
SECTION I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Proposals for the Development of a
Risk and Resilience Assessment/Emergency Response Plan

Issuance Date: August 19th, 2020

The Upper Oconee Basin Water Authority (UOBWA) will be accepting Proposals from qualified Consultants for the development of a Risk and Resilience Assessment and corresponding Emergency Response Plan in accordance with the American Water Infrastructure Act of 2018.

The UOBWA joint Engineering/Operations Committee will review and evaluate the proposals. Any agreement awarded as a result of this Proposal will be executed by UOBWA Chairman Pat Graham, as authorized by the UOBWA Board.

Proposals will be accepted at the Northeast Georgia Regional Commission, 305 Research Drive, Athens, GA 30605-2795, Monday through Friday, 9:00 a.m. to 4:30 p.m., and until 3:00 p.m. local time on September 17th, 2020.

Specifications and Proposal forms may be obtained at the Northeast Georgia Regional Commission at the address listed above or by calling 706-369-5650.

Do not detach any portion of this document. Upon formal award to the successful Consultant, a written agreement will be executed for the Project in substantially the form attached.

The UOBWA reserves the right to accept or reject any or all Proposals or to waive technicalities, or to accept any item of any proposal.

Submission of Proposals:

Proposals (8 copies) shall be submitted in a sealed envelope with acknowledgement of any addenda issued for this project, by the deadline stated within this RFP. The price proposal page shall be submitted within a second sealed envelope, to be opened after initial evaluation of the proposal documents. Additionally, submit electronic copies of all documents in PDF format on a thumb drive or CD.

Public Notice

The Upper Oconee Basin Water Authority (UOBWA) will receive sealed Proposals from qualified consultants at Northeast Georgia Regional Commission, 305 Research Drive, Athens, GA 30605-2795 Monday through Friday, 9:00am to 4:30pm local time until 3:00pm on September 17th, 2020 for the following:

**UPPER OCONEE BASIN WATER AUTHORITY (UOBWA)
Request for Proposals for the Development of a Risk and Resilience
Assessment/Emergency Response Plan**

Proposal forms may be obtained from the Bear Creek Reservoir and Water Treatment Plant Website, located under Requests for Proposals (<https://www.bearcreekwtp.com/bids.php>). All questions must be submitted in writing via email to frontdesk@negrc.org. The deadline for submitting questions is September 3rd, 2020. Please, no telephone inquiries.

The successful consultant will be required to provide a certificate of insurance as set forth in the Request for Proposals (RFP) document. All consultants are required to check the Request for Proposal Website address above for any Addenda issued.

SECTION II PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal

The proposal must be submitted on the forms furnished and delivered to the Northeast Georgia Regional Commission by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified time will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the proposal form must be completed if applicable. The proposal must be signed by an authorized officer of the Consultant entity. The proposal is contained in this document and must remain attached thereto when submitted.

Award of Contract

The UOBWA will select a Consultant it determines most advantageous, considering cost, demonstrated competence, integrity, capacity to perform the services, and other qualifications for the type of services required. The UOBWA also reserves the right to reject all proposals, to waive technicalities, and to accept any item of any proposal unless the Consultant includes a restrictive limitation. The UOBWA may choose to inspect, investigate, check references not named by the proposer and interview proposers before making a selection.

Costs of Preparation

The UOBWA will not be responsible for any expenses incurred in preparing and submitting a Proposal or entering into the applicable Agreement.

Consultant's Certification

Consultants and all proposed sub-Consultants must complete the Consultant Certification in Section V of this RFP. If the Consultant submits a false certification, the UOBWA will disqualify the Consultant from contracting, or if a contract has already been executed, it will be deemed void. If the false certification is made by a sub-Consultant, then the Consultant's submitted bid will not be declared void if the Consultant terminates the subcontract upon the UOBWA's request after a finding that the subcontractor's certification was false.

Withdrawal of Proposals

Any Consultant may withdraw its Proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of Proposals, by signing a request therefore. No Consultant may withdraw or cancel its Proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of Proposals. The successful Consultant may not withdraw or cancel its Proposal after having been notified that the Proposal was accepted by the UOBWA Board.

Investigation of Consultants

The UOBWA will make such investigations as are necessary to determine the ability of the Consultant to fulfill Proposal requirements. If requested, the Consultant should be prepared to present evidence to the UOBWA of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Proposals. In addition, the Consultant shall furnish the UOBWA with any information the UOBWA may request and shall be prepared to show completed work of a similar nature to that included in its Proposal. The UOBWA reserves the right to visit and inspect the premises and operation of any Consultant.

