive Maintenance

Our most flexible, pay-as-you-go option.

- No included site visits, No Annual Fee. You call us when you need us.
- Labor Rates:
 - Service Technician: **\$175.00/hr**
 - Application Engineer: **\$185.00/hr**
 - Remote Support & Diagnostics: **\$140/hr (2 hr minimum)**
 - Automation Blueprint™ Services: **\$185.00/hr**
- Ideal for: customers with internal maintenance staff who only need periodic expert support.

4.03 Option 2: Proactive Maintenance

Planned maintenance and priority support with better rates.

- Includes **2 annual site visits**, scheduled in advance, for inspections, tuning, and recommendations.
- Annual Fee: **\$5,266 (includes travel & living expenses)**
- Preferred Labor Rates:
 - Service Technician: **\$145.00/hr**
 - Application Engineer: **\$155.00/hr**
 - Remote Support & Diagnostics: **\$120/hr (includes 2 hrs/month)**
 - Automation Blueprint™ Services: **\$155.00/hr (includes 1 day/year including travel & living)**
- Ideal for: customers who want to stay ahead of problems and plan for continuous improvement.

4.04 Option 3: Strategic Partnership

Our most comprehensive and collaborative support package.

- Includes **4 annual site visits**, providing regular inspections, updates, and training.
- Annual Fee: **\$10,480 (includes travel & living expenses)**
- Best Labor Rates:
 - Service Technician: **\$140.00/hr**
 - Application Engineer: **\$150.00/hr**
 - Remote Support & Diagnostics: **\$120/hr (includes 8 hrs/month)**

- Automation Blueprint™ Services: **\$150.00/hr (includes 2 days/year including travel & living)**
- Ideal for: customers who view us as an extension of their team and value consistent, strategic support.

4.05 Custom Packages Available

Not seeing exactly what you need? We're happy to design a service plan tailored to your operations, schedule, and priorities. Our mission is to support you with the right level of expertise, responsiveness, and value, on your terms.

Let us help you build the right foundation for reliable, efficient, and resilient operations. Contact us today to discuss which option is best for you, or to create a custom plan.

5.00 Automation Blueprint:

5.01 Automation Blueprint™ — Your Foundation for Resilience and Recovery

For the existing control panels onsite, Southern Flow is proposing providing 2 Days onsite to perform our Automation Blueprint. In today's fast-paced industrial world, downtime is costly, and recovery shouldn't be guesswork. That's why we created the Automation Blueprint™, a comprehensive service that documents, secures, and backs up every critical component of your automation ecosystem.

The Automation Blueprint™ establishes your Foundation File, a living record of your control systems that ensures you're always prepared to troubleshoot swiftly, recover from disasters, and confidently plan upgrades.



Our process captures and organizes:

- PLC programming and logic
- HMI configurations and operator interface settings

- IIoT and SCADA network configurations, including field instrument and device calibration data
- Historical trends and archived process data
- Network topologies and cybersecurity settings

All of this is compiled into a secure, searchable, and actionable package, your Unified Controls Repository (UCR) designed to serve as both a baseline and a benchmark.

For facilities looking to embrace Industry 4.0 readiness, the Automation Blueprint™ can also extend to a Digital Twin Archive, creating a virtual replica of your as-built systems for simulation and analysis.

Whether you call it your Automation Digital Record (ADR) or simply peace of mind, the Automation Blueprint™ gives your team the tools and information to reduce downtime, improve compliance, and protect your investments.

Build your foundation. Protect your future.™

With the Automation Blueprint™, you're never starting from scratch.

Contact us today to schedule your site assessment and put your Foundation File in place.

5.02 Automation Blueprint

Pricing

Item	Amount
Includes 2 Days on-site and 1 Day in the office	\$4,800.00
TOTAL PRICE	\$4,800.00

Note: This quotation is good for 90 days.

6.00 Pricing Summary

Pricing

Item	Amount
PICS Scope Project Pricing	\$1,704,650.00
ASP Scope of Services	\$421,647.06
OT Hardware & Software Allowance Pricing	\$912,472.00
Automation Blueprint	\$4,800.00
TOTAL PRICE	\$3,046,569.06

Note: This quotation is good for 90 days.

Terms

Contractor to supply conformed plans and specifications to Southern Flow, Inc. before commencing our work.

Standard terms and conditions TC4/94.

Freight & Shipment: F.O.B. Factory, full freight allowed to destination.

The request to start work will be confirmed by the acceptance of this proposal. Start of work may be delayed by the buyer (if necessary) to work out specific negotiations. However, the buyer's notification to the seller to start work terminates negotiations. Any other alterations deviating from the original proposal will require a change order.

Start-up and trainings are allotted in this proposal. If additional trips are required, they will be additionally invoiced based on rates in effect.

Unless noted otherwise, on-site work hours will be weekdays only, and no legal holidays. These will be 8-hour workdays, unless agreed upon otherwise. If any work is required on weekends or holidays to maintain project schedule, it will be charged to the buyer on said current rate, unless another agreement is made.

Please forward the purchase order for this proposal to the following address:

Southern Flow, Inc.

ATTN: John Ronan

6445 Industrial Way, Suite A

Alpharetta, GA 30004

jronan@southernflowinc.com

Attachment A

Upper Oconee Basin Water Authority - Bear Creek WTP Expansion to 42 MGD - Hardware and Software - V1.0

Server Rack Hardware

Qty	Manufacturer	Model No.	Description	Note
1	Fortinet	FG-101F	FortiGate-101F 22 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 16 x switch ports	Network Firewall, Perimeter (Business/Security)
1	Fortinet	FC-10-F101F-247-02-60	Firewall Support, 5 Year FortiCare Premium Support	Network Firewall Support (Software), For Business/Security
1	Fortinet	FC-10-F101F-159-02-60	Firewall OT Support, 5 Year FortiGuard OT Security Service (OT dashboards and compliance reports, OT application and	Network Firewall OT Service (Software), For Business/Security
2	Fortinet	FG-201F	Firewall, 18 x GE RJ45 (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 8 x GE SFP slots, 4 x 10GE SFP+ slots,	Network Firewall
2	Fortinet	FC-10-F201F-247-02-60	Firewall Support, 5 Year FortiCare Premium Support	Network Firewall Support (Software)
2	Fortinet	FC-10-F201F-159-02-60	Firewall OT Support, 5 Year FortiGuard OT Security Service (OT dashboards and compliance reports, OT application and	Network Firewall OT Service (Software)
4	Fortinet	FS-1024E	Network Switch, Layer 2/3 with 24 x SFP / SFP+ slots GE/10 GE capable	Network Switch (DMZ & SCADA Core)
4	Fortinet	FC10-S1E24-247-02-60	Network Switch Support, Forticare Premium 5 year support	Network Switch Support (Software)
1	Fortinet	FAZ-300G-BDL-466-60	FortiAnalyzer with Support, FortiAnalyzer Enterprise Protection	Network Analyzer with Support
1	Fortinet	FC-10-L03HG-159-02-60	FortiAnalyzer OT Security Service, 5 Year, including advanced OT analytics, risk and compliance reports, event handlers, and	Network Analyzer OT Service
1	Fortinet	SP-FAD400F-PS	FortiAnalyzer Redundant Power Supply for FortiAnalyzer-300G	Network Analyzer Redundant Power Supply
24	Fortinet	FC2-10-PAVUL-591-02-60	FortiPAM-VM Privileged Remote Access - Subscription for one FortiPAM Virtual Machine seat for between 10 to 24 users.	Remote Access
2	Fortinet	FC-10-F201F-108-02-60	FortiGate-201F 5 Year FortiGuard IPS Service	Network Firewall IPS Service (Software)
1	Fortinet	FAC-VM-BASE	FortiAuthenticator - VM License VM Base License supports up to 100 users. Expand user support to 1 million plus users by	Network Authentication
1	Fortinet	FTM-ELIC-50	FortiTokenMobile, Perpetual licenses for 50 users	Network MFA Tokens
5	Fortinet	FC1-10-FMGVS-258-01-60	FortiManager, VM Subscription License with Support 5 Year for up to 50	Network Management, Stacked licence per 10 devices
1	Fortinet	FC1-10-M3004-248-02-60	FortiManager, VM FortiCare Premium Support 5 Year FortiCare Premium	Network Management
1	Fortinet	FC1-10-EMS04-429-01-60	Endpoint Protection Licenses, EPP/APT (On Premise Deployments) 5 Year FortiClient EPP/APT Subscription for 25	Network Endpoint Protection
1	Fortinet	FC1-10-FCBPS-310-02-60	Endpoint Protection Support, FortiClient BPS, up to 999 Endpoints, 5 year	Network Endpoint Protection Support
4	APC	AP6007A	APC Rack PDU, Basic, Vertical, 208V, 60A, (21) C13, (6) C19	Network Rack Accessory
2	APC	AP9571A	APC Rack PDU, Basic, Horizontal, 208V, 30A, (10) C13	Network Rack Accessory
2	Chatsworth	10610-019	Rack Bonding Busbar, (8) #6-32 Pre-tapped Mounting Holes on 1"	Network Rack Accessory
1	Corning	CCH-04U	Fiber Optic Patch Panel (FOPP), 4U, Holds 12 CCH Connector Panels	Fiber Patch Panel (SCADA)
4	Corning	CCH-CS12-A9-P00RE	FOPP Cassette, Single-Mode, 12-Strand, OS2, UPC	Fiber Patch Panel Accessory (SCADA)
2	Dell	R7960	Precision R7960, Xeon, 32GB RAM, 1TB HD, KB+Mouse, No Wifi, 5 Year	Rackmount Workstation, Video Wall Management, Engineering
2	APC	AR3100B2	Server Cabinet, Standard Width/Depth, Shock Pallet w/ramps, 42U	Network Rack (SCADA & Business/Security)
4	APC	AR8100	M6 Hardware For Mounting Equipment In Enclosure With Square Hole Mounting Rails. Qty. 32 Sets of M6 Cage Nuts,	Network Rack (SCADA & Business/Security)
2	APC	AR8442	Server Cabinet, Vertical Cable Manager	Network Rack (SCADA & Business/Security)
2	APC	AR7502	Server Cabinet, Vertical Cable Management Bracket	Network Rack (SCADA & Business/Security)
2	APC	AR7710	Server Cabinet, Cable Management Containment Brackets (6 pack)	Network Rack (SCADA & Business/Security)
2	APC	AR8561	Server Cabinet, Roof-Mounted Cable Trough	Network Rack (SCADA & Business/Security)
2	APC	AR8008BLK	Server Cabinet, Horizontal Cable Organizer Side Channel 18" to 30"	Network Rack (SCADA & Business/Security)
3	FS.com	FHU-BPA-1U-10	Network Rack Blanking Panel, Magnetic Design (10pcs/Pack)	Network Rack Accessory (SCADA & Business/Security)
6	FS.com	CMH-SFD2U (29039)	Horizontal Single Sided Cable Manager, 2RU, Finger Duct with Cover, 3.43	Network Rack Accessory
6	FS.com	CMH-SFD1U (29038)	Horizontal Single Sided Cable Manager, 1RU, Finger Duct with Cover, 3.43	Network Rack Accessory
4	FS.com	C6P-S24FT1U	CAT6 Patch Panel, 24-Port Coupler, 1RU, Cable Management Bar Included	Network Rack Accessory (SCADA & Business/Security)

1	Kendall Howard	1903-1-110-00	Flanged Lacing Bar (10 pack)	Network Rack Accessory
1	Kendall Howard	1903-1-111-00	Flanged Lacing Bar 3" (10 pack)	Network Rack Accessory
2	Nutanix	NX-1375S-G9	Hyperconverged Virtualization Stack, Software & Support (5 year),	DMZ Cluster & SCADA Cluster
1	RackSolutions	1USHL-115	1U 115 Sliding Equipment Shelf 27-in Depth with Cable Management Arm	Network Rack Accessory
2	Rackstuds.com	RSL2.2R100-S2	Rackstuds Series II 100-Pack, Red, 2.2mm	Network Rack Accessory
2	Rackstuds.com	RSL3.2P100-S2	Rackstuds Series II 100-Pack, Purple, 3.2mm	Network Rack Accessory
2	Raritan	MCD-LED17116	KVM, 17" LED-Backlit Console Drawer and Integrated KVM Switch With	KVM (SCADA & Business/Security)
4	Raritan	MDCIM-VGA	KVM Interface, MasterConsole Digital Computer Interface Module, VGA	KVM Accessory
4	Seagate	ST8000VN004	NAS Internal Hard Drive, 8TB	NAS Server Hard Drives
1	Synology	RS822RP+	NAS, for Backup Storage	NAS Server (SCADA & DMZ)
1	Synology	E10G21-F2	NAS SFP, 10G SFP+ Module	NAS Server Accessory
1	Synology	RKS-02	NAS Rail Kit	NAS Server Accessory
1	Synology	CMA-01	NAS Cable Management Arm	NAS Server Accessory
1	TimeTools	T550-00	NTP Server with External antenna and cable; T-3740 / MT4-GPS / TCX-	NTP Server
1	TimeTools	SPP-GPS	Multi-strike maintenance-free surge suppressor for GPS Time Server	NTP Server Accessory
1	Vertiv	GXT5-20KMVRT11UXLN	Liebert 20kVA UPS Rack Mount, 120/208 Input, 120/208 Output, 11U	Network Rack UPS
1	Vertiv	GXT5-EBC288VRT4U	External Battery Kit for 20kVA GXT5 UPS	Network Rack UPS
1	Vertiv	VMBC-20KMVRT4U	Maintenance Bypass Switch, 20kVA	Network Rack Bypass Switch
1	Vertiv	SUGXT15-20U7	Vertiv Lievert Power Startup Services	UPS Startup Services
1	Western Digital	WDBWLG0240HBK-NESN	NAS External Hard Drive, 24TB	NAS Server Accessory

Software

5	AMDT	OCTOPLANT	PLC Backup Software, Plus Tier, Disaster Recovery, Change Management,	Backups for PLC
4	GoDaddy	N/A	Standard SSL Certificate, 5 Year	SSL Certificates for SSL-VPN, PRA Remote Access
9	Microsoft	DG7GMGF0PWHC:0003	Windows Server 2025 Standard Edition - 16 Core License	144 total cores (16 Core License Pack)
1	Microsoft	DG7GMGF0M80J:0002	SQL Server 2022 Standard Edition (NCE COM BAS PER	Database Server
9	Microsoft	DG7GMGF0PN5D:0002	Microsoft Office LTSC 2024	Software License
1	Paessler	PRTG1000	Network Monitor, 100 Devices, 1000 Sensors, 5 Year	Network Operational Monitoring Software
1	Schneider Electric	CEXSPUCZSGPAZZ	License, EcoStruxure Control Expert, Service Pack Base, Small S, 3 User,	PLC Programming Software, For Engineering Workstation
3	Schneider Electric	HMIEELCZLSPAZZ	License, EcoStruxure Operator Terminal Expert, Basic, Buildtime, Single, 1	HMI Programming Software, For Filter Console OIT's
1	Veeam	V-FDNVUL-0I-SU5YP-00	Backup Software, includes Disaster Recovery, 5 Year Subscription License	Veeam Backup and DR 5 Year Support (SCADA & DMZ)
1	VTSCADA	Dual Server Premium	For operations & configuration. Auto failover & sync across 2	VTSCADA Upgrade License to 10,000 Tags

