

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 4F

Council Meeting Date: September 15, 2026

ITEM TITLE: **RESOLUTION**

INTRODUCED BY: **Mayor Andrew "FoFo" Gilich**

CONTACT PERSON: **Richard Weaver, Chief Administrative Officer**

Christy LeBatard, Director of Public Works

SUMMARY EXPLANATION:

Resolution authorizing entry into a contract with H2O Innovation Operation & Maintenance, LLC for the operation and maintenance of the water and sewer systems of the City of Biloxi.

Resolution ✓ Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract ✓ Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Contract
Exhibit B: Standard Addendum
Exhibit C: Standard Addendum

Submittal Authorization: Council President _____ Mayor ✓

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Gray	_____	_____	_____	_____	Tisdale	_____	_____	_____	_____
	Marshall	_____	_____	_____	_____	Glavan	_____	_____	_____	_____
	Nail	_____	_____	_____	_____	Shoemaker	_____	_____	_____	_____
	Creel	_____	_____	_____	_____					

ACTION TAKEN:

091526xcon

Resolution No. _____

RESOLUTION AUTHORIZING ENTRY INTO A CONTRACT WITH H2O INNOVATION
OPERATION & MAINTENANCE, LLC FOR THE OPERATION AND MAINTENANCE OF
THE WATER AND SEWER SYSTEMS OF THE CITY OF BILOXI

WHEREAS, Mississippi Code, of 1972, as amended, §27-27-7(2) authorizes governing authorities the power to contract with any person for the maintenance and operation of waterworks for a term not exceeding twenty-five years;

WHEREAS, the Public Works Department has identified a need to contract with a qualified third-party provider to perform the operation and maintenance (O&M) of the City's water and sewer systems, including utility billing;

WHEREAS, contracting such services will provide the City with access to specialized personnel, technical expertise, equipment and resources necessary to effectively operate and maintain the water and sewer systems while continuing to meet the applicable regulatory requirements and provide a high level of service to the citizens of Biloxi;

WHEREAS, therefore, in accordance with Mississippi Code of 1972, as amended, §31-7-13 et seq the city advertised a Request for Proposals (RFP) for the O&M of the water and sewer systems;

WHEREAS, Mississippi Code of 1972, as amended §17-25-25, authorizes a municipality to sell or otherwise dispose of personal property and equipment, when such property has ceased to be used for public purposes;

WHEREAS, the RFP identified such personal property and equipment, and required firms to submit a proposed purchase price for said equipment and personal property as a component of the procurement and required for subsequent execution of a contract for the O&M;

WHEREAS, on July 15, 2026, the City received a proposal from one firm: H2O Innovation

Operation & Maintenance, LLC (H20), bid tab attached as Appendix A;

WHEREAS, upon review of the options submitted by H20, it has been determined to be in the best interest of the City to accept Option Two (2) for the O&M in the amount of \$3,861,600 per year along with the Add Alternate One (1) for Utility Billing in the amount of \$387,600 per year for a total annual contract amount of \$4,249,200, billed monthly;

WHEREAS, the selection of Option Two (2) requires H20 to purchase surplus city equipment and personal property for \$1,186,000; and

WHEREAS, this contract will be funded with water and sewer enterprise funds as a part of the Water and Sewer Division annual budget.

WHEREAS, it is the recommendation of Christy LeBatard, Director of Public Works, that the City enter into a contract with H20, Appendix "B", for the O&M and Utility Billing Operations of the water and sewer systems in the City of Biloxi for the total value of \$4,249,200; and

WHEREAS, it is the recommendation of Christy LeBatard, Director of Public Works to declare the equipment and personal property listed in the contract as surplus and authorize the sale of said equipment and personal property to H20 under the contract.

NOW, THEREFORE, BE RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor is hereby authorized to accept and execute, on behalf of the City of Biloxi, the Contract for the Operations and Maintenance of the Water and Sewer Division, attached hereto as Exhibit "B" with H20 Innovation Operation and Maintenance, LLC, and the City's Standard Addendum to Contracts, attached hereto as Exhibit "C".

SECTION THREE: The equipment and personal property listed in the contract, attached hereto as Exhibit "B" is hereby declared surplus and authorized to sell to H20 under the contract.

SECTION FIVE: This resolution shall take effect and be in force from and after adoption.

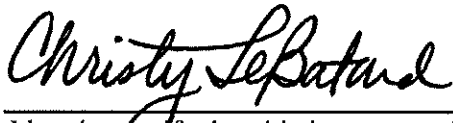
BID TABULATION
 OPERATION & MAINTENANCE OF WATER AND SEWER SYSTEMS
 RECEIVED JULY 15, 2026

- Option 1 - Use the City's vehicles and equipment
 Option 2 - Purchase the City's vehicles and equipment
 Option 3 - City keeps their vehicles and equipment and H2O purchases their own

H2O Innovation Operation & Maintenance, LLC

	Option 1		Option 2		Option 3
Base Bid	\$2,680,800		\$3,861,600		\$4,665,600
Alt. 1 - Billing	\$387,600		\$387,600		\$387,600
	\$3,068,400		\$4,249,200		\$5,053,200

Equipment Purchase NA \$1,186,000 NA
 (one time payment back to city)



 I hereby certify that this is a true and correct tabulation of all bids received for this project.

STATE OF MISSISSIPPI
CITY OF BILOXI

2026

**PROFESSIONAL SERVICES CONTRACT
FOR THE OPERATIONS AND MAINTENANCE OF
THE WATER AND SEWER DIVISION**

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**") is entered into by and between the CITY OF BILOXI, MISSISSIPPI ("**CITY**" or "**CITY**") and H2O INNOVATION OPERATION & MAINTENANCE, LLC ("**OPERATOR**") on the day and date(s) hereinafter signed and executed for the purposes and according to the conditions hereinafter specified.

WITNESSETH THAT:

WHEREAS, the CITY of Biloxi, Mississippi, is a Municipal Corporation and body politic organized and existing according to the laws of the State of Mississippi, governed according to the Mayor/Council Form of Government by its duly elected Mayor and CITY Council ("**Governing Authority**"); and

WHEREAS, OPERATOR, is a corporation organized and existing according to the laws of the State of Georgia, and legally and officially authorized to do business in the State of Mississippi; and

WHEREAS, the CITY owns, controls and performs maintenance and repairs of its Systems (as defined below) within the CITY, and

WHEREAS, OPERATOR is a corporation that performs professional utility services for Government Agencies; and desires to contract to furnish and provide professional services to operate and maintain the System, and the CITY desires for OPERATOR to provide said services under this Contract.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, obligations and benefits between the parties as herein set forth, and the promise by the CITY to pay for the professional services to be performed as herein set forth, and by OPERATOR to furnish and provide professional services to operate and maintain the System for the CITY as herein provided, CITY and OPERATOR hereby covenant and agree to the following terms and conditions, as follows:

ARTICLE I. – DEFINITIONS

As used in this Contract, the following words and phrases are defined as follows:

Section 1.01 **"Project"** means all grounds and facilities described in Appendix "A" hereto, and which shall be updated by from time to time, and where appropriate., "Project" shall also include the Systems, and other systems, or parts thereof, and shall include the management, operations and maintenance of such.

Section 1.02 **"Capital Expenditures"** means any expenditures for the purchase of new equipment, vehicles, or facility additions, fixtures, furnishings, or items to remain with the facility, or Systems repairs that shall significantly extend facility or Systems life; and, or expenditures that are planned, non-routine or budgeted by CITY.

Section 1.03 **"Labor and Benefits"** costs are defined as a cost category for salaries, group medical and dental insurance, worker's compensation, vacation, sick leave, comp. time and military leave benefits, social security, bonuses, and 401(K) plan (or other applicable retirement, pension or annuity plan) costs for employees, and is generally known as the "compensation and benefit package".

Section 1.04 **"Administrative Costs"** is defined to include audit and accounting fees, insurance, interest expense, depreciation, state fees, recycling fees, curbside fees, landfill fees and ad valorem tax.

Section 1.05 **"OPERATOR Direct Costs"** is defined to include supplies, costs for advertising, non-specific engineering support costs included, but not limited to uniforms, traffic control devices and personal protective equipment, postage, office supplies, training, long distance telephone service, and travel expense of employees.