Rejection of Consultant

The UOBWA will reject any Proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The UOBWA will reject any Proposal from a Consultant that failed to satisfactorily complete work for the UOBWA under any previous agreement.

Conditions

Consultants are advised to become familiar with all conditions, instructions and specifications governing the work. Consultants shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Proposal.

Subletting of Agreement

No agreement awarded by the UOBWA shall be assigned in whole or in part without the written consent of the UOBWA or as noted in the Consultant's Proposal. In no case shall such consent relieve the Consultant from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents

Any Consultant with a question about this Proposal may request an interpretation thereof from the UOBWA. All communications regarding this RFP must go through Burke Walker at frontdesk@negrc.org. Direct communications on this topic with members of the Authority or Authority agencies between the date of this solicitation and contract execution may be considered ex parte and thus become grounds for proposal rejection. If the UOBWA changes the Proposal, either by clarifying it or by changing the specifications, the UOBWA will issue a written addendum, posted on the Request for Proposals website. The UOBWA will not assume responsibility for receipt of such addendum. In all cases, it will be the Consultant's responsibility to obtain all addenda issued. Consultants will provide written acknowledgment of receipt of each addendum issued with the Proposal submission.

Licenses

The Consultant shall be a licensed Engineering Firm, authorized by the Georgia Secretary of State. All reports shall be signed and sealed by a Georgia licensed Professional Engineer.

Agreement

The selected Consultant shall enter into an Agreement with the UOBWA to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Consultant and returned within five (5) calendar days after the Agreement has been mailed to the Consultant. The Consultant shall execute three copies of the Agreement. One fully executed copy will be returned to the Consultant. See Section XI for a sample copy of the agreement.

As stated in a subsequent section of this RFP, UOBWA will obtain and own all Consultant and sub-Consultant work products, including editable versions of documents and data sets for exclusive use by UOBWA for its future AWIA in-house updates.

Dispute Resolution

Any litigation arising out of the Agreement must be filed in the Superior Court of Jackson County, Georgia. The prevailing party shall be entitled to recover attorneys' fees and costs.

Familiarity with Scope of Services, Terms, Conditions and Requirements

Consultants shall familiarize themselves with the full contents of this RFP and all conditions which affect their proposal or ability to complete the contract. Once a proposal has been submitted, the Consultant's failure to have read and understand all the conditions, instructions and specifications of this Request for Proposals shall not be cause to alter the terms of the contract or bid.

No Collusion

The Consultant must disclose any person, firm or entity that has an interest in this contract, including sub-Consultants. If at any time it shall be found that Consultant has colluded with any other person, firm, or corporation in procuring this Contract, then Consultant shall be liable to the UOBWA for all loss or damage that the UOBWA may suffer thereby, and this Contract shall, at the UOBWA's option, be null and void.

Defaulted Consultants

The UOBWA will not award a contract to any person or entity that has breached or failed to perform under any contract with the UOBWA or which owes any debt to the UOBWA.

SECTION III DETAILED SPECIFICATIONS

SCOPE OF SERVICES

I. Introduction

The UOBWA is seeking proposals to develop a Risk and Resilience Assessment and corresponding Emergency Response Plan in compliance with the American Water Infrastructure Act (AWIA) (S.3021, Law 115-270). Per Section 2013 of Title II, the AWIA requires utilities to conduct a Risk and Resilience Assessment (RRA) of their community water systems and develop a corresponding Emergency Response Plan (ERP). Upon completion of the RRA and the ERP, the utility is to submit self-certification to the U.S. Environmental Protection Agency (USEPA) showing compliance with each portion of the federal mandate.

II. Deadlines*

Risk & Resilience Assessment	Emergency Response Plan
June 30, 2021	December 27, 2021

*ERP certifications are due six months from submittal of the risk assessment certification. The date shown above is based on a utility submitting a risk assessment certification on the final due date. Consultant shall be responsible for liquidated damages if all work is not timely completed.