Workstations / Thin Clients

2	APC	BX1000M	APC Back-UPS 1000, Compact Tower, 1000VA, 120V, AVR,	UPS for Filter Building Workstations
6	C2G	50182	6ft (2m) C2G Performance Series Certified Premium High	HDMI Cable
6	C2G	50184	10ft (3m) C2G Performance Series Certified Premium High	HDMI Cable
7	Dell	7020 Plus	OptiPlex 7020 MFF Plus, i7, 32GB, 512GB, KB+Mouse, No	Workstation, Operations/Engineering
13	Dell	P2425H	Desktop Monitor, 24-in	Monitors for Workstations, RM workstation
1	Dell	5450	Latitude 5450 Laptop, i7, 32GB, 512GB, No	Mobile Workstation, Operations/Engineering
1	HP	22618F	HP LaserJet Pro MFP 4101FDN Printer	Printer
1	HP	W1480A	HP Black Original LaserJet Toner Cartridge	Printer Toner
1	Logitech	MK200	Full-sized Keyboard and Mouse Combo, wired	Keyboard & Mouse For Large Panel Displays, For RM Eng. Workstation
5	Startech	DP2HD4KS	DisplayPort to HDMI Adapter - 4K 30Hz Active DisplayPort to	DP to HDMI Adapter
2	Tripp Lite	B127E-1A1-HH	Tripp Lite series HDMI over Cat6 Extender Kit with Power over	HDMI Extender, For RM Eng. Workstation
2	Tripp Lite	B203-104-POC	Tripp Lite series 4-Port USB over Cat5/Cat6 Extender Kit with	USB Extender, For Eng. Workstation

Video Wall Equipment

4	C2G	50182	6ft (1.8m) C2G Performance Series Certified Premium High	HDMI Cable, For Large Panel Displays
4	C2G	54422	10ft (3m) Mini DisplayPort™ Male to HDMI™ Male Adapter	mDP to HDMI Cable
1	Logitech	MK200	Full-sized Keyboard and Mouse Combo, wired	Keyboard & Mouse For Large Panel Displays
4	Sunbrite	SB-P2-49-4K-BL	Video Wall Monitor, 49", 4K, HDR, 1000 nit Brightness	Large Panel Display
4	Sunbrite	SB-WM-ART2-L-BL	Video Wall Monitor Bracket, Full Motion	Large Panel Display Accessory
8	Tripp Lite	B127E-1A1-HH	Tripp Lite series HDMI over Cat6 Extender Kit with Power over	HDMI Extender, For Large Panel Displays
4	Tripp Lite	B203-104-POC	Tripp Lite series 4-Port USB over Cat5/Cat6 Extender Kit with	USB Extender, For Large Panel Displays

Cables and Other

1	Brady	M410-PWID	M410 Handheld Label Printer with Product and Wire ID	Label Printer Kit
5	Brady	M4C-500-422	Aggressive Adhesive Multi-Purpose Polyester Labels with	Extra Label Tape (Thin)
5	Brady	M4C-1000-422	Aggressive Adhesive Multi-Purpose Polyester Labels with	Extra Label Tape (Thick)
5	Brady	M4-141-499	Aggressive Adhesive Multi-Purpose Nylon Flag Labels with	Extra Labels (Flag Type 1)
5	Brady	M4-1-425-FP	P-Flag Matte Polypropylene Labels for M4 M5 Printers - 1.18"	Extra Labels (Flag Type 2)
10	C2G	3148	6ft (1.8m) 18 AWG Monitor Power Adapter Cord (IEC320C14	Power Cable
10	FS.com	SMLCDX (40192)	2m (7ft) Fiber Patch Cable, LC UPC to LC UPC, Duplex, 2	Fiber Patch Cable
10	FS.com	SMLCDX (40193)	3m (10ft) Fiber Patch Cable, LC UPC to LC UPC, Duplex, 2	Fiber Patch Cable
10	FS.com	C6AUTPSGSPVC (151365)	3ft (0.9m) Cat6a 28AWG Snagless Unshielded (UTP) PVC	Copper Patch Cable
10	FS.com	C6AUTPSGSPVC (151369)	10ft (3m) Cat6a 28AWG Snagless Unshielded (UTP) PVC CM	Copper Patch Cable
10	FS.com	C6AUTPSGSPVC (151370)	16ft (4.9m) Cat6a 28AWG Snagless Unshielded (UTP) PVC	Copper Patch Cable
20	FS.com	C6AUTPSGSPVC (151364)	6in (0.15m) Cat6a 28AWG Snagless Unshielded (UTP) PVC	Copper Patch Cable
4	FS.com	QSFP-40G-PC01 (245911)	1m (3ft) Fortinet SP-CABLE-FS-QSFP+1 Compatible 40G	Copper Patch Cable
4	FS.com	SFP-10G-PC01 (194866)	1m (3ft) Fortinet Compatible 10G SFP+ Passive Direct Attach	Copper Patch Cable
4	FS.com	SFP-10G-PC03 (194870)	3m (10ft) Fortinet Compatible 10G SFP+ Passive Direct	Copper Patch Cable
4	FS.com	SFP-10G-PC04 (194871)	4m (13ft) Fortinet Compatible 10G SFP+ Passive Direct	Copper Patch Cable
10	FS.com	SFP-10G-PC05 (194872)	5m (16ft) Fortinet Compatible 10G SFP+ Passive Direct	Copper Patch Cable
24	FS.com	PC14C13-15A (36017)	6ft (1.8m) IEC60320 C14 to IEC60320 C13 14AWG 250V/15A	Power Cable
4	Velcro	VEL-30100-AMS	Reusable Fastening Cable Straps with Buckle Variety Sizes 8"-	Cable Bundle Straps
1	Velcro	VEL-30765-AMS	Cut to Fit Reusable Cable Strap, 1/2" x 30'	Cable Bundle Strap
20	FS.com	SFP-GE-T (194298)	SFP Module, 1GE SFP RJ45 for SFP and SFP/SFP+ slots	Network Equipment Interface
20	FS.com	SFP1G-LX-31 (248881)	SFP Module, 1000BASE-LX/LH SFP 1310nm 10km DOM	Network Equipment Interface

Attachment A

Upper Oconee Basin Water Authority - Bear Creek WTP Expansion to 42 MGD - Hardware and Software							
v1.0							
Server Rack Hardware							
Qty	Manufacturer	Model No.	Description	Note	Source of \$	Unit Price	Total Price
1	Fortinet	FG-101F	FortiGate-101F 22 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 16 x switch ports)	Network Firewall, Perimeter (Business/Security)	www.fortinet.com	\$2,376.00	\$2,376.00
1	Fortinet	FC-10-F101F-247-02-60	Firewall Support, 5 Year FortiCare Premium Support	Network Firewall Support (Software), For Business/Security	www.fortinet.com	\$2,673.00	\$2,673.00
1	Fortinet	FC-10-F101F-159-02-60	Firewall OT Support, 5 Year FortiGuard OT Security Service (OT dashboards and compliance reports, OT application and	Network Firewall OT Service (Software), For Business/Security	www.fortinet.com	\$2,376.00	\$2,376.00
2	Fortinet	FG-201F	Firewall, 18 x GE RJ45 (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 8 x GE SFP slots, 4 x 10GE SFP+	Network Firewall	www.fortinet.com	\$5,100.00	\$10,200.00
2	Fortinet	FC-10-F201F-247-02-60	Firewall Support, 5 Year FortiCare Premium Support	Network Firewall Support (Software)	www.fortinet.com	\$5,737.50	\$11,475.00
2	Fortinet	FC-10-F201F-159-02-60	Firewall OT Support, 5 Year FortiGuard OT Security Service (OT dashboards and compliance reports, OT application and	Network Firewall OT Service (Software)	www.fortinet.com	\$5,100.00	\$10,200.00
4	Fortinet	FS-1024E	Network Switch, Layer 2/3 with 24 x SFP / SFP+ slots GE/10 GE capable	Network Switch (DMZ & SCADA Core)	www.fortinet.com	\$14,028.30	\$56,113.20
4	Fortinet	FC10-S1E24-247-02-60	Network Switch Support, Forticare Premium 5 year support	Network Switch Support (Software)	www.fortinet.com	\$7,014.15	\$28,056.60
1	Fortinet	FAZ-300G-BDL-466-60	FortiAnalyzer with Support, FortiAnalyzer Enterprise Protection	Network Analyzer with Support	www.fortinet.com	\$60,305.85	\$60,305.85
1	Fortinet	FC-10-L03HG-159-02-60	FortiAnalyzer OT Security Service, 5 Year, including advanced OT analytics, risk and compliance reports, event	Network Analyzer OT Service	www.fortinet.com	\$14,619.60	\$14,619.60
1	Fortinet	SP-FAD400F-PS	FortiAnalyzer Redundant Power Supply for FortiAnalyzer-300G	Network Analyzer Redundant Power Supply	www.fortinet.com	\$693.36	\$693.36
24	Fortinet	FC2-10-PAVUL-591-02-60	FortiPAM-VM Privileged Remote Access - Subscription for one FortiPAM Virtual Machine seat for between 10 to 24	Remote Access	www.fortinet.com	\$2,160.00	\$51,840.00
2	Fortinet	FC-10-F201F-108-02-60	FortiGate-201F 5 Year FortiGuard IPS Service	Network Firewall IPS Service (Software)	www.fortinet.com	\$5,100.00	\$10,200.00
1	Fortinet	FAC-VM-BASE	FortiAuthenticator - VM License VM Base License supports up to 100 users. Expand user support to 1 million plus users	Network Authentication	www.fortinet.com	\$1,711.20	\$1,711.20
1	Fortinet	FTM-ELIC-50	FortiTokenMobile, Perpetual licenses for 50 users	Network MFA Tokens	www.fortinet.com	\$3,342.40	\$3,342.40
5	Fortinet	FC1-10-FMGVS-258-01-60	FortiManager, VM Subscription License with Support 5 Year for up to 50	Network Management, Stacked licence per 10 devices	www.fortinet.com	\$1,815.84	\$9,079.20
1	Fortinet	FC1-10-M3004-248-02-60	FortiManager, VM FortiCare Premium Support 5 Year FortiCare Premium	Network Management	www.fortinet.com	\$1,192.50	\$1,192.50
1	Fortinet	FC1-10-EMS04-429-01-60	Endpoint Protection Licenses, EPP/APT (On Premise Deployments) 5 Year FortiClient EPP/APT Subscription for 25	Network Endpoint Protection	www.fortinet.com	\$2,862.00	\$2,862.00
1	Fortinet	FC1-10-FCBPS-310-02-60	Endpoint Protection Support, FortiClient BPS, up to 999 Endpoints, 5 year	Network Endpoint Protection Support	www.fortinet.com	\$13,500.00	\$13,500.00
4	APC	AP6007A	APC Rack PDU, Basic, Vertical, 208V, 60A, (21) C13, (6) C19	Network Rack Accessory	www.apc.com	\$989.00	\$3,956.00
2	APC	AP9571A	APC Rack PDU, Basic, Horizontal, 208V, 30A, (10) C13	Network Rack Accessory	www.apc.com	\$399.99	\$799.98
2	Chatsworth	10610-019	Rack Bonding Busbar, (8) #6-32 Pre-tapped Mounting Holes on 1"	Network Rack Accessory	www.chatsworth.com	\$106.51	\$213.02
1	Corning	CCH-04U	Fiber Optic Patch Panel (FOPP), 4U, Holds 12 CCH Connector Panels	Fiber Patch Panel (SCADA)	www.anixter.com	\$527.14	\$527.14
4	Corning	CCH-CS12-A9-P00RE	FOPP Cassette, Single-Mode, 12-Strand, OS2, UPC	Fiber Patch Panel Accessory (SCADA)	www.anixter.com	\$555.46	\$2,221.84
2	Dell	R7960	Precision R7960, Xeon, 32GB RAM, 1TB HD, KB+Mouse, No Wifi, 5 Year	Rackmount Workstation, Video Wall Management, Engineering	www.dell.com	\$6,521.00	\$13,042.00
2	APC	AR3100B2	Server Cabinet, Standard Width/Depth, Shock Pallet w/ramps, 42U	Network Rack (SCADA & Business/Security)	www.apc.com	\$2,200.00	\$4,400.00
4	APC	AR8100	M6 Hardware For Mounting Equipment In Enclosure With Square Hole Mounting Rails. Qty. 32 Sets of M6 Cage Nuts,	Network Rack (SCADA & Business/Security)	www.apc.com	\$59.99	\$239.96
2	APC	AR8442	Server Cabinet, Vertical Cable Manager	Network Rack (SCADA & Business/Security)	www.apc.com	\$219.99	\$439.98

2	APC	AR7502	Server Cabinet, Vertical Cable Management Bracket	Network Rack (SCADA & Business/Security)	www.apc.com	\$179.99	\$359.98
2	APC	AR7710	Server Cabinet, Cable Management Containment Brackets (6 pack)	Network Rack (SCADA & Business/Security)	www.apc.com	\$179.99	\$359.98
2	APC	AR8561	Server Cabinet, Roof-Mounted Cable Trough	Network Rack (SCADA & Business/Security)	www.apc.com	\$189.99	\$379.98
2	APC	AR8008BLK	Server Cabinet, Horizontal Cable Organizer Side Channel 18" to 30"	Network Rack (SCADA & Business/Security)	www.apc.com	\$99.99	\$199.98
3	FS.com	FHU-BPA-1U-10	Network Rack Blanking Panel, Magnetic Design (10pcs/Pack)	Network Rack Accessory (SCADA & Business/Security)	www.fs.com	\$69.00	\$207.00
6	FS.com	CMH-SFD2U (29039)	Horizontal Single Sided Cable Manager, 2RU, Finger Duct with Cover, 3.43	Network Rack Accessory	www.fs.com	\$20.00	\$120.00
6	FS.com	CMH-SFD1U (29038)	Horizontal Single Sided Cable Manager, 1RU, Finger Duct with Cover, 3.43	Network Rack Accessory	www.fs.com	\$18.00	\$108.00
4	FS.com	C6P-S24FT1U	CAT6 Patch Panel, 24-Port Coupler, 1RU, Cable Management Bar Included	Network Rack Accessory (SCADA & Business/Security)	www.fs.com	\$119.00	\$476.00
1	Kendall Howard	1903-1-110-00	Flanged Lacing Bar (10 pack)	Network Rack Accessory	www.rackmountsolutions.net	\$108.00	\$108.00
1	Kendall Howard	1903-1-111-00	Flanged Lacing Bar 3" (10 pack)	Network Rack Accessory	www.rackmountsolutions.net	\$132.00	\$132.00
2	Nutanix	NX-1375S-G9	Hyperconverged Virtualization Stack, Software & Support (5 year),	DMZ Cluster & SCADA Cluster	https://www.nutanix.com/hpe	\$45,000.00	\$90,000.00
1	RackSolutions	1USHL-115	1U 115 Sliding Equipment Shelf 27-in Depth with Cable Management Arm	Network Rack Accessory	www.rackmountsolutions.net	\$253.09	\$253.09
2	Rackstuds.com	RSL2.2R100-S2	Rackstuds Series II 100-Pack, Red, 2.2mm	Network Rack Accessory	www.amazon.com	\$46.80	\$93.60
2	Rackstuds.com	RSL3.2P100-S2	Rackstuds Series II 100-Pack, Purple, 3.2mm	Network Rack Accessory	www.amazon.com	\$47.18	\$94.36
2	Raritan	MCD-LED17116	KVM, 17" LED-Backlit Console Drawer and Integrated KVM Switch With	KVM (SCADA & Business/Security)	www.kvm-switches-online.com	\$2,960.92	\$5,921.84
4	Raritan	MDCIM-VGA	KVM Interface, MasterConsole Digital Computer Interface Module, VGA	KVM Accessory	www.cdw.com	\$189.99	\$759.96
4	Seagate	ST8000VN004	NAS Internal Hard Drive, 8TB	NAS Server Hard Drives	www.cdw.com	\$179.99	\$719.96
1	Synology	RS822RP+	NAS, for Backup Storage	NAS Server (SCADA & DMZ)	www.cdw.com	\$1,616.99	\$1,616.99
1	Synology	E10G21-F2	NAS SFP, 10G SFP+ Module	NAS Server Accessory	www.cdw.com	\$269.99	\$269.99
1	Synology	RKS-02	NAS Rail Kit	NAS Server Accessory	www.cdw.com	\$112.99	\$112.99
1	Synology	CMA-01	NAS Cable Management Arm	NAS Server Accessory	www.cdw.com	\$82.99	\$82.99
1	TimeTools	T550-00	NTP Server with External antenna and cable; T-3740 / MT4-GPS / TCX-	NTP Server	www.timetoolsltd.com	\$2,055.00	\$2,055.00
1	TimeTools	SPP-GPS	Multi-strike maintenance-free surge suppressor for GPS Time Server	NTP Server Accessory	www.timetoolsltd.com	\$220.00	\$220.00
1	Vertiv	GXT5-20KMVRT11UXLN	Liebert 20kVA UPS Rack Mount, 120/208 Input, 120/208 Output, 11U	Network Rack UPS	www.cdw.com	\$1,420.02	\$1,420.02
1	Vertiv	GXT5-EBC288VRT4U	External Battery Kit for 20kVA GXT5 UPS	Network Rack UPS	www.cdw.com	\$1,794.99	\$1,794.99
1	Vertiv	VMBC-20KMVRT4U	Maintenance Bypass Switch, 20kVA	Network Rack Bypass Switch	www.cdw.com	\$2,704.99	\$2,704.99
1	Vertiv	SUGXT15-20U7	Vertiv Lievert Power Startup Services	UPS Startup Services	www.cdw.com	\$2,501.73	\$2,501.73
1	Western Digital	WDBWLG0240HBK-NESN	NAS External Hard Drive, 24TB	NAS Server Accessory	www.cdw.com	\$551.99	\$551.99