Section 1.06 **"Maintenance"** means the cost of routine, and/or repetitive activities required or recommended by the equipment or facility manufacturer, or OPERATOR, or required by CITY to be scheduled to maximize the service life of the CITY's equipment, vehicles and facilities.

Section 1.07 **"Repairs"** is defined as the cost of those activities required for operational continuity, safety and performance generally resulting from or to avert failure or accident of facilities or a component thereof.

Section 1.08 **"Operating Supplies"** is defined as supplies required to complete CITY of Biloxi business including office supplies.

Section 1.09 **"Systems"** is defined to mean the Water and Sewer System owned by the CITY of Biloxi, Mississippi and all parts that constitute and/or comprise such systems thereof, as well as all other Systems that fall within the scope or ambit of this Contract and all parts that constitute and/or comprise such systems thereof.

Section 1.10 **"Commencement Date"** means October 1, 2026.

ARTICLE II. - VEHICLES AND EQUIPMENT; CAPITAL EXPENDITURES / IMPROVEMENTS

Section 2.01 Planning for Capital Expenditures. OPERATOR shall cooperate and coordinate with CITY according to CITY's timelines in furnishing of data and justification for budgeting for capital expenditures, giving recognition to the CITY's budget restrictions, and shall make its best effort to enable CITY to conform to the budget pertaining to capital expenditures, except where additional capital expenditures are required in the case of emergency or Force Majeure.

Section 2.02 Vehicles, Machinery, Equipment and Tools Owned by OPERATOR. OPERATOR shall use whatever vehicles, machinery, equipment and tools are determined by OPERATOR to be needed and necessary for it to perform and provide services under this Contract, with such vehicles, machinery, equipment, and tools to be owned or leased by OPERATOR and under OPERATOR's control at all times and OPERATOR shall retain sole control and possession thereof, regardless of effect of this Contract or the contractual relationship of the parties. It is acknowledged and agreed that such equipment shall include, but not be limited to, Vehicles, tools, heavy and light equipment, office computers, laptops, printers, paper, pens, pencils, staples, paper clips, telephones, network cables, copiers, and all services needed or necessary for installation, servicing, operation, and maintenance of the same, as may be needed or necessary by OPERATOR to perform and provide services under this Contract. CITY shall have no responsibility for maintenance, service, repairs or insurance coverage of such vehicles, machinery, equipment and tools. CITY shall also not be responsible for capital expenditures for any property owned by OPERATOR. OPERATOR shall provide personal protection equipment for individual use, including but not limited to hardhats, boots, raingear, uniform expenses (including laundry service for uniforms and CITY's Director of Public Works shall approve uniforms), safety vests, ear plugs, sunscreen and medical supplies, and the like. OPERATOR shall provide all traffic control devices including, but not limited to barrels, cones, signage and barricades. OPERATOR shall further provide at its expense all equipment necessary to provide and perform under this Contract, with the exception of what may otherwise be specifically noted in this Section. It is

further acknowledged by OPERATOR that OPERATOR shall provide at its own expense all radios, cell phones, office supplies, computers, and the like, in connection with the carrying out of its duties and obligations and to perform under this Contract. OPERATOR shall have normal access to and can utilize as part of its performance under this Contract the software programs owned or licensed by the CITY associated with the provision of professional services to the CITY hereunder. OPERATOR shall assign all its employees e-mail addresses that can be readily utilized by CITY in connection with communications, work, and services under this Contract.

Section 2.03 Special Use by CITY. As part of this Contract and the consideration herein, OPERATOR shall allow CITY to use vehicles, machinery, equipment and tools owned by OPERATOR should the Contract be terminated for cause or if the OPERATOR files for bankruptcy, for a time period of up to thirty (30) days following the date thereof and OPERATOR acknowledges that the CITY thereupon will have an independent appraisal of all equipment the CITY wishes to purchase from the OPERATOR. OPERATOR will review the appraisal and if not in agreement with such, shall have a second independent appraisal performed. CITY and OPERATOR shall negotiate a fair market value of the equipment, or in the event no agreement can be made, the OPERATOR shall retain all or part of the equipment and may sell all or part of the equipment at the OPERATOR's discretion. Without waiving or limiting any of its immunities or defenses and upon proper adjudication, CITY would be responsible for any liability or claims of liability resulting from its special use by CITY of the vehicles, machinery, equipment and tools owned by OPERATOR under this Section.

Section 2.04 Use and Ownership of Facilities. As part of this Contract and the consideration herein, CITY shall provide OPERATOR as its contract agent use of existing administrative offices, office furniture, office equipment, warehouse, parking lot, and yard space within the present Public Works and Billing facilities and premises, as reasonably required for OPERATOR to execute its duties and provide services to the CITY under this Contract. Such use shall be specifically limited for that required or permitted under the Contract and for CITY's benefit only. The facilities provided to OPERATOR according to this section are (or shall be) specifically identified under Appendix "A" annexed hereto. The CITY shall retain such facilities and/or the partial use of facilities, furnishings and office equipment identified as required for the Public Works Director and his staff, and for the operation of services that shall continue to be provided by the CITY through its Public Works and Engineering Departments that are not hereby assigned to OPERATOR under this Contract.

Section 2.05 **Restriction on Use of CITY Facilities;** All facilities and property owned by or belonging to CITY and utilized by OPERATOR under this Contract shall be used by OPERATOR and its employees exclusively and solely in the work of the Systems under the scope of this Contract, and for no other work or use by OPERATOR or its employees.

ARTICLE III. - SCOPE OF OPERATOR'S SERVICES

Section 3.01 **General**

The OPERATOR shall provide management, operational and maintenance services to operate and maintain the Systems in accordance with the scope of services set out in Appendix A attached hereto (the "**Services**").

Section 3.02 **Benchmark Performance Standards for Water System Services and Maintenance.**

- A. **Water Requests for Services and Associated Operation and Maintenance.** OPERATOR shall comply with certain "benchmark" performance standards for quality, production and response time, where requests for services are received requiring work to be performed for water system maintenance, repairs, or improvements under Section 3.02 above. OPERATOR shall additionally comply with "benchmark" performance standards associated with water meter reading and associated services. The Criteria for Benchmark Standards for water system services requested and associated operation and maintenance are specified on Appendix "D" annexed hereto as a material part of this Contract.
- B. **Routine Water System Operation and Maintenance.** OPERATOR shall comply with "benchmark" performance standards for quality, production and response time, in the systematic routine maintenance and repairs of water system components required under Section 3.02 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs, as well as operation and maintenance of these systems, are listed on Appendix "A", annexed hereto as a material part hereof.
- C. **Federal and State Requirements.** OPERATOR shall, in addition to any and all benchmark standards, operate and maintain the CITY's system in accordance and compliance with all regulations, standards, orders, and requirements of the Federal and State Governments and all agencies,

departments, and affiliates thereof, to include, but not be limited to, the Environmental Protection Agency and the Mississippi Department of Environmental Quality. Compliance with "benchmark" performance standards in this Contract shall not relieve OPERATOR from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.03 Benchmark Performance Standards for Sewer System Services and Maintenance.

- A. **Sewer System Service Requests.** OPERATOR shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received requiring work to be performed for sewer system maintenance, repairs, or improvements under Section 3.02 above. The Criteria for Benchmark Standards for sanitary sewer system collection services are specified on Appendix "D" annexed hereto as a material part of this Contract.
- B. **Routine Sewer System Maintenance and Repairs.** OPERATOR shall comply with certain "benchmark" performance standards for quality, production and routine response for the systematic routine maintenance and repairs of the sanitary sewer collection system under Section 3.02 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are specified on Appendix "D" annexed hereto as a material part of this Contract.
- C. **Federal and State Requirements.** OPERATOR shall, in addition to any and all benchmark standards, operate and maintain the CITY's system in accordance and compliance with all regulations, standards, orders, and requirements of the Federal and State Governments and all agencies, departments, and affiliates thereof, to include, but not be limited to, the Environmental Protection Agency and the Mississippi Department of Environmental Quality. Compliance with "benchmark" performance standards in this Contract shall not relieve OPERATOR from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.04 Call Center Services; Service Requests. It is acknowledged that the City currently operates a Call Center through which service requests may be received by telephone, mobile application, email or other available communication channels and recorded in the City's B-connect system, or

any successor or similar system used by the City from time to time. The City's operation of the Call Center and its receipt and creation of service requests shall not relieve the Operator of its obligations under this Contract to answer calls, receive and respond to service requests, and timely address and resolve matters within the Operator's responsibility.