III. Background

The UOBWA operates the Bear Creek Regional Reservoir and Treatment Plant Facility in Bogart Georgia. Barrow, Clarke, Jackson, and Oconee Counties in Northeast Georgia are among the fastest growing in the nation. In a model of cooperation, leaders of these four counties joined forces to construct a reservoir and accompanying treatment plant. Their efforts, recognized on the state and federal levels, are critical to providing a water supply to meet existing and future needs. The Bear Creek Reservoir includes some 505 acres and has a storage volume of five billion gallons. The treatment plant currently has a capacity of 21 million gallons per day (MGD) and may be expanded in the future to 42 MGD. Treated water is provided to Barrow, Jackson, and Oconee Counties, while Clarke County receives raw water for processing at its existing facilities.

The Authority contracts with the firm of Jacobs Engineering Group Inc. for management of the Bear Creek Reservoir and Treatment Plant. Authority administration is facilitated by staff of the Northeast Georgia Regional Commission.

The Upper Oconee Basin Water Authority is governed by a nine-member Board, with a total of six votes which is derived as follows. The Chief Elected Official of each of the four member counties is a member and has a full vote. An additional member is appointed from each

county, and these four individuals have a proportional vote that collectively totals one vote. In addition, the members of the Authority appoint an at-large member who has a full vote.

IV. Information Required

- General statement of the understanding of the scope;
- An approach to the work and ability to meet the strict timeline;
- The experience of the Consultant's proposed project manager and key individuals;
- A proposed task list and level of effort for each task;
- Approach to managing and completing the project
- References for previous AWIA or AWIA-related efforts; and
- Approach to communicating with UOBWA.

V. Scope of Work

The Consultant will conduct a new Risk and Resilience Assessment (RRA) in accordance with AWIA Section 2013 and develop an Emergency Response Plan (ERP) that incorporates the findings from the RRA.

At the completion of the RRA, the Consultant shall provide the RRA and recommendations report and prepare an RRA certification for submission to the EPA.

The selected Consultant will be required to provide the following services:

- Subject Matter Expertise
- Data Collection
- Conduct Risk and Resilience Assessment
- Develop an Emergency Response Plan
- Executive Management/Board Presentations

PHASE 1

Task 1 – Data Collection and Gap Analysis

The Consultant shall assess the UOBWA's potential compliance with the AWIA requirements based on current documents, policies, plans, procedures, and assessments it already has in place. This should include a method to indicate to what degree those current concepts meet the AWIA compliance, including completeness, currency (less than 5 years old), intent, etc.

The Consultant is expected to follow all current regulations of the EPA, as well as supporting guidance documents provided by the American Water Works Association including the following: AWWA G300, AWWA G430, AWWA G440, AWWA J100, AWWA M19, etc. The

Consultant shall continuously check with the EPA for any AWIA changes to the RRA and ERP requirements.

Task 2 – Conduct and Develop Risk and Resilience Assessment (RRA)

The Consultant shall conduct a UOBWA-wide all-hazard Risk and Resilience Assessment (RRA) limited to facilities owned/operated by UOBWA, which follows the guidelines given in Section 2013 of America’s Water Infrastructure Act, which amended Section 1433 of the Safe Drinking Water Act. RRA shall not extend beyond the sales delivery/metering points to member-government’s systems. Tasks should include, but are not limited to:

1. Risk and Resilience Assessment including the assessment of:
 - a. The risk to the system from malevolent acts and natural hazards (i.e. all hazards);
 - b. The resilience of water facility infrastructure (including pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer or other automated systems (including the security of such systems) utilized by the system;
 - c. Monitoring practices of the system;
 - d. The financial infrastructure of the system (e.g., billing systems);
 - e. Use, storage, or handling of various chemicals by the system;
 - f. Operation and maintenance of the system;
 - g. Unintentional human-caused risks, such as hazardous chemical spills, incorrect system operation, critical component failure, etc.; and
 - h. Dependency hazards, to include utility interruptions (including power outages, communications outages), supply chain, employee staffing issues (illness, strike), customers, transportation, proximity, etc.
2. Evaluation of capital and operational needs for risk and resilience management for the system. The Consultant shall coordinate with the team that is responsible for the UOBWA Capital Improvement and Facilities Plan.
3. Recommendation report.
4. Prepare required certification to be sent to EPA to verify that the UOBWA has conducted an assessment encompassing the requirement of the RRA.
5. Additional tasks deemed necessary by the Consultant.
6. Additionally, in an effort to keep the UOBWA’s ERP focused on response concepts, the following sections of AWIA SEC. 2013 “(b) Emergency Response Plan” should be incorporated into Task 2:
 - a. “strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system”;

- b. “actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers”; and
- c. “strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.”