Software

5	AMDT	OCTOPLANT	PLC Backup Software, Plus Tier, Disaster Recovery, Change Management,	Backups for PLC	https://amdt.com/en/	\$34,800.00	\$174,000.00
4	GoDaddy	N/A	Standard SSL Certificate, 5 Year	SSL Certificates for SSL-VPN, PRA Remote Access	www.godaddy.com	\$499.95	\$1,999.80
9	Microsoft	DG7GMGF0PWHC.0003	Windows Server 2025 Standard Edition - 16 Core License	144 total cores (16 Core License Pack)	www.cdw.com	\$289.99	\$2,609.91
1	Microsoft	DG7GMGF0M80J.0002	SQL Server 2022 Standard Edition (NCE COM BAS PER	Database Server	www.cdw.com	\$972.99	\$972.99

9	Microsoft	DG7GMGF0PN5D:0002	Microsoft Office LTSC 2024	Software License	www.cdw.com	\$65.99	\$593.91
1	Paessler	PRTG1000	Network Monitor, 100 Devices, 1000 Sensors, 5 Year	Network Operational Monitoring Software	www.paessler.com/pricing	\$1,625.00	\$1,625.00
1	Schneider Electric	CEXPUCZSGPAZZ	License, EcoStruxure Control Expert, Service Pack Base, Small S, 3 User,	PLC Programming Software, For Engineering Workstation	www.advantageind.com	\$2,434.83	\$2,434.83
3	Schneider Electric	HMIEELCZLSPAZZ	License, EcoStruxure Operator Terminal Expert, Basic, Buildtime, Single, 1	HMI Programming Software, For Filter Console OIT's	www.advantageind.com	\$162.94	\$488.82
1	Veeam	V-FDNVUL-0I-SU5YP-00	Backup Software, includes Disaster Recovery, 5 Year Subscription License	Veeam Backup and DR 5 Year Support (SCADA & DMZ)	www.insight.com	\$6,785.99	\$6,785.99
1	VTSCADA	Dual Server Premium	For operations & configuration. Auto failover & sync across 2	VTSCADA Upgrade License to 10,000 Tags	www.VTscada.com	\$29,171.25	\$29,171.25
Workstations / Thin Clients							
2	APC	BX1000M	APC Back-UPS 1000, Compact Tower, 1000VA, 120V, AVR,	UPS for Filter Building Workstations	www.cdw.com	\$201.99	\$403.98
6	C2G	50182	6ft (2m) C2G Performance Series Certified Premium High	HDMI Cable	www.cdw.com	\$22.99	\$137.94
6	C2G	50184	10ft (3m) C2G Performance Series Certified Premium High	HDMI Cable	www.cdw.com	\$27.99	\$167.94
7	Dell	7020 Plus	OptiPlex 7020 MFF Plus, i7, 32GB, 512GB, KB+Mouse, No	Workstation, Operations/Engineering	www.cdw.com	\$1,195.99	\$8,371.93
13	Dell	P2425H	Desktop Monitor, 24-in	Monitors for Workstations, RM workstation	www.dell.com	\$199.99	\$2,599.87
1	Dell	5450	Latitude 5450 Laptop, i7, 32GB, 512GB, No	Mobile Workstation, Operations/Engineering	www.cdw.com	\$1,988.99	\$1,988.99
1	HP	22618F	HP LaserJet Pro MFP 4101FDN Printer	Printer	www.cdw.com	\$499.00	\$499.00
1	HP	W1480A	HP Black Original LaserJet Toner Cartridge	Printer Toner	www.cdw.com	\$133.99	\$133.99
1	Logitech	MK200	Full-sized Keyboard and Mouse Combo, wired	Keyboard & Mouse For Large Panel Displays, For RM Eng. Workstation	www.cdw.com	\$20.99	\$20.99
5	Startech	DP2HD4KS	DisplayPort to HDMI Adapter - 4K 30Hz Active DisplayPort to	DP to HDMI Adapter	www.cdw.com	\$32.99	\$164.95
2	Tripp Lite	B127E-1A1-HH	Tripp Lite series HDMI over Cat6 Extender Kit with Power	HDMI Extender, For RM Eng. Workstation	www.cdw.com	\$468.99	\$937.98
2	Tripp Lite	B203-104-POC	Tripp Lite series 4-Port USB over Cat5/Cat6 Extender Kit with	USB Extender, For Eng. Workstation	www.amazon.com	\$126.59	\$253.18
Video Wall Equipment							
4	C2G	50182	6ft (1.8m) C2G Performance Series Certified Premium High	HDMI Cable, For Large Panel Displays	www.cdw.com	\$22.99	\$91.96
4	C2G	54422	10ft (3m) Mini DisplayPort™ Male to HDMI™ Male Adapter	mDP to HDMI Cable	www.cdw.com	\$33.99	\$135.96
1	Logitech	MK200	Full-sized Keyboard and Mouse Combo, wired	Keyboard & Mouse For Large Panel Displays	www.cdw.com	\$20.99	\$20.99
4	Sunbrite	SB-P2-49-4K-BL	Video Wall Monitor, 49", 4K, HDR, 1000 nit Brightness	Large Panel Display	www.sunbritev.com	\$5,418.95	\$21,675.80
4	Sunbrite	SB-VM-ART2-L-BL	Video Wall Monitor Bracket, Full Motion	Large Panel Display Accessory	www.sunbritev.com	\$454.95	\$1,819.80
8	Tripp Lite	B127E-1A1-HH	Tripp Lite series HDMI over Cat6 Extender Kit with Power	HDMI Extender, For Large Panel Displays	www.cdw.com	\$468.99	\$3,751.92
4	Tripp Lite	B203-104-POC	Tripp Lite series 4-Port USB over Cat5/Cat6 Extender Kit with	USB Extender, For Large Panel Displays	www.amazon.com	\$126.59	\$506.36
Cables and Other							
1	Brady	M410-PWID	M410 Handheld Label Printer with Product and Wire ID	Label Printer Kit	www.bradyid.com	\$479.99	\$479.99
5	Brady	M4C-500-422	Aggressive Adhesive Multi-Purpose Polyester Labels with	Extra Label Tape (Thin)	www.bradyid.com	\$39.89	\$199.45
5	Brady	M4C-1000-422	Aggressive Adhesive Multi-Purpose Polyester Labels with	Extra Label Tape (Thick)	www.bradyid.com	\$62.99	\$314.95
5	Brady	M4-141-499	Aggressive Adhesive Multi-Purpose Nylon Flag Labels with	Extra Labels (Flag Type 1)	www.bradyid.com	\$39.09	\$195.45
5	Brady	M4-1-425-FP	P-Flag Matte Polypropylene Labels for M4 M5 Printers - 1.18"	Extra Labels (Flag Type 2)	www.bradyid.com	\$33.59	\$167.95
10	C2G	3148	6ft (1.8m) 18 AWG Monitor Power Adapter Cord (IEC320C14	Power Cable	www.cdw.com	\$8.99	\$89.90
10	FS.com	SMLCDX (40192)	2m (7ft) Fiber Patch Cable, LC UPC to LC UPC, Duplex, 2	Fiber Patch Cable	www.fs.com	\$5.90	\$59.00
10	FS.com	SMLCDX (40193)	3m (10ft) Fiber Patch Cable, LC UPC to LC UPC, Duplex, 2	Fiber Patch Cable	www.fs.com	\$6.10	\$61.00
10	FS.com	C6AUTPSGSPVC (151365)	3ft (0.9m) Cat6a 28AWG Snagless Unshielded (UTP) PVC	Copper Patch Cable	www.fs.com	\$3.80	\$38.00
10	FS.com	C6AUTPSGSPVC (151369)	10ft (3m) Cat6a 28AWG Snagless Unshielded (UTP) PVC	Copper Patch Cable	www.fs.com	\$6.00	\$60.00
10	FS.com	C6AUTPSGSPVC (151370)	16ft (4.9m) Cat6a 28AWG Snagless Unshielded (UTP) PVC	Copper Patch Cable	www.fs.com	\$7.80	\$78.00
20	FS.com	C6AUTPSGSPVC (151364)	6in (0.15m) Cat6a 28AWG Snagless Unshielded (UTP) PVC	Copper Patch Cable	www.fs.com	\$2.60	\$52.00
4	FS.com	QSFP-40G-PC01 (245911)	1m (3ft) Fortinet SP-CABLE-FS-QSFP+1 Compatible 40G	Copper Patch Cable	www.fs.com	\$35.00	\$140.00
4	FS.com	SFP-10G-PC01 (194866)	1m (3ft) Fortinet Compatible 10G SFP+ Passive Direct Attach	Copper Patch Cable	www.fs.com	\$14.00	\$56.00
4	FS.com	SFP-10G-PC03 (194870)	3m (10ft) Fortinet Compatible 10G SFP+ Passive Direct	Copper Patch Cable	www.fs.com	\$20.00	\$80.00
4	FS.com	SFP-10G-PC04 (194871)	4m (13ft) Fortinet Compatible 10G SFP+ Passive Direct	Copper Patch Cable	www.fs.com	\$25.00	\$100.00
10	FS.com	SFP-10G-PC05 (194872)	5m (16ft) Fortinet Compatible 10G SFP+ Passive Direct	Copper Patch Cable	www.fs.com	\$25.00	\$250.00
24	FS.com	PC14C13-15A (36017)	6ft (1.8m) IEC60320 C14 to IEC60320 C13 14AWG	Power Cable	www.fs.com	\$12.00	\$288.00
4	Velcro	VEL-30100-AMS	Reusable Fastening Cable Straps with Buckle Variety Sizes 8"	Cable Bundle Straps	www.amazon.com	\$11.38	\$45.52
1	Velcro	VEL-30765-AMS	Cut to Fit Reusable Cable Strap, 1/2" x 30'	Cable Bundle Strap	www.amazon.com	\$9.50	\$9.50
20	FS.com	SFP-GE-T (194298)	SFP Module, 1GE SFP RJ45 for SFP and SFP/SFP+ slots	Network Equipment Interface	www.fs.com	\$35.00	\$700.00
20	FS.com	SFP1G-LX-31 (248881)	SFP Module, 1000BASE-LX/LH SFP 1310nm 10km DOM	Network Equipment Interface	www.fs.com	\$10.00	\$200.00
Subtotal							\$700,311.98
Estimated Shipping						3.00%	\$21,009.36
Subtotal with Shipping							\$721,321.34
Contingency for Final Design and material escalation						10.00%	\$72,132.13
Subtotal with Shipping and Contingency							\$793,453.47
Administrative & Overhead						15.00%	\$119,018.02
Total for Hardware and Software Purchase							\$912,471.49

AGREEMENT
for

OPERATIONS, MAINTENANCE and
MANAGEMENT SERVICES for the

**UPPER OCONEE BASIN
WATER AUTHORITY**

AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____ 2026, (“Contract Date”) by and between Upper Oconee Basin Water Authority, whose address for any formal notice is Northeast Georgia Regional Commission, 305 Research Drive, Athens GA 30605 (“Authority”) and Operations Management International, Inc., whose address for any formal notice is 7001 E Belleview, Suite 1000, Denver CO 80237 (“Contractor”), collectively referred to as the “Parties”.

STATEMENT OF PURPOSE

WHEREAS, the Authority owns certain facilities and systems which are further described in **Appendix C**; and

WHEREAS, Authority desires to employ Contractor to perform certain operation and maintenance services as further described in **Appendix A** under the terms and conditions set forth in this Agreement.

NOW THEREFORE, Authority and Contractor agree as follows:

1. DEFINITIONS

- 1.1 "Agreement" - This Agreement between the Contractor and the Authority for utility services, including the provision of operations, maintenance, and management services for the Bear Creek Water System, which includes the Facilities as set forth herein.
- 1.2 “Applicable Law” means as of the Contract Date (1) any federal, state or local law, code, regulation, consent order or agreement; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such regulatory body and generally applicable; and (4) any Permit directly related to the scope of services of this Agreement.
- 1.3 "Athens-Clarke County, Georgia" - A political subdivision of the State of Georgia, consisting of the unified governments of the City of Athens and Clarke County, acting by and through its duly elected officers.
- 1.4 “Authority” - Upper Oconee Basin Water Authority, a political subdivision and a public body corporate and political and a public corporation of the State of Georgia, created by the provisions of GA. L. 1994, Page 5123, et seq. for the declared purpose of acquiring and developing adequate sources of water supply for the member counties of Athens-Clarke County, Barrow County, Jackson County, and Oconee County, among other things.
- 1.5 "Average Daily Flow -Treated Water" - the output of Treated Water produced by the Bear Creek Water Treatment Plant, calculated as an average of the measured daily

flows for the calendar month immediately preceding the monthly invoice submitted by the Contractor.

- 1.6 "Average Daily Flow - Reservoir Withdrawal" - the output of Raw Water produced from the Bear Creek Reservoir, calculated as an average of the measured daily flows for the calendar month immediately preceding the monthly invoice submitted by the Contractor.
- 1.7 "Average Daily Flow - River Withdrawal" - the output of Raw Water pumped from the Middle Oconee River to the Bear Creek Reservoir, calculated as an average of the measured daily flows for the calendar month immediately preceding the monthly invoice submitted by the Contractor.
- 1.8 "Barrow County, Georgia" - A political subdivision of the State of Georgia, acting by and through its duly elected and qualified Board of Commissioners.
- 1.9 "Base Fee" means the compensation paid by the Authority to Contractor for the base services defined in **Appendix A** of this Agreement for any Contract Year of the Agreement.
- 1.10 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary to meet Applicable Law. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- 1.11 "Capital Expenditures" means any expenditures for (i) Major Repairs, which shall mean repairs that cost more than Ten Thousand Dollars (\$10,000.00); or (ii) expenditures that are planned, non-routine, and budgeted by the Authority. Non-major repairs are not Capital Expenditures. The Authority is responsible for payment of Capital Expenditures, unless otherwise agreed to by the Parties.
- 1.12 "Capital Improvement" - A change to the Facilities that changes the performance of the Facilities or significantly extends the life of a system or component of the Facilities.
- 1.13 "Contract Administrator" - The individual designated by the Authority to administer this Agreement on behalf of the Authority.
- 1.14 "Change in Scope" means Contractor undertaking or becoming responsible for certain events or services beyond those set forth in the Scope of Services set forth in **Appendix A**, including without limitation certain occurrences specifically identified herein as constituting a Change in Scope
- 1.15 "Commencement Date" means the date services will begin for the Authority under this Agreement as defined in Section 2.1.