Section 3.5 Meter Reading, Billing and Associated Services.

Meter reading and billing services are within the scope of this Contract and shall include, but not be limited to, the following:

- A. OPERATOR shall be responsible for installing, changing, repairing, replacing, overseeing, and maintaining infrastructure associated with the CITY's water system and the accurate reading of such meters, with such infrastructure to include, but not be limited to, water meters, registers, register heads, internal assemblies or calibration with wireless systems, etc.
- B. OPERATOR shall be responsible for any service/work order request from CITY for any type of meter maintenance issued at any time.
- C. OPERATOR shall be responsible for providing and inputting readings it obtains from meters into whatever system is utilized by the CITY in connection with its utility billing system.
- D. OPERATOR shall be responsible for conducting re-reads and inspections of water meters and related infrastructure as needed or necessary when the accuracy of the same is disputed or questioned by the CITY or its customers.
- E. OPERATOR shall provide such information or data as is found by the CITY to be necessary or needed in connection with the efficient and proper operation of the CITY's utility billing system and associated with the water meter system.
- F. OPERATOR shall cooperate with attending such meetings as are determined to be needed or necessary by CITY in connection with the efficient and proper operation of the CITY's utility billing system, to include, but not be limited to, meetings or administrative hearings related to disputed water bills or water meter readings.

- G. OPERATOR shall report any water meter maintenance issues to the CITY's Public Works Department Director or his designee for timely pursuing and completing all necessary remedial work associated with such issues.
- H. OPERATOR shall provide sufficient number of meter readers to effectively handle the demands of reads of bills, cut-offs, cut-ons, rereads, reconnects, and other like type needs that will be part of the daily routine of the CITY's water billing department.
- I. Meter readings shall be performed within the schedule designated or approved by the CITY but the actual hours worked by the OPERATOR in the performance of meter reading shall be at the OPERATOR's discretion, so long as the meter reading is performed within said schedule.
- J. The OPERATOR shall timely give to the CITY's Utility Billing Manager, or designee, all required records of water turn-ons and turn-offs and meter readings performed by the OPERATOR's personnel but not yet reported to the CITY.
- K. The OPERATOR or its employees are not authorized to collect, nor shall they collect any monies whatsoever from the CITY's utility customers for services performed or for payments on account. Each employee of the OPERATOR must minimally have the following meter reading equipment available to them at all times: a flat-head screwdriver; a key for large meters; a key for padlocks used for lock offs; a water pump; a shovel; a pick; blue paint; door hangers and etc.
- L. The OPERATOR shall insure that all its employees are properly trained, to the CITY's satisfaction, in the methods by which meters are to be read and the results recorded, and to insure the meters are read accurately and without damage to CITY property in accordance with schedules established or approved by the CITY. The OPERATOR shall further insure that its employees are properly trained, to the CITY's satisfaction, in the methods by which meters are to be read and the results recorded, and to insure the meters are read accurately and without damage to CITY or other property in accordance with the schedules established by the CITY.

- M. The accuracy for each meter reading and the reporting thereof shall be the responsibility of the OPERATOR and/or its personnel. Re-reads requested by the CITY shall be without compensation to the OPERATOR if the original read was in error or shall be subject to an assessment of a penalty hereunder at the discretion of the Public Works Director. If a meter is re-read and no error is found to have occurred, the OPERATOR shall be compensated accordingly under this Agreement.
- N. If a meter is obscured from vision due to water or dirt in the meter box, the OPERATOR and/or its personnel shall be required to pump out the water or dig out the dirt and obtain a reading. If a meter is unable to be found, due to it being covered by substantial debris, then the meter reader shall have the responsibility of leaving a door hanger at the location notifying the customer of such and reporting such failure to find the meter and the reason therefore on their report sheet. The meter reader shall also, at the same time, notify the CITY's Utility Billing Supervisor or equivalent official, or designee, of such condition.
- O. If the meter reader cannot obtain a meter reading for safety reasons (e.g., a dangerous animal in the area), the reader shall try to obtain the customers' assistance or leave a door hanger explaining when he/she will return to obtain a reading. If, upon returning, the animal is still loose and a reading cannot be obtained, the reader will leave another door hanger notifying the customer the reading will be estimated. The reader must keep a log of the addresses that have been left a hanger, the date the same were left, and the reasons the hangers was needed. The meter reader shall notify the CITY's Utility Billing Supervisor or equivalent official, or designee, of each such condition at the time of discovery of the same. In addition, the log shall be turned into the CITY's same official within the Utility Billing Office.
- P. The parties recognize that weather conditions may substantially affect the accessibility of CITY water meters. The CITY, in its sole discretion, shall have the authority to suspend meter reading for such periods of time deemed appropriate and reasonably necessary.
- Q. OPERATOR shall immediately notify CITY of all incidents and times when it could not obtain a reading of a meter as required and in accordance with the applicable schedule, with such notification to occur at the time each condition is discovered or incident arises.

- R. It is acknowledged and understood by OPERATOR that the accuracy of meter readings is of paramount importance to the CITY and its revenue collection processes and that CONTRACTOR shall endeavor to provide timely and accurate reads of meters to the CITY within applicable scheduling and timelines.
- S. OPERATOR shall provide billing services as currently provided by CITY staff. All billing services shall be performed in a timely manner in accordance with the current billing cycle in place by the CITY. CITY will continue to pay for the costs of all billing, including billing software, billing forms, envelopes, supplies and postage necessary to perform this service. OPERATOR shall work with the CITY to update any software to further enhance the billing process. Any additional software deemed necessary that the OPERATOR may have available may be incorporated into the process.

ARTICLE IV. - GENERAL OBLIGATIONS OF OPERATOR

In performing the Services herein required of OPERATOR, it is covenanted and agreed, as follows:

Section 4.01 Staff and Employees.

- A. OPERATOR shall hire, train, employ and supervise sufficient employees and management personnel to operate and manage the Project and perform the Services required under this Contract. It is agreed, however, that the employee staff shall include, but not be limited to, personnel identified in Appendix "F", with necessary qualification and training to perform the standards of work required for each said employee position. An organizational chart, a list of said Key and Essential positions, minimum compensation rates, educational requirements, and detailed job descriptions for the sewer and water maintenance portions of the Contract is annexed hereto as Appendix "F" and made a part hereof. The City Public Works Director shall approve a list of Key and Essential personnel. If additional personnel are needed to meet the requirements of this Contract, OPERATOR shall submit a separate list of those personnel and corresponding wage rates with Price Proposal. All employees shall be full-time.
- B. OPERATOR shall maintain the total number of positions as defined in Appendix "F". In the event a position becomes vacant, the OPERATOR

shall fill that position within fifteen (15) working days of the previous termination for non-Key and Essential positions, and thirty (30) working days for Key and Essential positions. OPERATOR shall supply CITY records of personnel status to substantiate staffing. OPERATOR shall reimburse the CITY of Biloxi at the minimum rate listed in Appendix "D" plus 50% per work day for each unfilled position once the allowable working days after termination has expired. The CITY shall deduct this amount from the monthly retainage and final pay application.

- C. OPERATOR shall assume sole responsibility for cost of labor and benefits of all employees required to operate the Systems. Said employees shall continue to be employees of OPERATOR and not the CITY.
- D. OPERATOR shall create Standard Operating Procedures (SOP's) for use by the Project staff. OPERATOR shall assist in the development and follow future SOP's as approved by the CITY.
- E. OPERATOR shall perform work planning and scheduling for the staff, including documentation of the completion of those work tasks. Monthly reports of progress shall be made available for inspection by the City's Public Works Director.
- F. OPERATOR shall develop an Emergency Response Plan for use by the Project Staff approved by the City of Public Works Director. This plan shall address Homeland Security, Mississippi Department of Environmental Quality and Mississippi Department of Health requirements including, but not limited to oil spills, sewer spills and water outages.
- G. Provide training, education and staff development as needed to maintain employees qualified and able to perform the work required by this Contract in a good, courteous and workmanlike manner. This training will include, but is not limited to, orientation, safety, continuing education, and monthly training. OPERATOR is responsible for computer training for all programs currently used by the CITY's Public Works Department.
- H. Each employee assigned to a position shall be required to demonstrate to OPERATOR the ability and knowledge necessary to perform the job function successfully. The certification practices shall be subject to review and satisfaction of the Director of Public Works or his designated CITY employee. CITY has the right to revoke the ability for an employee of the OPERATOR to continue in a position if unreasonable instances of rework occur as determined by the CITY.