The following reference documents may be considered by the Consultant during the RRA and ERP process. Consultant is expected to determine appropriate minimal reference documents necessary to conform with AWIA requirements. Consultant may consider using the following information. The list is not meant to be all-inclusive and the Consultant should identify what primary materials and reference documents they will utilize:

- AWWA M19. Emergency Planning for Water and Wastewater Utilities, Fifth Edition. 2018
- ANSI/AWWA G440-17. Emergency Preparedness Practices. 2017
- AWWA Process Control System Security Guidance for the Water Sector. 2017
- ANSI/AWWA J100-10 (R13). Risk and Resilience Management of Water and Wastewater Systems (RAMCAP). 2013.
- ANSI/AWWA G430-14. Security Practices for Operation and Management. 32104
- AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual. 2008.
- AWWA Utilities Helping Utilities: An Action Plan for Mutual Aid and Assistance Networks for Water and Wastewater Utilities. 2006.
- National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity. 2018.
- NIST Special Publication 800-82 Rev 2, Guide to Industrial Control Systems (ICS) Security. 2015.
- NIST Special Publication 800-184, Guide for Cybersecurity Event Recovery. 2016.
- ANSI/ISA-62443-2-1 (99.02.01). Security for Industrial Automation and Control Systems: Establishing an Industrial Automation and Control Systems Security Program. 2009.
- FEMA Local Mitigation Planning Handbook. 2013.
- FEMA Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101. 2010.
- Emergency Response Plans prepared previously for UOBWA and UOBWA member-governments.

The above documents are meant to be for reference only. The UOBWA may or may not adhere to these reference documents as pertinent to the UOBWA business.

PHASE 2

Task 3 – Develop/Update Emergency Response Plan

Develop/update an Emergency Response Plan, which incorporates findings from Task 2 above. The ERP should include, but is not limited to, the following:

1. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of UOBWA's system to deliver an adequate supply of safe drinking water; and
2. Actions, procedures, and equipment which can be obviated or significantly lessen the impact of a malevolent act or natural hazard in the public health and safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers.

VI. Additional Work

The Consultant is encouraged in its proposal to identify any additional work that is not specified in this Scope of Work that is, in its opinion necessary or of benefit to complete the Project as defined herein. If identified, this Additional Work must be included and separated out in the Consultant's Proposal and Fee Schedule.

VII. Value-Added Work

The Consultant is encouraged to identify any additional work, not identified in this Scope of Work that would be of benefit to complete the Project as defined and can be provided as part of the proposal at no additional cost to the UOBWA.

Note that UOBWA may be working with other Consultants on similar but related efforts during the project period, in particular, in the area of cybersecurity. The selected Consultant is expected to work professionally and positively with UOBWA and other vendors representing the UOBWA.

VIII. Project Approach

Explain in detail how the Consultant will accomplish the items specified in each task of the Scope of Work. Include in the project approach description:

- Which assessment tools, systems, and guidance documents will be used;
- Expected resources and/or documentation to be provided by the UOBWA ;
- Meetings, workshops or training proposed to accomplish tasks; and;

- The estimated amount of time to complete phases and tasks.

Risk and Resiliency Analysis for various aspects of the RRA can be completed utilizing guidance documents, crosswalks, excel sheets, computerized analysis tools, etc. The Consultant should include in their Project Approach which analysis tools they propose should be used for each area of analysis identified in Task 2 in the Scope of Work. Any documents, analyses, calculations, etc. shall become the property of the UOBWA. If there is a fee or license associated with any of the tools proposed, the Consultant should note the cost of those tools, including if the cost is a one time, annual or otherwise reoccurring fee. The Project Manager will work with the selected Consultant to review the proposed tools and approve the final methods during the agreement negotiation. In general, UOBWA prefers open platforms and software that is not proprietary to the proposer.

With regard to any software proposed to be used for data collection, analysis and maintenance of risk and vulnerability assessments, the Consultant shall keep in mind the intended goal is for the UOBWA to be able to independently update and maintain its RRA and ERP on a 5-year basis. If it is agreed to utilize software, the following shall apply:

1. The Consultant shall use and maintain the selected software for data collection in accordance with the standards included in this RFP.
2. The Consultant shall provide all copies, licenses, and data for the selected software to the UOBWA at the conclusion of the project. (All software licenses should be in the UOBWA's name)
3. No copies of purchased licenses, software or data shall be retained by the Consultant without prior written permission from the UOBWA.