- 1.16 “Contract Year” means any period during the Term of this Agreement commencing on the Commencement Date or any anniversary thereof and concluding twelve (12) months thereafter.
- 1.17 "EPD" - The Georgia Environmental Protection Division of the Georgia Department of Natural Resources.
- 1.18 "Facilities" – refers collectively to the Raw Water Facilities and the Water Treatment Plant, and Transmission Facilities, and all grounds, property, infrastructure, equipment and vehicles of the Authority appurtenant thereto or used in connection therewith.
- 1.19 “Initial Term” means the first one year term of the Agreement as defined in Section 2.1.
- 1.20 "Jackson County, Georgia" - A political subdivision of the State of Georgia, acting by and through its duly elected and qualified Board of Commissioners.
- 1.21 “Key Project Personnel” - Contractor considers the following staff members to be Key positions under this Agreement: Project Manager, Lead Operator.
- 1.22 "Maintain" – When used in reference to the Facilities, shall mean to support, maintain, and sustain the Facilities in an operable, organized condition; so as to meet the then current EPD permit requirements and to meet the water supply needs of the Authority while not allowing the Facilities to fail or decline in condition, while complying with all applicable rules and regulations.
- 1.23 "Oconee County, Georgia" - A political subdivision of the State of Georgia, acting by and through its duly elected and qualified Board of Commissioners.
- 1.24 “Permit” means any of the permits issued to the Authority for the operation of the Facilities. This includes without limitation the NPDES Permit Nos. CS1570121, State Permit Nos. GAG640000 and 078-0304-06 Water Supply Permits, or any permits required for the operation of the potable water system, as referenced in **Appendix F** hereto.
- 1.25 “Preventative Maintenance” means routine and/or repetitive activities required or recommended by the equipment or Facility manufacturer or Contractor to maximize the service life of the Facilities or of equipment, vehicles or other property of the Authority that is the responsibility of the Contractor under the scope of this Agreement.
- 1.26 Reserved.
- 1.27 "Raw Water Facilities" - The Bear Creek Reservoir, dam, spillway structures, watershed area, mitigated wetlands, Middle Oconee River Raw Water Pumping Station, Reservoir Pumping Station, raw water pipelines, and all other physical structures or equipment related to the handling, storage, or distribution of raw water under the Authority's control, including all appurtenances and equipment ancillary thereto.

- 1.28 "Renewal Term" means each additional one year term of this Agreement beyond the Initial Term of the Agreement as defined in Section 2.1.
- 1.29 "Repair and Replacement" - Any repair and replacement of existing equipment or structures or any component of the Facilities required to maintain the existing performance of the Facilities.
- 1.30 "Renewal and Replacement Allowance" - Means the amount budgeted for Preventative Maintenance, and total Repair and Replacement expenditures. Such expenditures exclude any labor costs for the Contractor's staff assigned to the Facilities. However, the amount does include expenditures for specialized predictive maintenance and non-routine maintenance labor or services such as, but not limited to, vibration, thermographic, electrical analysis, and instrumentation renewal, replacement, and repair. The Contractor will provide proper documentation for these expenditures.
- 1.31 "Term" means the Initial Term and all subsequent Renewal Terms.
- 1.32 "Transition Period" - The period of time prior to the effective date of termination of the Agreement during which the responsibility for daily operation of the Facilities is shifted from the Contractor to the Authority or the Authority's designee or agent.
- 1.33 "Unforeseen Circumstance" means any event or condition that has an effect on the rights or obligations of the Parties under this Agreement or the Facilities and is beyond the reasonable control of a party, which constitutes a justification for a delay in or non-performance of an action required by this Agreement. Unforeseen Circumstances include, but are not limited to:
- 1.33.1 an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event;
 - 1.33.2 any material change in Applicable Law after the Contract Date;
 - 1.33.3 labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes or work slowdowns or stoppages by employees of Contractor;
 - 1.33.4 loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Facilities;
 - 1.33.5 untreated influent or raw water beyond the capability of the applicable Facilities to treat;
 - 1.33.6 insufficient volume of raw water to satisfy production demands;

1.33.7 for Contractor, Authority's breach of this Agreement; or

1.33.8 for the Authority, Contractor's breach of this Agreement

- 1.34 "Water Treatment and Transmission Facilities" - The Bear Creek Water Treatment Plant, a 36-inch diameter treated water pipeline approximately 3650 feet long located along the relocated Savage Road and terminating near Georgia Highway 330, a 36-inch diameter treated water pipeline approximately 16,400 feet long from the Bear Creek Water Treatment Plant to a point at the intersection of Bogart Jefferson Road and Glenn Jackson Road, a 24-inch diameter treated water pipeline approximately 2,400 feet long from the Bear Creek Water Treatment Plant to a point on Bogart Jefferson Road at the Oconee County Boundary Line, and all other physical structures or equipment related to the handling or storage of treated water, treatment of water, or distribution of treated water under the Authority's control.

2. TERM

- 2.1 The Agreement will be an annual agreement, automatically renewed for up to five (5) years, if notice of non-renewal by either Party is not provided at least one hundred and twenty (120) days prior to the end of each annual term. The term may be extended for a mutually agreeable additional period beyond said five (5) year period, which extension shall be in writing and mutually agreed to by the parties hereto. The effective date for this Agreement shall be January 1, 2027.
- 2.2 Either Party may terminate this Agreement for a material breach of this Agreement by the other Party if the other Party fails to correct the breach within thirty (30) calendar days after receiving written notice of the breach. In the event of a breach by Authority for non-payment of Contractor's invoices, Contractor may terminate this Agreement if Authority fails to make outstanding payments on non-contested amounts within ten (10) calendar days after receiving written notice of the breach.
- 2.3 Either Party may terminate this Agreement for convenience with written notice of termination provided to the other Party no less than one hundred and twenty (120) calendar days in advance of effective termination date. If the Authority for its convenience elects to terminate this Agreement, at any time during the period of this Agreement, the Contractor shall be compensated with an early termination and demobilization fee equal to forty-five (45) days of on-site staff salaries plus applicable multipliers.
- 2.4 Upon notice of termination or non-renewal by either Party, Contractor, shall assist Authority or its designee in assuming operation of the Facilities. If Contractor incurs additional cost at the request of the Authority, Authority shall pay Contractor for the total cost incurred within fifteen (15) calendar days of invoice receipt.
- 2.5 Upon termination or non-renewal of this Agreement, Contractor shall return the Facilities to Authority in the same condition as it was upon the Commencement Date of this Agreement, excluding ordinary wear and tear. Equipment and other personal property purchased by Contractor for use in the routine operation or maintenance

practices of the Facilities and billed to the Facilities will become the property of the Authority upon termination of this Agreement. However, any equipment or personal property purchased by Contractor and not billed to the Facilities or Authority will be the property of Contractor and removed from the Facilities by Contractor at the termination of this Agreement. Contractor shall provide reasonable cooperation in the transfer of the services provided hereunder to the Authority or its designee.

3. SERVICES AND STANDARD OF PERFORMANCE

- 3.1 Contractor shall perform the services set forth in **Appendix A** for the Facilities delineated in **Appendix C**, within the design capacity and capability of these Facilities as further described in **Appendix B**.
- 3.2 Contractor shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

4. AUTHORITY RESPONSIBILITIES

- 4.1 The Authority shall continue to own all Facilities, shall finance all capital improvements deemed necessary by the Authority, shall receive and act upon invoices submitted by the Contractor, and shall participate in meetings with the Contractor over the Term of this Agreement. However, the Authority reserves the right to contract any of its rights and responsibilities to any other party, including the Contractor.
- 4.2 The Authority shall have the right to conduct a periodic audit of the Facilities and of the services provided by Contractor hereunder and financial matters pertaining thereto, which may be performed by an independent contractor chosen by the Authority. The Authority shall also reserve the right to commission or conduct non-periodic inspections of all Facilities. The Authority reserves the right to commission or conduct an independent review of any process modifications or capital improvements proposed by the Contractor. If audit or inspection reveals that the Contractor is not in compliance with all obligations under this Agreement, the Contractor shall be given a written notice of noncompliance by the Authority, and shall be given a reasonable period of time by the Authority, not to exceed thirty (30) days, in which to correct the noncompliance. Failure of Contractor to timely correct such noncompliance shall constitute a breach of this Agreement.
- 4.3 The Authority shall pay for all Capital Expenditures necessary to maintain operational continuity and compliance with Applicable Law. Any loss, damage or injury resulting from Authority's failure to provide Capital Expenditures shall be the sole responsibility of Authority.
- 4.4 Authority shall pay for Repairs necessary to maintain operational continuity or compliance with Applicable Law.
- 4.5 Authority shall provide and pay for all costs associated with the Facilities, except for Contractor's direct personnel and associated costs as further defined in **Appendix D**.

- 4.6 The Authority shall maintain and renew, with respect to all existing portions of the Facilities, warranties, guarantees, easements, permits, authorizations and licenses granted to the Authority, to the extent such maintenance or renewal is not a responsibility of Contractor under this Agreement. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or subsequently acquired by Authority will remain the exclusive property of Authority unless specifically agreed upon in writing by the Parties.
- 4.7 The Authority shall pay all amounts associated with the operation of the Facilities and the performance of the obligations as listed in **Appendix A** including, but not limited to, all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes imposed upon the Facilities, if any. Taxes imposed upon Contractor's net income and payroll taxes for Contractor employees are not included in this obligation.
- 4.8 The Authority shall provide Contractor within a reasonable time after request, any piece of Authority's heavy equipment that is available so that Contractor may discharge its obligations under this Agreement in the most cost-effective manner. In emergency situations, Authority will use its best efforts to provide the requested equipment within one (1) hour of the request.
- 4.9 When applicable, the Authority shall provide all registrations, licenses and insurance for Authority's vehicles and heavy equipment used in connection with the Facilities.
- 4.10 The Authority shall provide Contractor use of all vehicles and equipment currently in use at the Facilities, including the vehicles described in **Appendix E**. Vehicles and equipment will be in road safe condition. Authority will be responsible for the cost of operation, maintenance, insurance, registration and fuel for vehicles and equipment, unless otherwise agreed to between the Parties. Authority shall retain title and ownership of the vehicles and equipment provided. Use of the vehicles and equipment by Contractor will be limited to duties within the course and scope of this Agreement, unless otherwise agreed to in writing by the Parties. The Parties may supplement this Agreement to provide for an agreed schedule of replacement of the vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate. Contractor shall be responsible for reviewing and verifying the driver's licenses and driving records of any Contractor personnel operating Authority owned or leased vehicles.
- 4.11 The Authority agrees to not solicit, offer employment or other compensation to all Key Project personnel of Contractor directly working on this Project, for a period of two (2) years after the earlier of: (1) the last day of the Term or (1) the date that such Key Project personnel are reassigned from work for the Authority. If Authority hires Key Project personnel in violation of this Section, Authority shall pay Contractor a finder's fee equal to the employee's annual salary when last employed by Contractor.
- 4.12 Authority shall provide to Contractor all data in Authority's possession relating to the Facilities, including, but not limited to, operations and maintenance manuals, warranties or any other data necessary to operate, manage and maintain the Facilities.

Contractor may reasonably rely upon the accuracy and completeness of the information provided by the Authority.

5. COMPENSATION AND PAYMENT

Compensation and Payment is set forth in **Appendix D**.

6. INDEMNITY AND LIABILITY

- 6.1 Contractor hereby agrees to indemnify, defend, and hold Authority harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from Contractor's negligence, gross negligence, or intentional misconduct, or that of its employees or subcontractors, in connection with operations under this Agreement, to the proportionate extent such negligence, gross negligence, or intentional misconduct contributed to the damages, injury, or loss. In addition, Contractor shall indemnify, defend, and hold harmless the Authority from any such liability arising from the negligence, gross negligence, or intentional misconduct of any affiliated entity of Contractor which was under contract to provide operations, maintenance, or management services at the Facilities prior to the commencement of the Term.
- 6.2 Authority, to the fullest extent allowable by law, agrees to indemnify, defend, and hold Contractor harmless from any claim, liability or damages for property damage or bodily injury arising from Authority's negligence, gross negligence or willful misconduct or that of its employees or its subcontractors, in connection with operations under this Agreement, to the proportionate extent such negligence, gross negligence, or intentional misconduct contributed to the damages, injury, or loss.
- 6.3 Contractor's aggregate liability under this Agreement with respect to damages to Authority for any cause or combination of causes, whether based upon contract, tort, strict liability, negligence or otherwise, and arising out of the performance or unexcused nonperformance of the Scope of Services as a consequence of a claim or suit initiated by the Authority shall not exceed Five Million Dollars (\$5,000,000).
- 6.4 Contractor's responsibility is to operate the Facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of Contractor's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations. It is not part of Contractor's scope to comply with new regulations that contain permit limits or Maximum Contaminant Levels that are beyond the capability of the Authority's facilities

7. HAZARDOUS SUBSTANCES

- 7.1 If Contractor suspects hazardous substances other than asbestos on the facilities where Contractor performs services, the Parties may agree for Contractor to conduct tests to determine the extent of the hazardous condition and recommend necessary remedial measures. Contractor will perform these services under a separate agreement negotiated by the Parties and for an additional fee.

- 7.2 Contractor assumes no risk and/or liability for any hazardous waste or conditions attributable to any party other than Contractor.
- 7.3 In the event that Authority requests Contractor, in the performance of the services set forth herein, to execute Hazardous Waste Manifests on its behalf, Authority must execute a Letter of Authorization, the form of which will be agreed upon by both Parties, delegating such authority to Contractor prior to Contractor undertaking this duty.
- 7.4 The Parties agree that in the performance of services by Contractor under this Agreement, Authority is requesting Contractor to undertake inherently unsafe obligations for Authority's benefit involving the presence or potential presence of hazardous substances. Therefore, to the extent allowed by law, Authority agrees to hold harmless, indemnify, and defend Contractor from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, unless such liability arises out of the negligence or willful misconduct of Contractor or its employees or its subcontractors in the performance of services under this Agreement. Authority is the owner and generator of any waste, residuals, or byproduct generated at the Facilities during the Term hereof.

8. FINES AND CIVIL PENALTIES

- 8.1 Contractor will be liable for fines or civil penalties imposed against it by a regulatory or enforcement agency as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, rule or regulation or ordinance for reasons resulting from Contractor's breach, negligence or willful misconduct. Contractor shall be responsible for the cost to contest any such fines or penalties.
- 8.2 Contractor will not be liable for fines or civil penalties that result from violations (i) that occurred prior to the Commencement Date of this Agreement, except for violations occurring during the tenure of any affiliated entity of Contractor as operator of the Facilities; (ii) for the effects of prior violations, except for violations occurring during the tenure of any affiliated entity of Contractor as operator of the Facilities, that have contributed to the assessment of any fine or civil penalty caused by Contractor's negligent operations; (iii) penalties that result from inadequate infrastructure or investment in the technology necessary to comply with permit requirements and/or changes in applicable regulations or (iv) are otherwise directly related to the ownership of the Facilities. Contractor and Authority are currently parties to the Utility Service Contract dated September 26, 2012 (the "Prior Agreement"). Upon commencement of this Agreement, Contractor is assuming certain obligations to Authority for potential liabilities which may arise under the Prior Agreement. In exchange for such assumption, upon commencement of this Agreement, and notwithstanding anything contained in the Prior Agreement, including any survival rights set forth therein, Authority waives all rights conferred to it under the Prior Agreement.