- I. OPERATOR shall obtain and keep current all business, professional and/or privilege licenses required by Federal, State or Local law or regulation to perform the services to be provided to CITY under this Contract. OPERATOR's staff shall possess all required licenses including but not limited to driver's license, herbicide license, etc. to perform the work under this Contract.
- J. OPERATOR shall implement and adhere to a random drug / alcohol screening program that all employees are subject to and is consistent with state and federal law. Blind results of test results shall be forwarded to the City Public Works Director. This program shall include policies for disciplinary action, including dismissal for failure of drug / alcohol tests. To the extent permitted by law, OPERATOR's drug / alcohol screening program shall also minimally include pre-employment tests, random drug / alcohol screening, and post-accident testing.
- K. OPERATOR shall have a staff member designated as the safety/environmental officer who shall be a full-time position, and shall report directly to the Project Manager, as shown in the organizational chart included as Appendix "F".
- L. OPERATOR shall follow OPERATOR's Personnel Policy and Procedures Manual effective at the time regarding nepotism, vacation leave, sick leave, computer usage and cellular telephone usage.
- M. OPERATOR shall perform background checks for each employee prior to hiring. An independent party shall perform these checks, and a copy of these results shall be forwarded to the CITY Public Works Director, or designated representative. Background checks should include, at a minimum, criminal record, driving and vehicle records, education verification, employment verification, licensing verification, and immigrant status. Any felony conviction of potential employees shall be brought to the attention of the CITY Public Works Director prior to hiring. Employee consent for background check by OPERATOR may be required prior to employment.
- N. OPERATOR shall designate an employee to be responsible for an equipment dispatching and yard boss program to maximize equipment usage.
- O. Nothing contained in this Contract shall limit or excuse the OPERATOR's responsibility and liability related to its employee's qualifications for and

performance of duties assigned under this Contract.

Section 4.02 Expense and Cost of Service Obligation of OPERATOR.

Certain costs of the Services specified on Appendix "C" are to be incurred and paid by OPERATOR, which costs were heretofore determined by CITY to be a reasonable expense for operation and maintenance of its Systems. No materials purchased by CITY for CITY use shall be used (on credit system or otherwise) by OPERATOR or CITY except on CITY of Biloxi projects.

Section 4.03 Other Obligations and Services by OPERATOR.

- A. OPERATOR shall document all materials and parts and expenses incurred on behalf of the CITY, which are to be reimbursed as hereinafter provided, and OPERATOR shall update the CITY monthly on the cost-to-date of materials and parts versus the CITY's annual budget amount for "Water and Sewer System Maintenance and Repair".
- B. During any project rehabilitation phase, OPERATOR shall comply with all regulatory requirements. Upon completion of any system rehabilitation, the OPERATOR's liability under this clause shall continue.
- C. OPERATOR shall provide twenty-four (24) hour per day access to project for the CITY. Visits may be made at any time by any of CITY's employees. The CITY shall provide keys for project to the OPERATOR. Visitors to the project must comply with OPERATOR's operating and safety procedures.
- D. On a continuing basis, as a Service under this Contract, OPERATOR shall provide professional management assistance if requested by CITY to reduce the cost of operations and maintenance of the Systems throughout the term of this Contract.
- E. OPERATOR shall establish a system for response to "service call" repair needs and complaints in a reasonable and timely manner in conformity to the "benchmark standards" of this Contract so as to prioritize repairs according to apparent severity of the problem and the number of incidents requiring attention.
- F. OPERATOR shall warn the public promptly of known dangerous conditions and reasonably known dangerous conditions associated with any of the

CITY's Systems or facilities as well as the acts or omissions of OPERATOR and its employees. This shall include, but not be limited to signage, door hangers, media communications (TV, radio, newspaper), automatic telephone notification system and email. OPERATOR shall also promptly take reasonable measures to safeguard and protect against such types of conditions.

G. OPERATOR shall compile and complete work orders tracking labor, materials, and equipment usage with 95% accuracy for all requests and daily routine work. It is recognized by the parties that this tracking of work orders is essential in disaster events.

H. OPERATOR shall track all materials and equipment (indoor, outdoor and storage yard) used in the performance of this Contract using Cityworks Storeroom, the City's computerized inventory management system, and shall maintain such records in a manner that allows the CITY reasonable access for review.

Section 4.04 Right of Entry, Easement Requirements. OPERATOR shall not perform any Service under this Contract on private property, without documentary proof of easement, right-of-entry, or title CITYship in favor of CITY or OPERATOR. OPERATOR shall not enter private property without proper authorization and authorized or permitted by law. The OPERATOR shall be entitled to rely on the CITY's reasonable representation of rights of access, egress, easement, ditches, water courses, and rights-of-entry.

ARTICLE V. - GENERAL OBLIGATIONS OF CITY

The parties hereto covenant and agree to the following covenants, conditions and CITY's obligations under this Contract, as follows:

Section 5.01 Provision of Facilities, Vehicles and Equipment. As part of this Contract and the consideration herein, CITY shall provide for OPERATOR's use of offices, office furniture, and facilities as provided and conditioned in Article II above, or elsewhere in this Contract. OPERATOR shall be responsible for any and all damages caused to such offices, furniture, and facilities as a result of intentional or negligent acts or omissions of OPERATOR and its employees, agents, contractors, and guests/invitees.

Section 5.02 Licenses, Easements, and Warranties. CITY shall maintain all easements, warranties, licenses, permits or other types of authorization that it has or shall require for the project. The duty is on the OPERATOR to ensure these are in place prior to commencement of its work.

Section 5.03 Taxes, Permit Fees, Etc. CITY shall pay all franchise, property or other taxes and/or permit or license fees required by any governmental agency or by any regulation for system work under this Contract. CITY shall not be required to pay any tax on income earned by OPERATOR as a result of this Project, or any franchise fees of OPERATOR, and CITY shall not pay any professional licensing fee or professional association dues for OPERATOR or any of its staff or employees. CITY shall not waive any professional fees normally charged by CITY for individuals or OPERATOR employees to perform their trade because of this Contract. In addition, OPERATOR acknowledges that it shall not charge the CITY any fee or expense or pass along to CITY any fee or expense which the CITY is exempt from paying or assuming or which is otherwise not permitted by state or federal law.

Section 5.04 Budgeted Costs Retained by CITY. CITY shall continue to pay for financial and budget items not assumed by OPERATOR under this Contract required for operations and management of the Systems as indicated on Appendix "C". Obligations of CITY include building materials, repair parts, limestone, asphalt, gravel, concrete/cement, sewer or water pipe materials, meters and related supplies, and cleaning (janitorial) service.

Section 5.05 Capital Expenditures of Systems. CITY shall bear the costs of repairs, rehabilitation, expansion or modification to the Systems as a result of increased demand, replacement needs, or regulatory requirements imposed by State or Federal agencies. Any such repairs, rehabilitation, expansion or modification of the Systems shall require approval of the expenditure thereof by CITY.

ARTICLE VI. - COMPENSATION BY CITY TO OPERATOR

Section 6.01 Annual Base Fee. The base fee to be paid by CITY to OPERATOR is agreed hereby to provide for the administration and compensation according to the intent of this Contract, certain items of responsibility may be agreed to be transferred from one party to another, and that the annual base fee in such instance(s) shall be equally adjusted so as not to increase or decrease the total cost of services and expenses to CITY from the Contract. In accordance with this Contract, and subject to agreed adjustments, the CITY shall pay the OPERATOR in accordance with the Price Sheet (attached as Appendix E) through September 30, 2027.

Section 6.02 Escalation or Adjustment of Annual Base fee.

A. **Escalation.** After the first period of the base term (ending September 30, 2027) and at the end of each successive annual period thereafter (September 30 of each

year) during the remainder of the Contract the annual base fee shall be positively adjusted according to the Employment Cost Index (ECI) non-seasonal as published by United States Bureau of Labor Statistics with a minimum of 1.5% and a cap of 3%.