IX. Consultant Minimum Qualifications

The Consultant must possess the minimum qualifications stated below. Include information in the proposal to substantiate:

1. Experience performing services similar in nature to those requested in this RFP with water utilities in the United States, preferably in Georgia.
2. Experience should include demonstrated competency in each area identified in the Scope of Work, including, but not limited to, knowledge of and documented project experience with:
 - a. Industry practices for enhancing emergency preparedness and resiliency of water utilities, including the standards listed in the Scope of Work.
 - b. Use of various risk assessment tools in conducting water utility risk assessment (e.g., Program to Assist Risk and Resilience Examination (PARRE), Vulnerability Self-Assessment Tool (VSAT), AWWA Cybersecurity Guidance & Use Case Tool).

- c. A broad range of water utility physical, operational, fiscal and cyber vulnerability assessments and risk mitigation experience. Experience with physical security at treatment facilities is essential.
 - d. The Consultant must have working knowledge and experience with typical government business computer/communications and SCADA systems and understanding of cybersecurity for water facilities.
 3. The Consultant must provide a sufficient number of qualified personnel to perform the Scope of Work within the required timeline.
 4. Certification through the AWWA's Risk and Resilience Certificate Program is desirable but not required.

X. Proposal Requirements

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall include the following items and organized as follows.

1. Letter of Transmittal. Describe your Consultant or team's interest and commitment to providing consulting services for the UOBWA. An officer of the Consultant who is authorized to contractually bind the Consultant and to negotiate a contract with the UOBWA shall sign the letter. Provide the name, title, address, email, and telephone number of this officer.
2. Table of Contents. Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.
3. Work Plan and Approach. Discuss your Consultant's understanding of the Scope of Services to be performed. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project.
4. Key Personnel Background. Name, position, a summary of qualifications, resumes, related experience and proposed responsibilities of project manager and key personnel.
5. Team Experience. Listing of water or utility infrastructure assessments, emergency response plans or related studies performed within the last 5 years. Include the following information:
 - a. Clients name, point of Contact, addresses, and telephone numbers.
 - b. Description of study and year of completion.
 - c. Key personnel involved
 - d. Whether or not the work was directly pursuant to AWIA RRA and/or ERP requirements.
6. References. Provide at least three (3) references (name, company title, address, email, and telephone number)
7. Manpower Allocation. The Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the

scope of services. This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.

8. Cost. In a separate sealed envelope provide a complete summary of the estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs, including travel or other direct costs for the Scope of Services to be performed.

XI. Proposal Submission

Proposals are requested from qualified Consultants to furnish professional services pertinent to the project's scope outlined above. Please mail or drop-off your sealed proposal (8 copies) and sealed cost proposal, including electronic copies of all documents in PDF format on a thumb drive or CD to: Burke Walker, Northeast Georgia Regional Commission, 305 Research Drive, Athens, GA 30605-2795. Delivered Proposals will be accepted between Monday through Friday, 9:00 a.m. to 4:30 p.m., and until 3:00 p.m. local time on September 17th, 2020.

Following the review of the Proposals by the UOBWA, Consultants may be contacted for additional information or to participate in an interview process.

XII. General Evaluation Criteria

This Request for Proposal is only a solicitation for information. The UOBWA is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of proposals and interviews. Proposals received after the deadline will be disqualified from consideration. The UOBWA reserves the right to reject any and all proposals and to interview Consultants which, in the UOBWA's judgment, will best meet the UOBWA needs. Proposals will be evaluated based on, but not limited to, the following general criteria:

- Experience in dealing with moderate and complex governmental projects.
- A demonstrated understanding of the requirements of this project
- Project approach and schedule
- Qualifications and expertise of the Consultant and key personnel assigned to the project and their proven ability to efficiently complete similar projects
- Comments and opinions of references
- The Consultant possesses resources required to complete the project
- Clarity, conscientiousness, and organization of the proposal
- Familiarity with service area
- Cost of Services

XIII. Rights of Review

The UOBWA reserves the right to reject any or all quotes or to request additional information from any or all applicants as determined to be in the best interest of the UOBWA.