9. INSURANCE

- 9.1 Contractor shall provide the following insurance policies throughout the term of the Agreement, and shall provide to Authority an ACORD-form Certificate of Insurance (COI) demonstrating compliance with this provision:
- 9.1.1 Worker's Compensation providing statutory coverage, along with a waiver of subrogation, and Employer's Liability Insurance providing limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease-each employee, and One Million Dollars (\$1,000,000) disease-policy limit.
 - 9.1.2 Business Automobile Insurance providing One Million Dollars (\$1,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of Contractor owned or leased motor vehicles, and motor vehicles owned or leased by the Authority and used by Contractor, including onsite and offsite operations.
 - 9.1.3 Commercial General Liability Insurance providing limits of Five Million Dollars (\$5,000,000) per occurrence and aggregate, covering claims for injuries to members of the public or damages to property of others, to include without limitation property of the Authority, arising out of any covered act or omission of Contractor or any of its employees or subcontractors for whom Contractor is legally liable.
 - 9.1.4 Pollution Liability: Five Million Dollars (\$5,000,000) per occurrence and aggregate.
 - 9.1.5 Excess Liability/Commercial Umbrella Liability: One Million Dollars (\$1,000,000) per occurrence and annual aggregate.
- 9.2 Contractor shall name Authority and Authority's directors, officers, employees, member counties, and representatives as additional insureds in Contractor's commercial general liability and automobile liability policies.
- 9.3 Contractor's commercial general liability, automobile liability, employer's liability policies will be primary and non-contributory to any other coverage available to Authority.
- 9.4 Contractor's policy will provide at least thirty (30) days written notice to Authority prior to any cancellation, non-renewal or material change in coverage contemplated in Section 9 (except ten (10) days' notice for non-payment of premium).
- 9.5 Authority shall maintain the following insurance policies throughout the term of the Agreement, and shall provide Contractor with a COI to demonstrate compliance with this provision:

- 9.5.1 “All Risk” Property Insurance covering all property on a replacement cost basis and including Authority -supplied vehicles and equipment for the full fair market value of such property.
 - 9.5.2 Liability Insurance covering all motor vehicles and equipment provided by Authority and operated by Contractor under this Agreement.
- 9.6 Certificates of Insurance (“COI”).
 - 9.6.1 The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, additional insureds and other information sufficient to demonstrate conformance with Section 9 and its subsections. Certificates of insurance will reference the project name as identified on the first page of this Agreement.
 - 9.6.2 In the event the COI provided indicates that any required insurance will expire during the Term of this Agreement, the party shall furnish, on or before the expiration date, a renewed COI as proof that equal and like coverage for the balance of the Term of the Agreement and that any extension thereafter has been procured and in effect.
 - 9.6.3 In the event a COI evidencing renewed insurance coverage is not available prior to the renewal date of such insurance coverage, the Party procuring the renewed insurance coverage shall procure a COI reflecting the renewed coverage and provide the same to the other Party immediately upon receipt, and no later than fifteen (15) days after the effective date of such renewal.
- 9.7 The insurance carriers providing coverage required of Contractor hereunder and the deductibles applicable thereto shall be subject to the approval of the Authority. Failure by the Authority to approve Contractor’s existing corporate insurance program, including but not limited to specific carriers and self-insured retention thresholds, may result in additional fees being charged to the Authority for having to obtain project specific insurance.

10. LABOR DISPUTES

In the event activities by Authority’s employee groups or unions, if any, causes disruption in Contractor’s ability to perform its obligations under this Agreement, Authority, with Contractor’s assistance, or Contractor at its own option, may seek appropriate injunctive court orders during any such disruption. Contractor shall operate the facilities on a best-efforts basis until any such disruptions cease, but Contractor will not be obligated to assure compliance with all contract conditions.

11. UNFORESEEN CIRCUMSTANCES

11.1 Neither party will be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to an Unforeseen Circumstance. The party invoking this clause shall, within ten (10) business days after the occurrence of the Unforeseen Circumstance: (1) notify the other party immediately by verbal communication and in writing of the nature and extent of the Unforeseen Circumstance and (2) take reasonable measures to mitigate any impact of such Unforeseen Circumstance.

11.2 In the case of an Unforeseen Circumstance, Authority agrees to pay any costs (including without limitation all overtime charges and additional equipment charges) reasonably incurred by Contractor resulting from the Unforeseen Circumstance.

12. ACCESS TO FACILITIES AND PROPERTIES

12.1 Authority will make the Facilities accessible to Contractor as required for Contractor's performance of its services and will secure access to any other Authority property necessary for performance of Contractor's services.

12.2 Contractor will provide 24-hour per day access to the Facilities for Authority's personnel and duly-named representatives. Authority's employees or named representatives, designated by Authority's Representative, may visit the Facilities at any time. Contractor will provide Authority keys for the Facilities. All visitors to the Facilities shall comply with Contractor's operating and safety procedures.

13. CHANGES

13.1 Authority and Contractor, from time to time, may make changes to this Agreement or to any of the services performed under this Agreement. The Parties must mutually agree upon all changes. Changes must be in writing in the form of a change order, modification or amendment to the Agreement executed by both Parties.

13.2 Authority and Contractor may agree to a Change in Scope of operation and management services performed under the terms of this Agreement. The Parties must mutually agree upon such a Change in Scope of services. A Change in Scope must be agreed to in writing and will be priced and billed according to **Appendix D** as a separate line item on the monthly invoice. Contractor may use a properly licensed affiliate to deliver such out-of-scope services.

13.3 The Authority shall be responsible for the fees for additional engineering services requested by the Authority or proposed by the Contractor and accepted by the Authority.

13.4 In the event of scope of a Change in Scope, Contractor will be entitled to additional compensation if the Change in Scope results in additional costs to Contractor for providing such services. The Parties agree that the occurrence of one or more of the following events will constitute a Change in Scope:

- 13.4.1 Any long-term change in Facilities operations, personnel qualifications, required certification, staffing or other cost that is a result of an Unforeseen Circumstance.
- 13.4.2 Any material change in Facilities operations, personnel qualifications, required certification, staffing or other cost that is a result of a Change in Applicable Law.
- 13.4.3 Increases of ten percent (10%) or more in the Water Treatment Plant average daily production, as set forth in **Appendix B**, as demonstrated by a twelve (12) month rolling average compared to the twelve (12) month period ending on the previous Contract Renewal Date. The Parties must mutually agree upon any additional compensation due to Contractor for the Changes in Scope.
- 13.4.4 A material increase in Authority's service area or a material change to facilities defined in **Appendix C**.
- 13.4.5 Support services provided by Contractor for Authority's capital projects.
- 13.4.6 Parties must mutually agree upon any additional compensation for the Changes in Scope.

14. WARRANTIES

- 14.1 To the best of its knowledge, Contractor warrants that all materials and equipment furnished under this Agreement will be new, unless otherwise approved by the Authority, of good quality and free from defective workmanship and materials. Contractor warrants that all services will be provided in a workmanlike manner consistent with the level of quality typically provided for such services, in the Contractor's industry.
- 14.2 Contractor shall pass through to Authority the warranty provided by the manufacturer for all products, equipment, systems or materials incorporated or used in connection with the Facilities.
- 14.3 All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.

15. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than Authority and Contractor and has no third-party beneficiaries, except or unless otherwise provided herein.

16. JURISDICTION

This Agreement will be governed by and interpreted in accordance with the laws of the State of Georgia, not including Georgia choice-of-law provisions.

17. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby.

18. AUTHORITY

Both Parties represent and warrant to the other party that the execution, delivery and performance of this Agreement have been duly authorized by the responsible parties thereof. Both Parties warrant that all required approvals have been obtained and the executing party in Section 27 has authority to bind the party.

19. NOTICE

Whenever Either Party desires to give notice to the other, to be effective notices must be in writing, sent by certified United States mail with return receipt requested, hand delivered or by national commercial express delivery service, to the addresses listed in introductory paragraph of this Agreement. Notice will be deemed given upon receipt or refusal by the recipient.

20. NO WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor will the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver will not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

21. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms of conditions are completed, and will be fully enforceable by either party.

22. ASSIGNMENT

Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the prior written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement is binding on and inures to the benefit of the parties and their respective permitted successors, and assigns.

23. NO CONFLICT OF INTEREST FOR FUTURE WORK

The services performed by Contractor under this Agreement do not preclude Contractor from proposing on or for providing services to Authority in the future. Information and knowledge gained by Contractor in providing the Services under this Agreement will not constitute a conflict of interest in proposing on or providing any additional services for the Authority.

24. CONFIDENTIALITY AND NON-DISCLOSURE

24.1 Mutual Non-Disclosure. Contractor and Authority agree that for information identified as proprietary or confidential by either party, the receiving party will treat the information in strictest confidence and will not disclose it to third parties without the prior written consent of the disclosing party, except as otherwise provided by law. Notwithstanding the foregoing, non-disclosure shall not be required for proprietary or confidential information which is:

- 24.1.1 part of the public domain when received by the receiving party or became a part of the public domain through no action or lack of action by the receiving Party;
- 24.1.2 already in the receiving party's possession prior to receipt from the disclosing party and is not subject to an obligation of confidence imposed in another relationship of the receiving party;
- 24.1.3 obtained by the receiving Party from a third party who is lawfully in possession of the information and is not subject to a contractual relationship regarding such information with the disclosing party.
- 24.1.4 required by law to be disclosed or where disclosure of the information is necessary for the Authority or the Facilities to remain in compliance with any Permit, rule, regulation or applicable law.

25. DISPUTE RESOLUTION

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. Exclusive venue for litigation arising hereunder shall be in such courts of the State of Georgia as is prescribed by law.

26. CAPTIONS AND HEADINGS

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

27. ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and its Appendices replace any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the Parties.

The following Appendices are hereby made a part of this Agreement:

Appendix A Scope of Services

Appendix B Capacity and Characteristics

Appendix C Location of Facilities

Appendix D Compensation and Payment

Appendix E Vehicles and Equipment

Appendix F Permits

Appendix G UOBWA Purchasing Policy

Appendix H Supplemental Terms

IN WITNESSETH WHEREOF, the Parties execute below:

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

Signature: _____

Name: _____

Title: _____

Date: _____

**UPPER OCONEE BASIN WATER
AUTHORITY**

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX A - SCOPE OF SERVICE

Contractor shall perform the following services for the benefit of the Authority:

A.1 GENERAL

A.1.1 Staff

- A.1.1.01 Staff the Facilities in accordance with EPD requirements and with a minimum of twelve (12) full time employees (FTE) who possess the managerial, administrative, technical skills and state certification to perform the services specified in this Agreement.
- A.1.1.02 Staff the Facilities with a minimum of two (2) FTE for shift operations providing coverage twenty-four hours per day, 365 days per year; plus (4) FTE to provide project management, oversight and maintenance activities. The Authority may approve additional staff exceeding the minimum requirement on a case-by-case basis.
- A.1.1.03 Contractor shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. Contractor shall designate a minimum of one (1) staff member as standby to respond to alarms and emergency calls.
- A.1.1.04 Place at each of the permanently staffed Facilities a copy of Contractor's corporate safety program and provide all employees training specific to this Program within forty-five (45) days from the effective date of this Agreement. Authority will pay the cost of any capital improvement required at the Facilities to bring the facilities within OSHA compliance.
- A.1.1.05 Provide and document job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, regulatory compliance, laboratory, and energy management. Where the law or regulation requires employees to hold current licenses, certificates or authority to perform the work required of their respective positions, Contractor shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.
- A.1.1.06 Comply with all applicable and operative State and Federal requirements regarding affirmative action and provisions for minority hiring.
- A.1.1.07 Procure materials, equipment, chemicals, utilities, and other consumables on behalf of the Authority in accordance with the UOBWA Purchasing Policy referenced in **Appendix G**.

- A.1.1.08 Provide regional administrative and technical support services to ensure efficient operation and maintenance of the Facilities, and operation and maintenance of the computerized control system.
- A.1.1.09 Pay costs associated with personnel management, benefits, PPE, training incurred to perform the Scope of Service except as otherwise included in Article 4 - Authority's Responsibilities.
- A.1.1.10 The Contractor shall, in addition to all other provisions herein, operate and maintain the Bear Creek Reservoir and the related facilities in accordance with Sections 15, 16, 17 and 21 of the document titled "Reservoir Management Plan for the Upper Oconee Basin Water Authority for the Bear Creek Reservoir, Jackson County, Georgia - 1997," as supplemented and amended and the United States Army Corp of Engineers Permit Number 930006540 dated July 1996.

A.1.2 Alterations, Repairs and Maintenance

- A.1.2.01 Alter, as needed, the process and/or facilities to achieve the objectives of this Agreement. No alteration will be executed without Authority's written approval and will be in accordance with **Appendix G**.
- A.1.2.02 Perform Preventative Maintenance and Repairs for the Facilities, subject to the Renewal and Replacement Allowance.
- A.1.2.03 Maintain aesthetics of the Facilities, including maintaining all Facilities and grounds in a clean, neat and orderly fashion.
- A.1.2.04 Keep administrative and other occupied spaces clean, dry, and habitable. Other spaces and floors will be free of sewage, screenings, sludge and debris.
- A.1.2.05 Equipment, tools, and material will be properly stored.
- A.1.2.06 Within the boundaries of the Facilities and dam, berm and pump station, Contractor shall keep trees and shrubs trimmed, maintain grass, and keep other grounds free of noxious weeds.
- A.1.2.07 In any emergency affecting the safety of persons or property, or regulatory compliance, Contractor shall act without written amendment or change order, at Contractor's discretion, to prevent threatened damage, injury, loss or noncompliance. Contractor will notify Authority of the emergency as soon as reasonably possible, and Authority will reasonably compensate Contractor for any emergency work notwithstanding the lack of written amendment or change order.
- A.1.2.08 Utilize Authority provided security devices during Contractor's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Facilities. Existing security devices include fencing, lockable structures, and limited intrusion alarm. Upon exiting the Facilities,

Contractor shall lock all Facilities gates and structures and activate any security alarms.

A.2 WATER TREATMENT PLANT

- A.2.1 Within the design capacity and capability of the Water Treatment Plant (“WTR Plant”), manage, operate, and maintain the WTR Plant so that finished water discharged from the WTR Plant meets the requirements of Applicable Laws.
- A.2.2 Coordinate the disposal of plant byproduct in accordance with Applicable Law. Any change in the cost of this service due to permitting requirements, increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees will constitute a Change in Scope. Authority and Contractor agree that Authority is the owner and Generator of the sludge and/or other residuals as defined in 40 CFR 260 *et seq.* which is produced by the operation of the Facilities.
- A.2.3 Perform monitoring, sampling, testing, laboratory analyses and coordination of tests done by an outside certified laboratory and reporting for influent and effluent parameters as necessary for process control and to ensure compliance with all applicable permits, regulations, and laws. Costs for analysis of samples by outside laboratories or other testing facilities will be paid directly by the Authority.
- A.2.4 Inspect each pump station on a daily basis, or more frequently if required by operating requirements. The Contractor shall develop and implement a regular program of maintenance for each plant process. Such program shall be reviewed by the Authority, or designated Committee of the Authority, and a copy of the program maintained at the Bear Creek Water Treatment Plant office.
- A.2.5 Monitor and maintain the Bear Creek Reservoir Dam and related structures and facilities and shall fully cooperate with any and all inspections of the dam and associated structures by regulating authorities. Piezometers and water levels will be monitored and recorded at least quarterly. Monitor and maintain the Bear Creek Reservoir and adjoining property and property interests of the Authority as referenced in **Appendix C**.
- A.2.6 Maintain the buildings, grounds, fencing, lighting, signage, and landscaping at the Facilities. The Contractor shall also maintain the security of the Facilities and take reasonable actions to limit vandalism and other similar problems. Maintain the grounds of the Facilities, including those outside the fence-line, as set forth in **Appendix C**. The Contractor shall comply with the applicable provisions of the U.S. Army Corps of Engineers Permit No. 930006540. Contractor will not be responsible for any grounds maintenance in areas owned by the Authority that are accessible to the public.
- A.2.7 Maintain finished water transmission lines to Jackson, Barrow, and Oconee counties from the Water Treatment Plant to the point where they are metered. The Contractor shall maintain the raw water line servicing Athens-Clarke County up to the point of metering. The Contractor shall maintain meter vaults and metering equipment on the raw and finished water lines.