B. Adjustment of Base Fee for Change of Scope of Services. In the event that a change in scope of services is initiated by the CITY, CITY and OPERATOR will negotiate and provide by written amendment hereto a commensurate adjustment, if necessitated, in the annual base fee to be paid during the remainder of the term of this Contract to cover increased labor costs, or to deduct costs where the scope of services may be decreased.

C. Changes Decreasing the Scope of Contract. Where budget amendments are adopted to decrease the scope of services under this Contract, the Contract shall be amended and compensation adjusted for a decrease in staffing as is appropriate.

D. Monthly Payment of Annual Base Fee. One-Twelfth (1/12th) of the annual base fee ("monthly payment") for the then current year shall be due and payable in arrears, subject to application for payment, and submitted to the CITY, or designated representative on the last day of the month for each month that services are to be provided, less monthly retention amounts for quality and performance assurance as required by this Contract and less, if any, the personnel deficiency and/or equipment damage adjustments.

Section 6.03 Penalties. Penalties shall be assessed in accordance with the below criteria:

A. Failure to Maintain Minimum Staffing Levels. The payment to the OPERATOR will be reduced by the employee rate (verified by certified payroll) plus 50% per work day for each unfilled position once the allowable working days after the vacancy has expired. The OPERATOR shall fill vacant positions within fifteen (15) working days of the vacancy for non-Key and Essential positions, and thirty (30) working days for Key and Essential positions

B. Timely/Properly Complete Service Requests/Required Work. In the event OPERATOR does not complete a service request or work order according to the benchmark quality and time standards listed in Appendix D or in accordance with requirement/standards set out, referenced or adopted in this Contract, including but not limited to documentation, restoration and clean up, the CITY shall deduct \$200 per instance, as approved by the Public Works Director.

C. **Safety Violations.** In the event OPERATOR does not comply with appropriate safety regulations per Manual on Uniform Traffic Control Devices (MUTCD) or OSHA in order to protect the public, the CITY shall deduct \$200 per instance.

D. **Not Responding to "After Hours" Calls.** In the event OPERATOR does not respond by either telephone or site visit within one (1) hour to Customer requesting service, the CITY shall deduct \$200 per instance, and \$50 per hour thereafter.

E. **Failure to Complete Daily OPERATOR's Checklist.** In the event an OPERATOR's employee does not complete daily checklist for any of CITY's equipment used by OPERATOR for this Contract, the CITY shall deduct \$100 per instance. Only applies if Option One (1) is selected.

F. **Negligent After-Hours Priorities.** In the event that after hours emergency events which endanger the public, including, but not limited to sewer main breakage, sewer force main breakage, water main breaks larger than 1.5", or street cave-ins are not repaired immediately, the CITY shall deduct \$200 per instance.

G. **Failure to Comply with CITY Policies or Standard Operating Procedures.** In the event OPERATOR does not comply with policies related to this Contract as stated by the CITY, the CITY shall deduct \$200 per instance.

H. The aggregate amount of all penalties shall not exceed ten percent (10%) of the annual Contract Value in any Contract Year.

Section 6.04 Retention of Compensation. The purpose for CITY's retention of compensation is to assure that OPERATOR has achievement and incentive standards for performance in the areas of customer satisfaction, quality of work, production and timely response, and systematic routine maintenance, and that the CITY has applicable benchmarks to measure contract performance. The CITY shall retain a total of five percent (5%) from each monthly payment. Retention from monthly base fee payments shall continue in the same amount each month during the remainder of the Term of this Contract.

Section 6.05 Disposition of Annual Retention Amount.

A. **Audit Review Authority.** The CITY or other qualified person or firm (herein "auditor") employed by the CITY at the expense of the CITY annually to

perform the audits required to measure performance relative to benchmarks for the purpose of determining disposition of the retained funds.

B. Measurement of Performance Related to Standard Benchmark Criteria and Quality Standards.

1. Customer Satisfaction. A customer satisfaction survey will be completed annually by the auditor based upon service requests that were completed during the year. For the survey, customers will be contacted at random to determine the satisfaction rate with a 95% level of confidence.
2. Quality of Work. A CITY representative will determine by random inspection or otherwise if service requests were completed according to industry standards. Records will be reviewed for items such as: was problem corrected? Was area clean? Proper construction techniques used? Properly documented in Cityworks?
3. Completion Rate of Service Requests. Using an Cityworks work order system, the completion rate shall be determined by dividing the number of closed service requests by the number of open service requests over the one-year period. Those requests not exceeding the benchmark response/production time shall not be counted.
4. Response Time/Production Time. Using the table of benchmarks for the problem corrected, a CITY representative will determine by random inspection or otherwise if service requests were completed as indicated in Cityworks within the benchmark time allocated for the problem. Response and production time shall be determined as specified on attached appendices.
5. Routine Maintenance. The measurement for these services shall be determined by inspection reports completed by the CITY's representative for each routine maintenance item according to the benchmarks established in the attached appendices.

C. Annual Performance Audit Report.

1. Annual Report. Using the auditor's satisfaction reports and the CITY inspection reports the auditor shall present to the Mayor and CITY Council and to the OPERATOR an Annual Performance Audit Report (herein "The Annual Report") within seventy (70) days after the last day of the annual period being reported. If the Annual Report is not

disputed in writing by the OPERATOR or the CITY on or before thirty (30) days after it is presented to the OPERATOR and CITY, it shall be deemed accepted as presented. If disputed by the OPERATOR, the CITY shall review disputed claims and make final recommendation to Mayor and City Council.

2. Payment of Retained Fees. The disposition of the retained base fees during the annual period of the Annual Report shall be determined by the auditor and included in the report on the basis of the Retainage Distribution Matrix. According to the report, the percent of retained fees earned by OPERATOR for the annual period computed according to the Matrix shall be paid to the OPERATOR on or before thirty (30) days after the Annual Report is accepted by the parties.

D. Mitigation of Deductions for Performance Deficiencies.

1. Force Majeure. Delays caused by rain or severe weather conditions, or other events beyond the control of the OPERATOR that directly cause the OPERATOR not to meet response time or production benchmarks shall not be included in measuring performance or shall be adjusted to account for such uncontrollable delays.

E. Disputes of Fact.

In the event of any dispute concerning questions of fact that may affect the measurement of OPERATOR's performance, the CITY and the OPERATOR shall, in good faith, confer to resolve the matter. If the dispute is not thereby resolved, then it shall be arbitrated and decided by the CITY Attorney or his designated Assistant. The CITY and OPERATOR may agree on some other person to act as arbitrator in lieu of the CITY Attorney. Neither the CITY, nor the OPERATOR, shall waive its rights to legal action and assertion of its claims by virtue of arbitration herein provided. However, the decision of the arbitrator shall take effect immediately, and shall continue in effect until it is reversed or abated by adjudication of a Court having jurisdiction, or unless the decision is stayed by agreement of the CITY and the OPERATOR.

<u>Retainage Distribution Matrix</u>									
	Wt.	<60%	60-69.9%	70-79.9%	80-89.9%	90-94.9%	95-96.9%	97-99.9%	100%
Customer Survey	10%	0%	33%	67%	100%	100%	100%	100%	100%

Quality	15%	0%	0%	10%	25%	50%	75%	100%	100%
Completion (% of Requests)	20%	0%	0%	0%	10%	25%	50%	75%	100%
Response/Production Time	15%	0%	0%	10%	25%	50%	75%	100%	100%
Routine Maintenance	40%	0%	0%	10%	25%	50%	75%	100%	100%

F. Emergency Expenditures

Emergency expenditures may be purchased on an "emergency basis" by OPERATOR if needed to protect the health and well-being of the public. OPERATOR shall notify the CITY for approval of such emergency expenditure prior to incurring the same, and if said prior notice is not possible, notice of the purchase or expenditure shall be given to the CITY as early as possible thereafter. Costs for these parts shall be billed as "pass-through" expenses with no additional "Contractor mark-up". Reimbursements for such emergency expenditures shall be in addition to the base compensation. An appropriate justification of emergency expenses will be provided to the CITY with receipts or paid invoices included to document the cost. OPERATOR shall cooperate and coordinate with CITY in addressing the emergency expense item with itemized costs thereof, and justification to the Governing Authority of the CITY as necessary to comply with State Purchasing Laws pertaining to emergency expenditures.