XIV. Contract Execution

The Consultant chosen will be required to enter into a contract with the UOBWA for the proposed work prior to the commencement of any work. The Consultant chosen will also be required to provide a certificate of insurance demonstrating compliance with the minimum insurance requirements.

The UOBWA will negotiate the terms of compensation for the agreed scope of professional services associated with this request for proposal. If the UOBWA and Consultant are unable to agree upon the contract, the UOBWA reserves the right to discontinue negotiations, select another Consultant or reject proposals. Upon completion of negotiations agreeable to the UOBWA and the Consultant, a contract shall be executed.

Should you have any questions about the Evaluation Criteria, please contact the project contact, Burke Walker at frontdesk@negrc.org. All inquiries regarding evaluation criteria must be submitted by email and must be received by September 17th, 2020. Please, no telephone inquiries.

XV. Contract Award

Upon successful responses and reference verification, a recommendation by the UOBWA joint Engineering/Operations committee to the UOBWA Board will be made to authorize the award of the contract to the selected Consultant.

The UOBWA joint Engineering/Operations Committee intends to propose their selection at the September 23rd, 2020 board meeting. Upon the approval of the contract, the selected Consultant will be able to begin work as soon as feasibly possible.

SECTION IV PROPOSAL FORM

This Proposal is offered for acceptance by the UOBWA within sixty (60) calendar days from the date of opening. The Proposer has read and agrees to all terms and conditions of this RFP for the Development of a Risk and Resilience Assessment/Emergency Response Plan for the UOBWA for the sum of:

F E E S C H E D U L E

Phase I – Task 1	35%	\$ _____
Phase I – Task 2	30%	\$ _____
Phase II – Task 3	35%	\$ _____
Total Fee:		\$ _____

Submit summary of the estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs, including travel for the Scope of Services to be performed on an attached page.

Company Name _____

By: _____
(Signature)

Printed Name _____

Title _____

Email _____

Company Address _____

Date of Proposal _____

Telephone # _____

SECTION V ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The Consultant is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this Proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the Assumed Name is _____.

C. Partnership:

The Consultant is a Partnership which operates under the name _____.

The following are the names, addresses and signatures of all partners:

Signature	Signature

(Attach additional sheets if necessary.) If so, check here _____.

D. Affiliates: The name and address of any affiliated entity of the business, including a description

of the affiliation: _____

Signature of Owner

SECTION VII SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2020, between the Upper Oconee Basin Water Authority, (hereinafter referred to as the "UOBWA"), and _____, a _____ corporation/limited liability company authorized to conduct business in the State of Georgia (hereinafter referred to as the "Consultant").

RECITAL

WHEREAS, the UOBWA intends to have professional services performed by Consultant pursuant to Consultant's Proposal dated _____, attached hereto and incorporated herein by reference (hereinafter referred to as "Consultant's Proposal"), to the UOBWA's Request for Proposals dated _____, incorporated herein by reference as though fully set forth (hereinafter referred to as the "RFP"), and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITAL INCORPORATED.

The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT.

2.1. The Project consists of professional engineering services, as more completely described in the Consultant's proposal (hereinafter referred to as the "Services") and the UOBWA's RFP. After written authorization by the UOBWA, the Consultant shall provide the Services for the Project. The UOBWA shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the UOBWA all reports, documents, data, and information set forth in the Project. The UOBWA shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement or the UOBWA's Request for Proposals, this Agreement and/or the UOBWA's Request for Proposals shall control to the extent of such conflict.

2.4. UOBWA Authorized Representative. The UOBWA's Authorized Agent, the Executive Director of the Northeast Georgia Regional Commission, shall be deemed the UOBWA's authorized representative, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the UOBWA and with the effect of binding the UOBWA as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the UOBWA as having been properly and legally given by the UOBWA.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates _____ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The UOBWA is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant.

2.6. The Consultant shall be an independent Consultant to the UOBWA. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the UOBWA's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

2.7. Time is of the essences in this Agreement. The Consultant shall complete the Services within the deadlines set forth in the RFP. Because the UOBWA's damages associated with the failure of Consultant to timely complete its Services are difficult to ascertain, in addition to all other damages recoverable by law, the UOBWA shall recover from Consultant liquidated damages of \$500.00/day for every day that Consultant is late in completing its performance of any of the Services. The Parties acknowledge and agree that these liquidated damages are not intended as a penalty but are a good faith estimation of the UOBWA's anticipated damages.