- A.2.8 Shall have primary responsibility for maintaining the accuracy of all flow measuring devices, shall record daily flow rates, and shall accurately report the distribution of flow to the metering points of the Facilities. Flow meters will be calibrated at least quarterly by an outside service provider and the cost paid by the Authority. In addition, turbidity meters will also be calibrated at least quarterly by an outside service provider and the cost paid by the Authority. The Authority shall reserve the right to conduct an independent evaluation of flow meter accuracy, which may be performed by an independent contractor chosen by the Authority.
- A.2.9 Undertake a proactive maintenance program including preventive and predictive programs, as well as necessary corrective maintenance. Such maintenance programs shall be designed in conformance with the equipment manufacturer's requirements. The Contractor shall take all necessary actions to enforce existing equipment warranties and guarantees and to maintain warranties on all new equipment.
- A.2.10 Update and maintain a digital version of the Operations and Maintenance Manual for the Facilities and educate and train all appropriate personnel on the contents of the Operations and Maintenance Manual. Such Operations and Maintenance Manuals shall be the property of the Authority but shall be maintained and updated by the Contractor over the Term of the Agreement. Standard Operating Procedures shall be developed and updated as required and used for training and for daily operations. Such procedures shall be reviewed by the Authority, or designated Committee of the Authority, and a copy of the procedures as well as the current Operations and Maintenance Manuals maintained at the Bear Creek Water Treatment Plant office.
- A.2.11 Perform and document all maintenance, repair, and replacement, including, but not limited to, equipment, structures, roads, and utilities at the Facilities. The Contractor shall be responsible for repairing and replacing any and all components of the Facilities during the term of this Agreement. All costs related to maintenance, repair and replacement, excluding Contractor on-site labor, will be the responsibility of the Authority. The Authority should approve all non-emergency repairs which are not anticipated within the annual budget and which are likely to require expenditures above the annual budgeted amount for such activities. The Authority will have the right to inspect all records pertaining to the Facilities during normal business hours.

No modifications to the Facilities under the Agreement shall be performed without prior written approval of the Authority, except in the case of emergency. In the case of an emergency, the Authority Chairman or his designee will be notified within 24 hours.

- A.2.12 Annually submit a list of known maintenance and repair items, which are not normally performed on an annual basis and Capital Expenditures, which should be undertaken by the Authority to provide on-going reliability of the Facilities. The Authority retains the right to determine which, if any, Capital Expenditures shall be undertaken. However, if a proposed capital expenditure necessary to maintain the Facilities' performance of a regulated or permitted process, or to comply with applicable laws, regulations or permit conditions, is included on said list, but not approved by the Authority, then the Authority will assume operational and regulatory liability for the absence of said proposed capital

expenditure. This list will be submitted as part of the annual budget preparation process. Approved Capital Expenditures will be reported in the Annual Report for reference.

Capital Expenditures comprise all expenditures for the purchase, repair, and maintenance of the Facilities or any additions thereto that either:

- a) exceed \$10,000 for a specific project;
- b) are maintenance and repair items, which are not normally performed on an annual basis;
- c) are of a type expected to extend the service life of an asset beyond three years;
- d) are incurred to acquire an asset with a service life greater than three years; or,
- e) are incurred to implement any requirement under OSHA or other State or Federal laws and regulations.

In addition, the Contractor shall prepare and maintain a three (3) year plan of known maintenance and repair items, which are not normally performed on an annual basis and Capital Expenditures, which the Contractor recommends to the Authority in order to properly maintain and enhance the Facilities.

A.2.13 Prepare and submit to Authority for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified in **Appendix C**.

A.2.14 Assist the Authority with any applicable permit renewal process by providing Facilities information within Contractor's possession and control. Any additional assistance requested by the Authority will constitute a Change in Scope.

A.2.15 Provide and document Repairs for the WTR Plant. Contractor will provide Authority with a monthly report on the expenditures of Repairs.

A.2.16 Monthly Reporting - The Contractor shall submit to the Authority and the Contract Administrator monthly operations and maintenance reports.

The operations report shall summarize the previous month's quantity of water treated, consumables used, major maintenance performed, safety issues, monthly complaint log, daily staffing levels, indicating straight and unscheduled overtime pay (with reasons for overtime pay), and any permit violations and any operational events which may result in EPD violations.

The maintenance reports shall include: a summary of maintenance expenditures, a progress report on completion of annual capital improvement items, an identification of new issues, a summary of total maintenance and repair for the year to date, and major maintenance work scheduled for the next month and a comparison of the maintenance expenditures for the current month with those of the same month in the preceding year.

If requested by the Authority or Contract Administrator, the Contractor shall meet with either within five days of delivery of any monthly report to discuss the report and other topics chosen at the discretion of the Authority or Contract Administrator.

A.2.17 Annual Report - At the end of each fiscal year, the Contractor shall submit a summary report to the Authority and Contract Administrator summarizing the previous year's operations and maintenance including the items described for inclusion in the preceding monthly reports, including but not limited to, a year to date comparison between total expenditures and the approved budget. This report shall also include a discussion of staffing changes over the course of the previous fiscal year and staffing changes which may have been previously approved through the budget process for the coming fiscal year and a description of major plant operating issues anticipated during the coming fiscal year. This report shall also discuss the capital improvements at the Facilities that have been previously approved through the budget process for the coming fiscal year. The report shall also summarize water usage by each of the Authority Members in a format directed by the Authority.

A.2.18 Other Reports - The Contractor will coordinate with the Authority, the Contract Administrator, and appropriate Authority Committees, when requested, to provide data and input on various activities of the Authority, including such items as Cost Allocation Studies and Drought Contingency Planning. Further, the Contractor shall advise the Authority of regulatory changes that might require and/or indicate a review of such documents.

The Contractor will have a safe dam certified engineer perform an inspection and develop a summary report in each year that Georgia Safe Dams does not conduct an inspection.

A.2.19 Emergency Plans and Safety Provisions - The Contractor shall develop plans for, and shall be responsible for, the operation and maintenance of the Facilities during emergencies and shall maintain a health and safety program and a security plan for the operation and maintenance of the Facilities. These plans shall be revised as necessary and shall include interaction and coordination with local enforcement agencies and other relevant agencies and jurisdictions. The plans shall provide for all emergencies or abnormal conditions that may arise and shall provide for the use of best efforts to maintain or restore water treatment services as quickly as possible. The plans shall include management of all systems and materials that may pose a threat to the safety of plant operators, adjacent properties, or the public at large. Contractor will develop procedures and protocols for coordination with local law enforcement and emergency response agencies for appropriate emergency response. Contractor will also develop and maintain other safety plans as required to meet operational and regulatory requirements. These plans will be reviewed and approved by the Authority and the Emergency Plans will be maintained at the Bear Creek Water Treatment Facility.

A.2.20 Risk Management Program

- a.) Contractor shall maintain all Risk Management Plan documents required by the EPD and the EPA and shall modify said plans as required by said agencies. The plans, and any modifications, should be approved by the Authority, or appropriately designated Committee of the Authority.
- b.) The Authority shall coordinate all public hearings and shall coordinate with local Emergency Preparedness Committees, if required.
- c.) Contractor will update these documents for regulatory agency submittal and review as required.

A.2.21 OSHA Compliance Program - The Contractor shall be responsible for adopting and implementing an OSHA compliance program for personnel employed by the Contractor who will be involved in the operation and maintenance of the Facilities and shall be responsible for personnel and safety issues and shall be responsible for the payment of any fines assessed pertaining to personnel and safety issues, if any, unless such fines were assessed in connection with matters which were brought to the attention of the Authority by the Contractor but which were not authorized by the Authority to be remedied. These plans will be reviewed and approved by the Authority and the Emergency Plans will be maintained at the Bear Creek Water Treatment Facility.

Contractor will provide, on at least an annual basis, a review of the facility Safety Program by a Certified safety professional. Such cost should be clearly defined and approved as part of the annual budget process.

A.2.22 Contractor shall be responsible for verifying the driver's licenses and the driving record of Contractor employees who operate vehicles owned or leased by the Authority.

A.3 ADDITIONAL SERVICES

A.3.1 The Authority and the Contractor acknowledge and agree that certain additional engineering or technical services related to the Facilities which are not covered under the scope hereof may be needed during the Term of the Agreement. Additional Services may include, but not be limited to, services required by changes in regulatory requirements. The Contract Administrator may request Additional Services by written authorization, which defines the tasks and scope to be performed. The Contractor will provide an estimated cost to complete the requested service for approval. The Contractor shall not be obligated to perform such Additional Services until the Contract Administrator provides a written notice to proceed.

APPENDIX B - CAPACITY AND CHARACTERISTICS

B.1 RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS OF WATER TREATMENT PLANT

- B.1.1 Operate and maintain all Facilities in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance will be in accordance with methods approved by the Authority and Federal and State Agencies, as applicable. In the event that a parameter does not have a method approved by Federal and State Agencies, Contractor will utilize alternate test methods approved by EPA in 40 CFR, 141, Subpart C.

B.2 SYSTEM DEMAND

- B.2.1 Contractor will assume a demand for water of 21 mgd based on current permitted and system capacity.

APPENDIX C – FACILITIES AND LOCATION OF PROJECT

- C.1** Contractor agrees to provide the services necessary for the operation, maintenance, and management of the Facilities described in **Appendix C**.
- C.1.1 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Authority's WTR Plant located at: 476 Savage Road, Bogart, Georgia 30622. A Boundary Map of the Facilities shall be provided and incorporated into this **Appendix C**.
- C.1.2 The Facilities also include the Raw Water Facilities, and all real property and real property interests pertaining thereto, and all related structures, and all components thereof as referenced in Section 1.18 of the Agreement.



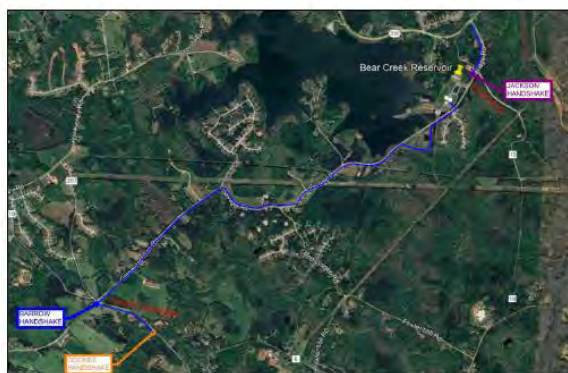
Jacobs

NOT TO SCALE

DATE 04/27/2024

Price	N/A
FAQ	Coming

Plot Time	Plot
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4	4
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Jacobs

NOT TO SCALE

10. ☐ **Other** _____

PROJ	N/A
DOC	SA00000000

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APPENDIX D - COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

D.1 COMPENSATION

D.1.1 Authority shall pay to Contractor as compensation for services performed under this Agreement an estimated Annual Base Fee of One Million Seven Hundred Fifty-Nine Thousand Seventy-Five Dollars and Zero Cents (\$1,759,075.00) for the first Contract Year of this Agreement. Subsequent years' Annual Base Fees shall be escalated as agreed to in writing by the Parties. Annual Base Fees shall be calculated as follows:

D.1.2 The Annual Base Fee shall be calculated on a multiplier basis and shall be based upon the anticipated staffing required to perform the scope of services contained in this Agreement. The Annual Base Fee includes the following cost incurred for the direct or indirect benefit of the Facilities:

(i) Operations, Maintenance, and Management Labor – 1.80 multiplier

Direct Salaries for the thirteen (13) FTE outlined in the Facilities staffing plan and O&M Regional Support outlined in **Appendix A** for services performed under this Agreement will be invoiced as follows:

Standard Rate = Direct Rate x 1.80 multiplier

Overtime Rate = Direct Rate x 1.5 x 1.80 multiplier

Regional O&M support is estimated at six hundred and fifty (650) hours for the contract year. Contractor will obtain prior written approval from the Authority for any hours over the estimated 650 hours. All hours over 650 will be invoiced as prescribed within this Agreement. The parties may mutually agree to adjust the estimated hours in future years.

(ii) Engineering and Technical Support Labor – 2.5 multiplier. Engineering support is estimated at one thousand (1,000) hours for the contract year. Contractor will obtain prior written approval from the Authority for any hours over the estimated 1,000 hours. All hours over 1,000 will be invoiced as prescribed within this Agreement. The parties may mutually agree to adjust the estimated hours in future years.

Direct Salaries for the Facilities support activities such preparing EPD and regulatory reports, SCADA, electrical and mechanical support, safety, compliance and process optimization and ad hoc reports as requested by the Authority.

Engineering support will be invoiced as follows:

Standard Rate = Direct Rate x 2.5 multiplier

Overtime Rate = Standard Rate

(iii) Pass-through Costs

Direct costs related to the operation, repair and replacement of the Facilities incurred by Contractor on behalf of the Authority as described in **Appendix A**.

(iv) The denoted multipliers shall be applied to the hourly rates for regular and overtime hours required by the staffing plan. Staffing levels and compensation will be approved by the Authority as part of the annual budgeting process.

D.1.3 The services provided under this Agreement assume reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the Authority for review and reimbursement.

D.1.4 Direct Salaries and Pass-through Costs and any other components utilized in the determination of Contractor's compensation shall be subject to approval and audit by the Authority. As referenced herein the term "Direct Salaries" shall refer only to time expended by the applicable Contractor personnel on tasks for the Authority.

D.2 CHANGES IN COMPENSATION

D.2.1 Changes in the Annual Base Fee will be negotiated annually, three (3) months prior to anniversary of the Commencement Date hereof.

D.2.2 Reserved.

D.2.3 The Parties will negotiate compensation for Changes in Scope, except as otherwise set forth in this Agreement.

D.3 PAYMENT OF COMPENSATION

D.3.1 Contractor will bill monthly based upon actual costs incurred for the current Contract Year.

D.3.2 All compensation to Contractor is due on receipt of Contractor's invoice and payable within thirty (30) calendar days.

D.3.3 Authority shall pay interest at a rate of one percent (1%) compounded monthly, subject to limitation provided by law, on payments not paid and received within thirty (30) calendar days. Interest will be calculated from the due date of the invoice.

- D.3.4 In the event of a contested billing, Authority may only withhold the contested portion from payment. The Authority will pay Contractor the undisputed portion in accordance with **Appendix D.3.2**. Interest will accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of Contractor. No interest will be due on any contested portion of the billing if the contested portion is mutually resolved.
- D.3.5 Contractor shall provide an itemized monthly invoice in accordance with the provisions of Sections D.3.6 and D.3.7. Itemization is required to assist the Authority in fulfilling obligations created by intergovernmental agreements and to verify expenses in accordance with this Agreement.
- D.3.6 Costs of Operating Raw Water Facilities - The Contractor's monthly invoice shall indicate the Operations, Maintenance, and Management costs attributable to the Raw Water Facilities. for the Invoice Period. The operations, maintenance, and management costs shall include the following separate items: direct labor costs (itemized by staff position) and applicable multipliers for fringe benefits, overhead, and profit, and other applicable costs, and will be based on the Authority's cost allocation model. These charges shall reflect the labor costs associated with performing under this Agreement.
- D.3.7 Costs of Operating Water Treatment and Transmission Facilities - The Contractor's monthly invoice shall indicate the Operations, Maintenance, and Management costs attributable to the Water Treatment and Transmission Facilities for the Invoice Period. The operations, maintenance, and management costs shall include the following separate items: direct labor costs (itemized by staff position) and applicable multipliers for fringe benefits, overhead, and profit, and other applicable costs, and will be based on the Authority's cost allocation model. These charges shall reflect the labor costs associated with performing under this Agreement.