The OPERATOR acknowledges and agrees that CITY shall not be responsible for payment or re-payment of any fees, expenses, or costs, notably sales tax, that CITY would otherwise not be legally liable for or permitted to pay under Mississippi law, and OPERATOR agrees not to seek reimbursement of such monies from CITY.

Section 6.06 Change in Work.

A. Changes Within Scope of Contract. CITY may make changes in the work, provided the changes are reasonably within the scope of this Agreement, and OPERATOR shall expeditiously perform the changes as directed.

B. Changes Increasing Scope of Contract. Any change in the work that results in an increase in the utility workforce shall correspondingly increase the costs as provided in this Article. Water and Sewer System modifications and expansions, which result in a

recognized need and resulting CITY approved increase in staffing or increases in staffing to respond to new State and federal regulations constitute a change in the work and a "Change of Scope of Services".

ARTICLE VII. - REIMBURSEMENTS BY CITY TO OPERATOR

Section 7.01 Expenses to be Reimbursed. If it is necessary or expedient for OPERATOR to purchase materials, repair parts or incur expenses on behalf of CITY, and if such expenses are properly documented and pre-approved by the CITY's Director of Public Works, CITY shall be obligated to reimburse OPERATOR as a direct pass-through expense upon presentation of a receipt or copy of paid invoice according to the following conditions, subject to what is set out elsewhere herein and in this agreement

- A. The purchase or expense item must be one that CITY is obligated to pay under this Contract as a budgeted item.
- B. OPERATOR shall, if practical, utilize items already in CITY's stock, or request purchase directly by the CITY, in lieu of making purchase in behalf of the CITY.
- C. CITY shall not reimburse any sales tax, and therefore OPERATOR shall develop with the CITY a purchase order system for purchasing items in behalf of CITY.
- D. Purchases made on behalf of CITY require CITY's prior written authorization, and all purchases shall be procured consistent with State of Mississippi Purchase and Bid Laws and current purchasing practices and policies of CITY.

Section 7.02 Emergency Purchases and Expenditures. Emergency expenditures may be purchased on an "emergency basis" by OPERATOR if needed to protect the health and well-being of the public. OPERATOR shall notify the CITY for approval of such emergency expenditure prior to incurring the same, and if said prior notice is not possible, notice of the purchase or expenditure shall be given to the CITY as early as possible thereafter and in advance of the next regular or special CITY Council meeting. Costs for these parts shall be billed as "pass-through" expenses with no additional "Contractor mark-up". Reimbursements for such emergency expenditures shall be in addition to the base compensation. An appropriate justification of emergency expenses will be provided to the CITY with receipts or paid invoices included to document the cost. OPERATOR shall cooperate and coordinate with CITY in addressing the

emergency expense item with itemized costs thereof, and justification to the Governing Authority of the CITY as necessary to comply with State Purchasing Laws pertaining to emergency expenditures.

Section 7.03 **Payment Becoming Due to OPERATOR.** All reimbursement and pass-through expenses properly incurred and duly billed and justified by OPERATOR and any other payment due from CITY to OPERATOR under this Article shall be due upon receipt of invoice presented in accordance with this Contract, and shall be payable within thirty (30) days, and delinquent thereafter.

Section 7.04 **No Reimbursement of Certain Monies Regardless of Reason or Cause.** OPERATOR acknowledges and agrees that CITY shall not be responsible for payment or re-payment of any fees, expenses, or costs, notably sales tax, that CITY would otherwise not be legally liable for or permitted to pay under Mississippi law, and OPERATOR agrees not to seek reimbursement of such monies from CITY.

ARTICLE VIII. - TERM AND RENEWALS / EXTENSIONS

Section 8.01 **Initial Term; Extended Term.** The initial term of this Contract shall commence on October 1, 2026, and shall expire (unless sooner terminated as herein provided or permitted by law) on September 30, 2030 ("Initial Term"). Unless the Contract has been previously terminated or canceled or either party has provided proper written notice to the other of their intention not to renew this Contract at least 180 days prior to the expiration of the Initial Term, this Contract shall be automatically renewed and extended for up to two (2) additional four (4) years term (the "Extended Term"), with such Extended Term to be on the same terms, provisions, and conditions set forth in this Contract.

Section 8.02 **Cessation of CITY's Obligation As a Matter of Law.** The Governing Authority of the CITY elected for a term of office beginning in July 2025 and ending in July 2029 may act to renegotiate or cease funding of this Contract with or without cause at any time after officially commencing to serve its term of office or otherwise void this agreement. Unless and until official action, if any, to renegotiate, terminate, or void this Contract is taken by the newly elected Governing Authority, and reasonable notice is given by CITY to OPERATOR thereof, said Contract shall remain in full force and effect until expiration of the applicable Term as provided herein.

ARTICLE IX. - INDEMNITY, LIABILITY AND INSURANCE

Section 9.01 **OPERATOR's Liability and Indemnity.** OPERATOR agrees to

hold the CITY harmless for any negligent acts or omissions of the OPERATOR and/or its employees or agents in the performance of the Contract which results in injury to a third party. The OPERATOR agrees to defend and indemnify the CITY against any third-party claims, actions, demands, damages, liabilities, losses, costs and reasonable expenses, including reasonable attorneys' fees, to the extent directly caused by the negligent or willful acts or omissions or intentional misconduct of OPERATOR or its employees, agents or representatives in the performance of the Services under this Contract. OPERATOR shall have no obligation to indemnify the CITY to the extent that any claim, loss, damage or liability is caused by the negligence, willful misconduct or intentional acts or omissions of the CITY or any of its employees, officials, agents or representatives.

OPERATOR's obligations under this Section shall apply regardless of whether the equipment, vehicles or other property involved in the claim are owned, leased, supplied or otherwise provided by the CITY to OPERATOR, provided that OPERATOR shall be responsible only to the extent the claim results from the negligent or willful acts or omissions or intentional misconduct of OPERATOR or its employees, agents or representatives.

OPERATOR's indemnification obligations shall be subject to the limitations of liability set forth in this Contract.

Section 9.02 **CITY's Liability and Indemnity.** Without waiving any right to raise the defense of statutory and common law sovereign immunity available to the CITY under State Law as a defense against claims of third party claimants, which right the CITY hereby specifically reserves, and without limiting or waiving any immunity granted or otherwise applicable to the CITY or its agents, employees, or officials under state or federal law, CITY indemnifies and agrees to hold OPERATOR harmless to the extent allowable by law, and CITY agrees, similarly to the extent allowable by law, to defend OPERATOR against any and all claims of bodily injury or property damage caused or claimed to be caused by acts or omissions of CITY, and its employees, and officials or for damages to OPERATOR as a result of breach of this Contract on the part of CITY.

Section 9.03 **Limitation of OPERATOR's Liability to CITY.** OPERATOR shall not be liable to CITY for normal wear and tear to CITY property or deterioration to City Systems resulting from normal operations and maintenance of the Project and Systems for which it is not responsible, or for theft of equipment, or property of the CITY while located on designated City property and not in the physical custody of OPERATOR and otherwise not covered by insurance procured by OPERATOR herein. OPERATOR shall not be liable for any damages suffered by the CITY or any third party, except to the extent such damages are directly caused by any act

or omission, gross negligence or willful misconduct of OPERATOR or any of its representatives in the course of performing the Services. OPERATOR's aggregate liability for all claims arising out of or relating to the Services in any Contract year shall not exceed one hundred percent (100%) of the annual Contract Value for such Contract year, and OPERATOR shall not be liable to CITY for indirect, consequential or incidental damages, or any other damages resulting from normal operations and maintenance of the Project and Systems.

Section 9.04 OPERATOR's Liability for Fines and Penalties. Subject to Section 9.03 above, OPERATOR shall be responsible for, and indemnifies and agrees to hold harmless the CITY, its employees, officials, agents and representatives from liability or claims of liability, fines, penalties or assessments incurred as a result of or arising out of a failure to perform by OPERATOR under the terms of this Contract, or violations of any governmental or agency regulations on the part of the OPERATOR or OPERATOR's employees, agents, officers or representatives, required of OPERATOR to be performed under this Contract.