3. COMPENSATION FOR SERVICES.

3.1. The UOBWA shall compensate the Consultant for the Services in an amount not to exceed \$_____. The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the UOBWA of a pay request/invoice from the Consultant.

3.2. The UOBWA may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such

changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the UOBWA.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the UOBWA an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the UOBWA's rights or remedies, the UOBWA shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the UOBWA for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the UOBWA, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the UOBWA's remedies set forth in this Agreement. The UOBWA must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The UOBWA shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the UOBWA. The UOBWA shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the UOBWA and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the UOBWA, which acceptance shall not be unreasonably

withheld or delayed. As soon as practicable after final acceptance, the UOBWA shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the UOBWA of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its services pursuant to Section 3.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The UOBWA may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar days written notice pursuant to Section 17 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the UOBWA shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the UOBWA and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorneys' fees and court costs (hereinafter referred to as "Claims") which may accrue against the UOBWA and its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the UOBWA or its officers, officials, agents, employees and volunteers.

6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the UOBWA before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional

liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Georgia and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the UOBWA. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the UOBWA and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) Commercial General Liability:
 - i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
 - ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
 - iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

- (B) Professional Liability:
 - i. Per Claim/Aggregate \$2,000,000.00
 - ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

- (C) Workers' Compensation:
 - i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Georgia, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- (D) Comprehensive Automobile Liability:
 - i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
 - ii. Limits: Combined Single Limit \$1,000,000.00

- (E) The UOBWA and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the UOBWA, its officers, employees, and volunteers.

6.3. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the UOBWA and its officers, officials, agents, employees and volunteers as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the UOBWA and its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The UOBWA and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the UOBWA nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the UOBWA and the Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant nor the UOBWA shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies. Notwithstanding the foregoing, the coronavirus shall not be considered as a legitimate excuse for a delay pursuant to this paragraph.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the UOBWA and the authorized representative of the Consultant.

10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The UOBWA's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the UOBWA notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the UOBWA's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the UOBWA's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the UOBWA, or by actual hand delivery of written notice by the UOBWA to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subconsultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement (“Documents”) shall be and remain the property of the UOBWA upon completion of the project and payment to the Consultant of all amounts then due under this Agreement. At the UOBWA’s request, or upon termination of this Agreement, the Documents shall be delivered promptly to the UOBWA. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the UOBWA shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant’s Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the UOBWA of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The UOBWA shall have ninety (90) days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the UOBWA, at the UOBWA’s expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the UOBWA and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the UOBWA and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the UOBWA for recovery of any funds paid by the UOBWA under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the UOBWA’s review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the UOBWA, at its sole discretion, may determine that such Services conflict with a service to be provided to the UOBWA by Consultant, and the UOBWA may select another civil engineer to provide such Services as the UOBWA deems appropriate.

14. THE UOBWA'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to complete, or has delayed in the completion of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has failed to reasonably commence to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the UOBWA shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The UOBWA may require the Consultant, within such reasonable time as may be fixed by the UOBWA, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The UOBWA may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The UOBWA may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The UOBWA may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the UOBWA as the result of any Event of Default or as a result of actions taken by the UOBWA in response to any Event of Default; or

14.1.5. The UOBWA may recover any damages suffered by the UOBWA as a result of the Consultant's Event of Default.

15. ENTIRE AGREEMENT.

15.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

16. GOVERNING LAW AND VENUE.

16.1. This Agreement shall be governed by the laws of the State of Georgia both as to interpretation and performance.

16.2. Venue for any action brought pursuant to this Agreement shall be in the Superior Court of Jackson County, Georgia. The prevailing party shall be entitled to recover its attorneys' fees and costs in any litigation arising out of this Agreement.

17. NOTICE.

17.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated herein.

17.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18. BINDING AUTHORITY.

18.1. The individuals executing this Agreement on behalf of the Consultant and the UOBWA represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

19. HEADINGS AND TITLES.

19.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

20. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

20.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

20.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

21. EFFECTIVE DATE.

21.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the UOBWA executes this Agreement as set forth below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

UOBWA

[full name of Consultant - capitalized]

By:
Its:

By:
Its:

Date: _____, 2020

Date: _____, 2020

ATTEST:

ATTEST:

By:
Its:

By:
Its:

Date: _____, 2020

Date: _____, 2020