APPENDIX E - VEHICLES AND EQUIPMENT

Bear Creek WTP Vehicle Inventory List

1. 2012 Chevrolet Silverado 2500 (In Service)
2. 2008 Ford Ranger (In Service)
3. 2017 Chevrolet Silverado (In Service)
4. 2019 EZGO Freedom RXV (In Service)
5. 2019 EZGO Freedom RXV (In Service)
6. 2008 Fairplay ZX4.0 (In Service)
7. 2001 Fisher 22 Freedom (In Service)
8. 2010 Alumicraft 1542 Jon Boat (In Service)
9. 2010 Alumicraft 1236 Jon Boat (In Service)
10. 2001 Toyota Forklift (In Service)

APPENDIX F – PERMITS

- F.1** The Contractor shall comply with Permits issued for or with respect to the Facilities. In the event that during the Term of this Agreement, any existing Permit must be renewed, or additional Permits are required, the Contractor shall be responsible for supplying required data for such Permits or Permit renewals, and if requested by Authority, preparing and submitting applications for said permits or permit renewals to the appropriate regulatory authority. The cost of said preparation and submission shall be paid by the Authority pursuant to the terms herein.

These permits include:

- Permit to Operate
- Reservoir withdrawal permit;
- River withdrawal permit; and
- NPDES permit.

The Contractor will coordinate with the Authority, the Contract Administrator, and the appropriate Committees in the review and issuance of permits.

- F.2** The Contractor shall prepare reports required by permits to be submitted for the Facilities. These reports shall be provided to the Authority for review and approval prior to submission to Georgia EPD and/or the US Environmental Protection Agency (EPA) or any other reporting authority or entity Contractor will sign and submit pertinent monthly and annual monitoring reports on behalf of the Authority. Contractor will prepare, for Authority signature, other regulatory reports or correspondence, as required.

PERMIT NO. CS1570121

ISSUE DATE: Jun 15, 2022



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

PERMIT TO OPERATE A PUBLIC WATER SYSTEM

In compliance with the provisions of the **GEORGIA SAFE DRINKING WATER ACT of 1977, O.C.G.A. 12-5-170 et. seq.**, and the **RULES, CHAPTER 391-3-5**, adopted pursuant to the ACT

Upper Oconee Basin Water Authority

is issued a **PERMIT TO OPERATE A PUBLIC COMMUNITY WATER SYSTEM** named

Upper Oconee Basin Water Authority Water System

and located at

Bogart, Jackson County, Georgia

THIS PERMIT to operate the above public water system shall become effective on the date shown above and shall have a fixed term of ten (10) years, absent any prior revocation or modification.

THIS PERMIT is issued subject to the terms, conditions and schedules of compliance as follows:

1. **THE PERMITTEE** shall at all times operate the public water system in full compliance with the **GEORGIA SAFE DRINKING WATER ACT of 1977**, and the **RULES, CHAPTER 391-3-5**, adopted under the ACT. **THE DIRECTOR** may modify, suspend or revoke this permit as provided therein.
2. **THIS PERMIT** is transferable only with a change of ownership. **THE PERMITTEE** shall notify the succeeding owner by letter of the existing permit and surrender the original permit to the Director. The succeeding owner shall apply to the Director for a permit transfer within 30 days of receiving title to the property.
3. **THIS PERMIT** is further subject to the terms, conditions and schedules of compliance specified on the attached pages.



R. Dunn

Richard E. Dunn, Director
Environmental Protection Division

STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

OWNER: Upper Oconee Basin Water Authority

PERMIT NO.: CS1570121

SYSTEM: Upper Oconee Basin Water Authority Water System

PERMIT CONDITIONS

4. This permit is for the operation of a public water system using surface water as the principal source of supply. The approved production rate(s) for the surface water treatment plant(s) and other approved sources of water are:

Bear Creek Reservoir, Source 101

Middle Oconee River to Bear Creek Reservoir, Source 102

Bear Creek Water Treatment Plant: 14,583 GPM (21.0 MGD) W/6 Filters @ 4.75 GPM/SQFT

Total Production shall not exceed 79.0 MGD in a 24 hour period and 58.0 MGD on a monthly average basis.

Operation of the water plant(s) in excess of the approved production rate(s) in a twenty-four (24) hour period (starting at 0000 to midnight 2400 hours) is a violation of this permit. Violations must be reported to the Drinking Water Program by telephone within forty-eight (48) hours and confirmed in writing within ten (10) days. The total amount of water produced must not exceed the limits imposed by your surface water withdrawal permit, #078-0304-06.

5. The permittee must provide continuous disinfection by chlorinating all water distributed by the system to maintain a detectable residual of free chlorine in the recommended amount of 0.2 milligrams per liter in all parts of the distribution system, or as specified in Section 391-3-5-.14, as amended, of the Rules for Safe Drinking Water.

6. The permittee shall analyze or have analyzed all microbiological and chemical samples required by the Rules for Safe Drinking Water, Chapter 391-3-5. Monitoring for each contaminant must be performed as scheduled by the Georgia Environmental Protection Division's (EPD) Watershed Compliance Program (WCP). The supplier must provide all test results to the WCP within the time frames established in the schedules. The permittee may use the laboratory services of the EPD's certified laboratory or any other laboratory certified by the WCP to perform the specific analysis. If a laboratory other than the EPD's certified laboratory is used, the laboratory results must be submitted to the following address as specified in Section 391-3-5-.30:

Environmental Protection Division
Watershed Protection Branch Compliance Program
Drinking Water Compliance Unit
2 Martin Luther King, Jr. Drive, SE, Suite 1152 East
Atlanta, Georgia 30334

The format used to report results must be approved by the WCP and must identify the system by the water system identification number, WSID# 1570121, and the laboratory performing the analysis. The laboratory's certification number must be included on the report. Results requiring immediate notification should be reported to the WCP by telephone at (404) 463-1511 or fax at (404) 651-9590.

STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

OWNER: Upper Oconee Basin Water Authority

PERMIT NO.: CS1570121

SYSTEM: Upper Oconee Basin Water Authority Water System

PERMIT CONDITIONS

7. Reports must be maintained by the permittee on the premises of the water system and be available for inspection. **A true and correct copy of the operation records and other reports must be sent to the following address, by the tenth day of the month following the month being reported, unless otherwise stated in Section 391-3-5-.30 or elsewhere in the Rules:**

Environmental Protection Division
Drinking Water Permitting & Engineering Program
Suite 1362, Floyd Towers East
2 Martin Luther King, Jr. Drive, SE
Atlanta, Georgia 30334
Phone: (404) 656-2750
Fax: (404) 651-9590

8. **The permittee shall ensure that this public water system is operated in compliance with the Georgia Certification of Water and Wastewater Treatment Plant Operators and Laboratory Analysts Act, as amended, and the Rules adopted thereunder. The certification classification must be consistent with the public water system classification specified in Section 391-3-5-.39 of the Rules for Safe Drinking Water.**

9. The permittee shall comply with O.C.G.A. Sections 12-5-7 and 12-5-8 regarding limitations on outdoor irrigation, local variances from state restrictions on outdoor watering, and any rules and regulations related to drought management promulgated thereafter. This condition applies to any water system that holds a water withdrawal permit, or uses water provided by a system with a withdrawal permit.

10. Drinking water distributed by the permittee should not contain any impurity which will cause offense to the sense of sight, taste or smell and should not be excessively corrosive as to cause degradation of the water quality or deterioration of the distribution system, as specified in Section 391-3-5-.19 and .26 of the Rules for Safe Drinking Water.

11. The permittee is required to have a water conservation and cross-connection control plan on file with the Division.

12. **The permittee is required to provide continuous fluoridation to all water distributed by the system, as specified in Section 391-3-5-.16 of the Rules for Safe Drinking Water.**

13. The permittee shall comply with Section 391-3-5-.06 of the Rules for Safe Drinking Water and shall meter all water supply sources connected to the public water system and shall report the system's water usage to the EPD's Drinking Water Permitting & Engineering Program.

14. The permittee shall comply with Section 391-3-5-.10 of the Rules for Safe Drinking Water and shall meter all new services connected to public water systems, unless specifically directed otherwise by the Director.

15. **The permittee is required to have a Business Plan on file with the Division to demonstrate the water system's managerial and financial capacity to comply with all drinking water regulations in effect, or likely to be in effect. The Business Plan must be updated at intervals determined by the Director.**

16. This permit replaces all Permits to Operate a Public Water System previously issued for the operation of this public water system.

Permit No. GAG640000
Issuance Date: 12/22/2025

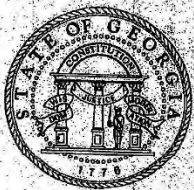


**AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
GENERAL PERMIT FOR DRINKING WATER TREATMENT PLANT DISCHARGERS**

In accordance with the provisions of the Georgia Water Quality Control Act (Georgia Laws 1964, p. 416, as amended), hereinafter called the State Act; the Federal Water Pollution Control Act, as amended (33 U.S. C. 1251 et seq.), hereinafter called the Federal Act; and the Rules and Regulations promulgated pursuant to each of these Acts, new and existing drinking water treatment plants within the State of Georgia, upon receipt of a Notice of Coverage, are authorized to discharge treated filter backwash water and basin washdown water to the waters of the State of Georgia in accordance with the limitations, monitoring requirements and other conditions set forth in this permit and with the statements and supporting information submitted with the Notice of Intent.

This general permit shall become effective on January 1, 2026.

This permit shall expire at midnight, December 31, 2030.



Jeffrey W. Connor

Director,
Environmental Protection Division

**ENVIRONMENTAL PROTECTION DIVISION
DEPARTMENT OF NATURAL RESOURCES
STATE OF GEORGIA
PERMIT TO WITHDRAW, DIVERT OR IMPOUND SURFACE WATER**

PERMIT HOLDER'S NAME: Upper Oconee Basin Water Authority		PERMIT NUMBER: 078-0304-05
PERMIT HOLDER'S ADDRESS: 305 Research Drive, Athens, Georgia, 30605 -- Jackson County		
In accordance with the provisions of the Georgia Water Quality Control Act, (O.C.G.A. § 12-5-20 et seq.) as amended, and the Rules and Regulations for Water Quality Control, Chapter 391-3-6, promulgated pursuant thereto, this permit is issued to <u>withdraw</u> surface water from the (source) <u>Middle Oconee River in the Oconee River Basin</u> for the purpose of <u>filling Bear Creek Reservoir</u> .		
The permit holder must comply with the following limitations: (1) Maximum 24 hour: Withdrawal <u>60.0</u> MGD; Impoundment ____ MGD; Diversion ____ MGD (2) Not to exceed a monthly average of <u>60.0</u> MGD		
This permit is conditioned upon the permittee complying with the following: <u>STANDARD CONDITIONS</u> (1) The provisions of the Water Quality Control Act, as amended, or any of the Rules and Regulations promulgated thereto; (2) This permit must not be transferred except with the approval of the Division; (3) The use of surface water is limited to the quantities and purposes as specified herein; (4) The permit holder must submit annually to the Division, within 30 days of completion of the calendar year, a report listing for each month of the previous year: a. The gallons per day withdrawn, based on an average of the daily withdrawals for the month; b. The maximum 24 hour withdrawal; (5) And the attached special conditions which are hereby made a part of this permit.		
In accordance with the application dated <u>03/14/2011</u> and in conformity with the statements and supporting data entered therein or attached thereto, all of which are filed with the Environmental Protection Division of the Department of Natural Resources and are hereby made part of this Permit. This Permit is effective from the date written below and is subject to revocation pursuant to the Georgia Water Quality Control Act, as amended, O.C.G.A. § 12-5-31 (k). Absent prior revocation in accordance with the above language, this Permit will expire on the <u>1st</u> day of <u>April, 2022</u> .		
DIRECTOR'S SIGNATURE: 	DATE: September 23, 2011	Director Environmental Protection Division Department of Natural Resources

APPENDIX G - UOBWA PURCHASING POLICY

A RESOLUTION REGARDING UPPER OCONEE BASIN WATER AUTHORITY POLICIES AND REGULATIONS

BE IT RESOLVED BY THE BOARD OF THE UPPER OCONEE BASIN WATER AUTHORITY THAT the following policies and regulations shall be adopted pursuant to Section 11 and Section 12 of the Upper Oconee Basin Water Authority Act, Georgia Laws 1994, Page 5123, et seq.

IT IS HEREBY ORDAINED that the following policies and regulations shall be, and are hereby adopted by the Upper Oconee Basin Water Authority, repealing all other policies heretofore adopted which are in conflict with this resolution:

PROCUREMENT OF GOODS AND SERVICES

SECTION I - METHOD OF SOURCE SELECTION

The following procedures apply to the procurement of goods and services and do not apply to any contract involving the acquisition of real property. The procurement of goods and services shall be governed by the following methods of source selection.

A. Competitive Sealed Bidding

1. Any commodity or service which is estimated to cost \$100,000.00 or more shall be acquired whenever possible through the competitive sealed bidding process except as otherwise provided herein. Generally, the following conditions must be met: clear and adequate specifications are available; two or more responsible offerors are willing to participate in the process; and the cost of materials, supplies, equipment or project has an estimated cost of \$100,000.00 or greater.
2. Public notice of an Invitation to Bid shall be advertised as required by Georgia Law. Any other method of advertisement identified as likely to result in optimal competition may be used in addition to the required advertisement at the discretion of the Board of the Authority or its designated representative.
3. Bids shall be evaluated based upon the requirements set forth in the Invitation to Bid. An invitation for bids may be cancelled prior to the opening date or any or all bids may be rejected in whole or in part at the discretion of the Board of the Authority, where it determines it is in the best interest of the Authority.

4. Subject to the approval by the Board of the Authority, bids shall be awarded to the responsive and responsible bidder(s) who have submitted the lowest bid(s). The Board of the Authority reserves the right to reject any or all bids.
5. All bid awards for amounts of \$100,000.00 or greater shall be approved or rejected by the Board of the Authority.

B. Competitive Sealed Proposals

1. When it is determined that the competitive sealed bid process is not applicable or in the best interest of the Authority, any commodity or service which is estimated to cost \$100,000.00 or greater shall be acquired through the competitive sealed proposal process except as otherwise provided herein.
2. Proposals shall be disseminated through a Request for Proposal. Public notice shall be advertised as required by Georgia law. Any other method of advertisement identified as likely to result in optimal competition may be used in addition to the required advertisement at the discretion of the Board of the Authority or its designated representative.
3. A Request for Proposal may be cancelled prior to the opening date or any or all proposals may be rejected in whole or in part by the Board of the Authority, where it determines it is in the best interest of the Authority.
4. Information submitted by a proposer which is specifically marked "proprietary" shall not be disclosed outside of the Authority without the prior written consent of the proposer or a determination by the Authority or the Court that the information sought is not of a privileged or proprietary nature.
5. Subject to the approval by the Board of the Authority, award(s) shall be made to the most responsible offeror(s) whose proposal is determined to be the most responsive and advantageous to the Authority based upon but not limited exclusively to the price and the evaluation factors set forth in the Request for Proposal.
6. All proposals for amounts of \$100,000.00 or greater shall be approved or rejected by the Board of the Authority.