Section 9.05 Insurance by OPERATOR. OPERATOR agrees to procure and maintain, at its sole cost and expense, during the term of this Contract, insurance of the types and minimal amounts, as follows:

- A. **Worker's Compensation.** At all times during the term of this Contract, OPERATOR shall keep worker's compensation insurance in effect in full compliance with all applicable State and Federal laws and regulations, with waiver of subrogation against CITY or its insurers.
- B. **Employer's Liability Insurance.** At all times during the term of this Contract, OPERATOR shall keep employer's liability insurance in effect in minimum amounts of \$1,000,000.00 per individual claim covering injury or death to any employee of OPERATOR which may be outside the scope of liability under the Worker's Compensation Act, and shall insure against losses due to employee dishonesty, forgery, and alteration with minimum limits of liability of \$100,000.
- C. **General Liability Insurance.** At all times during the term of this Contract, OPERATOR shall keep commercial general liability insurance and general liability insurance for operation of all vehicles and equipment used in the course of business under this Contract covering third party liability in an amount of not less than \$2,000,000.00 combined single limits per occurrence for bodily injury or property damage. Said policy shall be insured by an insurance company, or companies, with a current

rating by BEST of A-X (10), or otherwise, by companies accepted by CITY in writing in the event of a lesser rating.

D. Comprehensive, Collision, and Uninsured Motorist Insurance.

Ownership of vehicles, equipment and machinery as listed in Appendix B is hereby transferred to OPERATOR under the terms of this Contract. OPERATOR shall maintain Automobile Liability insurance and property damage insurance to cover and insure all equipment and property used by OPERATOR in the course of business on this contract to include without limitation comprehensive and collision coverages as well as insured motorist insurance with each a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage. Such coverages shall include without limitation any motor vehicle, whether owned, hired or non-owned.

E. Additional Excess Liability Insurance. At all times during the term of this Contract, OPERATOR shall keep additional excess liability insurance including Pollution Liability Insurance in minimum amount of \$5,000,000.00.

G. Increase in Insurance Premium. In the event that insurance premium expense for OPERATOR to maintain general liability insurance and comprehensive, collision, and uninsured motorist insurance required as a direct result of acquisition of additional or replacement equipment by the CITY, the CITY shall reimburse OPERATOR for the increase in premium expense within thirty (30) days after said insurance is shown to have become due and paid by OPERATOR.

Section 9.06 Insurance Policy Requirements for OPERATOR's Insurance.

All policies required to be carried by OPERATOR shall be written on an occurrence basis and all said policies shall name the CITY as an additional insured and shall provide those insureds thereon waive subrogation against each other. Said policies shall provide those insurers at risk are primary insurers and that no claim will be made by the insurers that the CITY is a primary or contributing insurer with respect to any liability covered by the policy or policies or where OPERATOR is liable to CITY according to this Contract. All policies shall further provide that the CITY is in no way obligated for the payment of premiums thereon, and that said policies may not be canceled without thirty (30) days prior written notice to CITY. The existence or non-existence of insurance shall not waive or reduce or limit the

responsibilities, obligations, or requirements, legal or otherwise, of OPERATOR under this Contract or any amendment thereof or otherwise existing under law. OPERATOR shall further purchase and acquire at its own expense such tail insurance policies or coverage upon or prior to cancellation, termination, cessation, or other end of this Contract or any amendment thereof to insure against the risks associated with this Contract and its amendments and OPERATOR's performance, responsibilities, obligations, or requirements under the Contract and its amendments for up to one (1) full year (365 days) following the end of the Contract. OPERATOR shall provide copies of all effective policies of insurance that are within the purview of this Section to CITY.

Section 9.07 Insurance by CITY. At all times during the term of this Contract, CITY shall keep property damage insurance for all property including vehicles and equipment owned by CITY, excluding any personal property or contents owned by OPERATOR, which shall be OPERATOR's obligation to insure. Any property of CITY, including vehicles or equipment not properly or fully insured shall be the financial responsibility of the CITY to the extent of CITY's liability under this Contract. Said property is presently insured under CITY's self-insured retention plan with excess coverage by a reputable insurance company or companies. The CITY waives subrogation against OPERATOR or its separate insurers pertaining to losses to CITY property for which insurance is hereby required to be carried by CITY.

Section 9.08 Notice of Claims. Each party agrees to notify the other forthwith of any asserted or potential claims or any occurrences that may involve the liability or insurance of the other, and to cooperate with each other in addressing such claims.

Section 9.09 Settlement of Uninsured Claims. In the event of damage to vehicles, equipment, or personal property of CITY for which OPERATOR is liable to CITY under this Contract and where the damages are not covered by OPERATOR's comprehensive, collision or uninsured motorist insurance, or claim is denied by OPERATOR's Insurance carrier, OPERATOR shall be responsible to CITY for the property loss and/or reasonable costs of repairs. It is recognized that the damaged vehicle or equipment is needed for work required by this Contract pending repair or replacement, then OPERATOR on or after two (2) days from date of loss and fault reasonable and documented determination by the CITY, shall be responsible to obtain use at its expense of rental or other available vehicles or equipment until either the claim is settled or the vehicle is repaired or replaced. If lost or damaged vehicle or equipment is not repaired or replaced within two (2) weeks of damage or loss and fault reasonable and

documented determination by the CITY, then CITY shall repair or replace subject vehicle or equipment per Mississippi State purchasing regulations and deduct cost from OPERATOR's monthly payment.

ARTICLE X. - COORDINATION BETWEEN CITY AND OPERATOR

Section 10.01 Coordinators. The Director of Public Works will represent the CITY in administering and coordinating the Contract relationship between CITY and OPERATOR for operations and maintenance of the Systems. CITY, by its Governing Authority, may subsequently designate by written notice to OPERATOR another CITY employee to serve as Water and Sewer Coordinator, in the place and stead of the Director of Public Works. CITY shall inform in writing OPERATOR of any change of Coordinators. The Coordinator may assign certain CITY employees to communicate with OPERATOR concerning special activities, i.e. communications, maintenance, citizens' complaints, claims, etc.

Section 10.02 Sharing. It is understood that the Coordinator/Director of Public Works shall utilize certain adjoining and common office space with OPERATOR personnel, and the parties may utilize some of the clerical and public relations/communications employees who may have overlapping duties, and a working relationship and chain of authority shall be developed between the parties in order that this Contract can be administered with common personnel and common facilities in a manner that will not conflict with the overall services to be provided by the Public Works Department.

ARTICLE XI. - ACCOUNTING RECORDS

Section 11.01 OPERATOR's Records. OPERATOR shall keep full and detailed records and books of account based on generally accepted accounting practices in effect as of the effective date of this Agreement showing the actual direct cost to the OPERATOR under the provisions of this Contract.

Section 11.02 CITY's Access. In addition to the records maintained under Section 11.01 above, CITY shall be afforded access to all the OPERATOR's other records, books, correspondence, instructions, memoranda, payroll records, and similar data relating to this Contract and any of the work pertaining to the Contract.

Section 11.03 Preservation of Records. OPERATOR shall preserve financial documents and other records to which CITY has access rights without additional compensation for a period of three (3) years, or such longer period as required by law, after final payment; and shall turnover or copy and release or otherwise preserve for access to CITY such documents and records upon termination or

expiration of the Contract.

ARTICLE XII. - DEFAULT AND TERMINATION

Section 12.01 **Default by OPERATOR.** The occurrence of any of the following events shall constitute default by OPERATOR under this Contract:

- A. OPERATOR's failure to comply with any term, provision, or covenant of this Contract continuing for a period of thirty (30) days after written notice thereof to OPERATOR;
- B. OPERATOR's abandonment of the project without notification and justification to CITY for seven (7) consecutive days or more;
- C. OPERATOR's doing or permitting to be done anything which causes a lien upon CITY's property, real or personal, without the prior official consent of CITY, and failure to discharge or secure release of such lien within (30) days after written notice thereof.
- D. OPERATOR's submitting false invoices for payment.

Section 12.02 **Default by CITY.** CITY shall be in default under this Contract if CITY shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained herein and on its part to be performed or observed, including the payment of any sums required hereunder, and if CITY fails to cure said default within thirty (30) days after written notice thereof to CITY from OPERATOR.