Annual contracts may allow up to four (4) one-year renewal periods contingent upon the appropriation of funds by the Board of the Authority in the annual budget for such fiscal year. The contract is considered renewed with the adoption of the budget. Such contracts should be competitively bid.

C. Informal Purchases

1. Procurement of commodities or services which involve amounts with an estimated cost of less than \$100,000.00 do not require a formal sealed bid/proposal process and may be purchased on the open market. However, the processes used for this type of procurement should include as much competition as is consistent with anticipated cost of the procurement and in the best interests of the Authority.
2. Where the estimated cost of the commodity or service is between \$30,000.00 and \$99,999.99, the award of the contract should be based whenever possible on the receipt of written quotations from at least three (3) reputable offerors unless adequate source supply is not available. The award of the contract shall be made by the Authority Chairperson, or in his or her absence, the Authority Vice Chair.
3. Where the estimated cost of the commodity or service is between \$15,000.00 and \$29,999.99, the award of the contract should be based whenever possible on quotations received through verbal solicitations from at least three (3) reputable offerors unless adequate source supply is not available. The award of the contract shall be made by the Owner's Representative, or in his or her absence, the Finance Chairperson.
4. Where the estimated cost of the commodity or service is under \$15,000.00, the commodity may be purchased in the open market by the Contractor's Representative, or in his or her absence, the Treatment Plant Manager.

D. Sole Source Purchases

1. Where there is evidence that a particular commodity or service may be obtained from only one source and no similar commodity or service will adequately meet the Authority's requirements, the commodity or service may be purchased from the sole source. This evidence must be documented in writing.
2. Where the cost of the commodity or service is estimated to be \$100,000.00 or greater; the award of the contract to the sole source shall be subject to approval of the Board of the Authority.
3. Where the cost of the commodity or services is estimated to be less than \$100,000, the award of the contract to the sole source shall be subject to the same approval as informal purchases.

E. Emergency Purchases

1. The Chair of the Authority or the Owner's Representative shall have the authority to purchase a commodity or service under this section where there exists an emergency constituting a threat to public health, safety or welfare or to the soundness and integrity of public property or to the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time. The authority to proceed with an emergency purchase may be granted by the Chair or Owner's Representative via written communication, including electronic mail.
2. Acquisitions under this section shall be made using such competitive procedures as circumstances reasonably permit.
3. For emergencies where the cost of the commodity or service is \$100,000.00 or more, the purchase is required to be ratified by the Board of the Authority.
4. For emergencies where the cost of the commodity or service is less than \$100,000, the purchase is subject to the same approval as informal purchases.

F. Professional Services

1. It is the policy of the Authority to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price with the ultimate selection based on the best interest of the Authority and the receipt of maximum value. "Professional services" refer to such services as legal, engineering, surveying, architectural and others performed by individuals whose profession is licensed by the state or federal government.
2. While professional services do not require competitive bidding, a qualifications-based selection process can be used.
3. Professional services contracts shall be approved by the Board of the Authority or its designated representative.

G. State Contract Purchases

1. The Board of the Authority or its designated representative shall have the authority to purchase a commodity or service using a state contract.
2. State contracts provide commodities or services that can purchased from a published list of bid prices provided by the state or its agencies may be

purchased in accordance with said bid list and contract price without seeking competitive pricing.

3. Where the cost of the commodity or service is determined to be \$100,000.00 or greater, the award of the contract shall be approved or rejected by the Board of the Authority
4. Where the cost of the commodity or services is determined to be less than \$100,000, the award of the contract shall be subject to the same approval as informal purchases.

H. Cooperative Purchases

1. The Authority may participate in a cooperative purchase for commodities, supplies, and services when it is determined to be in the Authority's best interest.
2. The sponsoring entity, whether federal, state, or local government, must have performed a competitive procurement process and entered into a contract that stipulates allowance for other entities to purchase from the supplier at the same price and under the same terms and conditions.
3. Where the cost of the commodity or service is determined to be \$100,000.00 or greater, the award of the contract shall be approved or rejected by the Board of the Authority
4. Where the cost of the commodity or services is determined to be less than \$100,000, the award of the contract shall be subject to the same approval as informal purchases.

I. Used Equipment Purchases

1. The Authority allows for used equipment to be purchased without competitive bidding provided that a diligent search of the marketplace has been conducted and documented.
2. Where the cost of the used equipment is \$100,000.00 or greater, the award of the contract shall be approved or rejected by the Board of the Authority
3. Where the cost of the used equipment is determined to be less than \$100,000, the award of the contract shall be subject to the same approval as informal purchases.

SECTION II – DETERMINATION OF APPROVAL THRESHHOLD AND PROHIBITION ON SPLIT PURCHASE

A. Determination of Purchase Value

1. Approval thresholds in this policy apply to the total value of each single purchase, contract, or procurement action,
2. However, when evaluating procurement needs and determining the appropriate method of source selection, the Authority shall consider the total anticipated annual volume of similar commodities or services to ensure the procurement method selected reflects prudent stewardship and best value to the Authority.

B. Prohibition of Split Purchases

1. No purchase or procurement requirement may be divided, split, or separated into smaller components for the purpose of avoiding competition, reducing required approvals, or circumventing the thresholds established in this policy.
2. If multiple purchases of the same or similar items are made within a reasonable time frame and are determined to represent a single procurement need, the Authority may classify them as one purchase for purposes of determining the appropriate procurement method and approval level.

SECTION III – CONSTRUCTION ACQUISITION PROCEDURE AND BONDING REQUIREMENTS

A. Public Works Contracts

1. The Authority shall operate in accordance with O.C.G.A Title 36, Chapter 91 as related to public works contracts.
2. Construction acquisition shall follow the competitive sealed process set forth in Section I entitled Method of source Selection.

B. Bonding Requirements

1. Bid Bonds - Bid bonds shall be required on bids or proposals greater than \$100,000 and must include a bid bond of at least 5% of the total contract

price. Bonds shall be of a forfeiture type. All sureties must be licensed to do business in the state of Georgia, have A.M. Best rating of A-6 or higher and be listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on federal bonds and as acceptable reinsuring companies. In lieu of the bid bond described herein, an offeror may submit with the bid or proposal a cashier's check payable to the Authority in an amount not less than the purchase price specified in the bid or proposal. Additionally, to the extent permitted by Georgia law, a guaranteed letter of credit in the proper amount will act as a bid bond provided that the form of the letter of credit and the lending institution have been approved by the Authority in advance. Return of bid bonds to the successful bidder shall be conditioned upon the bidders execution of a contract within 30 days following the Authority's award of the contract.

2. Performance and Payment Bonds

- a. Performance bonds in the amount of the contract are required on all contracts greater than \$100,000. Any performance bond required by these regulations shall be issued by a good and sufficient surety or sureties approved by the Authority in an amount which equals at least the total purchase price payable under the bid or proposal. The performance bond shall be conditioned upon the offer of faithful performance of the terms of the bid or proposal or the contract executed in connection with such bid or proposal
- b. Payment bonds in the amount of the contract are required on all contracts that are over \$100,000. Any payment bond required by these regulations shall be issued by good and sufficient security or securities approved by the Authority in an amount at least equal to the total purchase price payable under the bid or proposal. A payment bond shall be for the benefit of all persons or entities supplying labor, materials, machinery and equipment in the prosecution of the work under the contract.
- c. All sureties must be licensed to do business in the State of Georgia, have an A.M. best rating of A-6 or higher and be listed in the Department of Treasury's publication of companies holding certificates of authority an acceptable surety on federal bonds and as acceptable reinsuring companies.

C. Insurance Requirement

Standard insurance limits in accordance with the State of Georgia are required for all construction acquisitions covered by these rules and regulations. The specific requirements for vendors providing high risk services supersede the standard insurance limits. Coverage types and limits are required minimums and should be increased appropriately based on contract value and potential risks to the Authority. To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

UOBWA Purchasing Policy Summary

Procurement Type	Dollar Threshold	Pricing Method	Required Competition	Approval Authority
Micro Purchases	Under \$15,000	Open market purchase	Competition encouraged	Contractor's Representative or Treatment Plant Manager
Small Purchases	\$15,000–\$29,999.99	Informal quotes	3 verbal quotes	Owner's Representative or Finance Chair
Intermediate Purchases	\$30,000–\$99,999.99	Formal quotes	3 written quotes	Authority Chair or Vice Chair in absence
Formal Purchases – Sealed Bid	\$100,000 or greater	Competitive Sealed Bid	Formal Invitation to Bid	Board of the Authority
Formal Purchases – Sealed Proposal	\$100,000 or greater	Competitive Sealed Proposal	Publicly advertised Request for Proposal	Board of the Authority
Sole Source	Any amount	Sole Source Justification	Competition encouraged	< \$100k = follows informal thresholds; ≥\$100k = Board of the Authority
Emergency Purchases	Any amount	Emergency Justification	Competition as circumstances permit	< \$100k = follows informal thresholds; ≥\$100k = Ratification by Board of the Authority
Professional Services	Any amount	Qualifications-based selection	Competition not required; may solicit proposals	Board of the Authority
State Contract Purchases	Any amount	State Contract pricing	State-performed competition	< \$100k = follows informal thresholds; ≥\$100k = Board of the Authority
Cooperative Purchases	Any amount	Cooperative agreement	Lead agency performed competition	< \$100k = follows informal thresholds; ≥\$100k = Board of the Authority
Used Equipment	Any amount	Marketplace search & documentation	Competition as circumstances permit	< \$100k = follows informal thresholds; ≥\$100k = Board of the Authority

APPENDIX H - SUPPLEMENTAL TERMS

The below referenced supplemental terms and conditions shall apply to all engineering and consulting services (hereinafter “E&C Services”) provided by Contractor during the Term of the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the supplemental terms set forth below, the supplemental terms shall prevail, but only with respect to the E&C Services. E&C Services are separate from, and do not include the Scope of Services set forth on **Appendix A**.

H.1 Warranty

H.1.1 Contractor warrants that Services provided will be performed in accordance with generally accepted standards in the Contractor’s industry. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the warranty above stated and the same is reported to Contractor by Authority in writing promptly after recognition thereof, Contractor shall, at no cost to Authority, furnish all remedial Services required in connection therewith as soon as reasonably possible after receipt of such report from Authority; and Authority shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the Facilities, whether incurred during performance of the Services or after completion of the Services.

H.1.2 Contractor’s warranties shall not apply to any defect which results from: ordinary wear and tear, misoperation (except to the extent that such misoperation is the fault of Contractor), corrosion or erosion (except to the extent that such corrosion or erosion is the fault of Contractor), noise levels, operating conditions more severe than those contemplated in the original design, or a defect in a process or mechanical design or equipment furnished or specified by Authority or others.

H.1.3 All representations, warranties and guarantees made by Contractor in connection with its Services are limited to those set forth above. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. For any deficiencies in the services, Authority shall be restricted to the remedies expressly set forth in these supplemental terms; such remedies are Authority’s sole and exclusive remedies for deficiencies in the Services and Authority hereby waives any and all other remedies, whether at law or in equity, and regardless of whether the claim is asserted under contract, tort, strict liability or otherwise, except to the extent resulting from the intentional misconduct or gross negligence of Contractor.

H.2 Indemnification

Contractor will defend, release, indemnify and hold Authority harmless from all claims, liabilities, demands, costs, expenses (including attorneys’ fees) and causes of action arising out of third party claims for bodily injury (including death) to any person and damage or loss to any property to the extent caused by a negligent act or omission of Contractor, its employee or subcontractor. To the extent allowed by law, Authority hereby agrees to

release, defend, indemnify and hold Contractor harmless from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third party claims for bodily injury (including death) to any person or damage or loss to any property ("Harms") when the Harms result from (i) the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; (ii) errors or omissions in Contractor's E&C Services due to Contractor being required, directly or indirectly, by Authority to take certain actions contrary to the recommendations of Contractor; and (iii) the acts, errors, omissions or negligence of Authority, its employee or other contractor.

H.3 Limitation of Liability

The total aggregate liability of Contractor to the Authority arising out of the performance of E&C Services under this Agreement or breach of this Agreement in performance thereof shall not exceed One Million Dollars (\$1,000,000) for such services. Notwithstanding any other provision of this Agreement, Contractor shall have no liability to the Authority, and the Authority shall have no liability to Contractor, for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit (direct or indirect); operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (but not including gross negligence or intentional misconduct of Contractor's senior supervisory personnel), strict liability or otherwise of Contractor, its employees or subcontractors. The Parties agree that the limitations of liability and waiver of damages as set forth herein shall not be interpreted as a form of indemnification.

H.4 Ownership of Instruments of Service and Data

H.4.1 To the extent allowed by law, Authority agrees to defend, indemnify and hold harmless Contractor and its employees from and against claims resulting from the unauthorized re-use by Authority or any third-party recipient of the design data, drawings, estimates, calculations and specifications prepared by Contractor ("instruments of service") on extensions of the Facilities or at a location other than that contemplated by this Agreement. Authority is advised that should Authority re-use the instruments of service at another location, the instruments of service should be reviewed and sealed by Authority or any Contractor licensed in the jurisdiction where the instruments of service are sought to be re-used.

H.4.2 All materials and information that are the property of Authority and all copies or duplications thereof shall be delivered to Authority by Contractor, if requested by Authority, upon completion of E&C Services. Contractor may retain one complete set of reproducible copies of all of its instruments of service.

H.4.3 All specifications, drawings, and other engineering documents that are prepared by Contractor shall be certified or sealed by a registered professional engineer. Such

certifications or seals shall be valid for the state in which the specifications, drawings, or other Engineering documents are to be used or applied.

H.5 Construction Phase E&C Services

If this Agreement includes the furnishing of any E&C Services during the construction, the following terms will apply:

- H.5.1 If Contractor is called upon to observe the work of Authority's construction contractor(s) for the detection of defects or deficiencies in such work, Contractor will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect, except to the extent resulting from Contractor's negligence or intentional misconduct. Contractor shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s) and shall not review their work for the purpose of ensuring their compliance with safety standards.
- H.5.2 If Contractor is called upon to review submittals from construction contractors, Contractor shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Contractor's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Contractor's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Contractor's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Contractor's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- H.5.3 Contractor shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- H.5.4 All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Contractor.
- H.5.5 All contracts between Authority and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of Authority and Contractor, in a form satisfactory to Contractor and Authority.

H.6 Professional Liability Insurance

H.6.1 In addition to the insurance requirements as set forth in Section 9 of this Agreement, Contractor shall maintain Professional Liability coverage applicable to those E&C Services provided under the terms of this **Appendix H**. Professional Liability coverage shall be evidenced at \$1,000,000 per claim and in the aggregate.

**Upper Oconee Basin Water Authority
Bear Creek Dam, Reservoir and Water Treatment Facilities
Operation and Maintenance Report
September 23, 2026**

Plant continues to operate within regulatory requirements with no issues since last meeting.

Reservoir level – Slightly below full pool at 694.9'

Average daily treated water flow of 14.67 MGD of potable water pumped to the distribution system in August compared to 12.12 MGD in August 2025.

We are utilizing the latest demand projections provided by the Member Governments in the drought model for the Weekly Reservoir Report. A summary of projections versus actual for each MG is provided as Attachment A for review.

Procurement

- Received quote to clear sediment from river pump station intake
- Received quotes for High Service HVAC unit #1 replacement

Major Maintenance

- Replaced PLC power supply at High Service
- Replaced Sodium Chlorite level transmitter on bulk storage tank
- Replaced drive on pre flash mixer
- Replaced air release valve on reservoir pump discharge line

Additional Activity

- Bi-weekly algaecide applications in reservoir continued
- 134 preventative work orders completed versus 11 corrective work orders
- Re connected communication to river pump station, confirmed adequate firewall in place