Section 12.03 **Restriction against Hiring CITY Employees.** It is recognized by the parties that solicitation and granting opportunities for employment of existing CITY employees by OPERATOR is adverse to its contract relationship with the CITY and is detrimental to CITY's relationship with its employees. In recognition thereof, OPERATOR agrees that it shall be a material breach of this Contract for the OPERATOR to offer to employ or to employ CITY of Biloxi employees while employed by the CITY or within twelve (12) months after their employment relationship with the CITY ceases. Notwithstanding the foregoing, the provisions of this Section 12.03 shall prevent OPERATOR from making a general solicitation for employment that are not specifically targeted at the CITY's employees. Director of Public Works shall approve, in writing, hiring of any CITY employee by the OPERATOR if it occurs before the twelve (12) month period has expired.

Section 12.04 **Termination for Breach of Contract.** If either party is in default or

breach of this Contract as described in Section 12.01 or 12.02 above, the party not in default may terminate this Agreement for default by giving thirty (30) days written notice of termination to the party in default.

Section 12.05 Other Remedies. For default or breach of contract, either party may bring an action against the offending party for specific performance, or damages, including reasonable attorney fees and costs, and assert any remedies to which it is entitled in law or equity. Upon termination by CITY for default of OPERATOR as herein provided, CITY may enter upon and take possession of the project and systems and, as set forth elsewhere herein, may take limited possession of vehicles, equipment, machinery, and tools owned by OPERATOR, and shall be entitled to reasonable attorney fees and costs associated with the same.

Section 12.06 Cooperation Upon Termination. Upon notice of termination by CITY, or, prior to voluntary termination due to the expiration of the Contract or mutual agreement, OPERATOR shall assist CITY in an orderly transition of the staff and a resumption of operation of the project by CITY.

ARTICLE XIII. - LABOR DISPUTES; FORCE MAJEURE

Section 13.01 Labor Disputes Affecting Performance. In the event activities by CITY's employee groups or unions cause a disruption in OPERATOR's ability to perform at the project, CITY or OPERATOR may seek appropriate injunctive court orders, after conferring with each other in an attempt to resolve the problem. OPERATOR will continue to operate the project on a "best-efforts" basis until any such disruptions cease.

Section 13.02 Force Majeure. Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impossible due to any unforeseen occurrence beyond its reasonable control. A "Force Majeure" will exist only if performance under this Contract is impossible; it does not occur if performance is frustrated. The party invoking force majeure shall notify the other party in writing with full disclosure of circumstances and an estimate of effect on ability to perform the Contract within ten (10) working days after its occurrence. In order to avail itself of this Paragraph, the party must substantially demonstrate that there was a causal connection between the occurrence and the inability to perform and that they had taken all reasonable steps to avoid the operation or effect of this Paragraph. For purposes of this Paragraph, unforeseen occurrences shall not include events or conditions that occur on a national or regional scale or area unless the same are substantially demonstrated to have direct effect within the CITY of Biloxi, Mississippi.

ARTICLE XIV. - OTHER CONTRACT PROVISIONS

Section 14.01 Cooperation. Each party agrees to use commercially reasonable efforts to assist the other party in discharging its obligations and responsibilities under this Contract to complete and implement the transactions contemplated by this Contract, and to perform the conditions thereof, and to amend the Contract in a reasonable manner to clarify ambiguities that may arise in the administration of this Contract relationship, with it being understood and acknowledged that the CITY's efforts are subject to authority and extent permitted by Mississippi law.

Section 14.02 Waiver. No forbearance, delay or failure by either party to exercise any right under this Contract, and no partial or single exercise thereof shall constitute a waiver of that or any other right unless expressly provided therein, or unless such waiver shall be in writing and signed by the waiving party.

Section 14.03 Entire Agreement. This Contract and the appendices and exhibits hereto, all of which form a material part hereof, set forth all the covenants, promises, agreements, conditions and understandings between CITY and OPERATOR. Except as otherwise provided for herein no subsequent alteration, amendment, change, addition or modification to this Contract shall be binding upon either party unless reduced to writing, signed in behalf of each party by a duly authorized official, and approved by the Governing Authority of the CITY. Wherever used, the terms "CITY" and "OPERATOR" shall include the respective officers, directors, elected or appointed officials, employees, and representatives.

Section 14.04 Captions and Interpretations. The caption, section numbers, article numbers and indices appearing in this Contract in no way define, limit, construe or describe the scope or intent of such section or article. The language and all parts of this Contract shall, in all cases, be construed as a part of the whole according to its fair meaning and not strictly for or against either party.

Section 14.05 Partial Invalidity. If any term, covenant, or condition of this Contract, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Contract shall be valid and shall be enforced to the fullest extent permitted by law.

Section 14.06 Successors and Assignability. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, except as may otherwise be herein provided, extend to and bind the respective heirs, executors,

administrators, successors and assigns of said parties. No right shall, however, inure to the benefit of any assignee or successor of OPERATOR, unless the same was officially approved in advance in writing by the CITY through official action of its Governing Authority.

Section 14.07 **Survival of Obligations.** All obligations of either party to the other which by their nature involve performance, and any particular, after the end of the term which cannot be ascertained to have been fully performed until after the end of the term, shall survive the expiration or sooner termination of the term.

Section 14.08 **Governing Law; Authority Pertaining to CITY.** This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi. Further, any duties, obligations, agreements or acts required of or attributed to CITY in this Contract are subject to the extent permitted by and authority provided to the CITY as a municipal corporation in Mississippi law.

Section 14.09 **Holding Over.** In the event that operations and maintenance by OPERATOR by actual or constructive consent by CITY, and use and possession of CITY properties by OPERATOR shall continue after expiration of the term, or sooner termination hereof, the relationship between the parties shall be subject to all of the terms and conditions of this Contract, and nothing herein shall be construed to authorize any such continuance of the Contract, or limit either party's remedies in the event thereof.

Section 14.10 **Amendment to Scope of Services.** This Contract may be amended at any time hereafter to enlarge upon and expand the scope of Public Works services performed by OPERATOR, or to decrease the existing scope of services, provided that such amendment or modification is in writing and is approved by the Governing Authority and OPERATOR prior to such change taking effect

Section 14.11 **Addition of Water and Sewer Construction Crew.** OPERATOR shall have the ability to propose and add a dedicated water and sewer construction crew to this Contract at any time during the Term, as a change in scope of services. In the event OPERATOR proposes the addition of such a crew, the scope of work, crew composition, associated equipment and vehicles, and the corresponding adjustment to the annual base fee shall be mutually agreed upon by the CITY and OPERATOR in writing prior to the crew being added. Any such addition shall be documented by written amendment to this Contract in accordance with the change-of-scope provisions herein.

Section 14.12 **Rental and Usage of Additional Facilities.** It is understood and

acknowledged that OPERATOR is desirous of utilizing any property or properties found or deemed by CITY's governing authority to no longer have any municipal purpose as additional facilities for the provision of services set forth in this Contract.

Section 14.13 Significant Changes in Fuel Costs. Because of the possible significant or extreme fluctuation in the costs of fuel (associated with unleaded gasoline and diesel fuel) (herein collectively and generally referred to as "fuel") that will be required by OPERATOR in the provision of its services and performance under this Contract and the reliance on OPERATOR on the costs of such fuel at the time OPERATOR submitted its bid/proposal several months prior to execution of this Contract and since this Contract is for a prolonged term, during which said costs could fluctuate to extreme levels, an adjustment in compensation under this Contract may be applicable as set forth herein. This Section is not intended to address or be applicable to what can be understood or characterized as general fluctuations of price of fuel within the market, as the OPERATOR understands and acknowledges that such market fluctuations are to be absorbed by OPERATOR in the operations of its business.

Section 14.14 In the case of the price of unleaded fuel being in excess of \$3.60/gallon or diesel fuel being in excess of \$4.60/gallon in a monthly period, as determined and calculated herein, CITY shall pay to OPERATOR, the amount of the fuel escalation expenses as determined in this Section. Calculation and pricing will be in U.S. gallons and will be determined by OPERATOR'S actual cost based upon receipts for actual cost that is greater than \$3.60/gallon for unleaded gas and as the case may be, \$4.60/gallon for diesel. The OPERATOR shall be paid the product of the amount of the price difference per gallon for the next succeeding month when compensation is otherwise due OPERATOR under this Contract times the amount of gallons utilized by OPERATOR in the given month as recorded in writing by OPERATOR and verified by CITY. This shall be tracked and verified through the use of a fuel fleet credit card system or any other fuel management system the OPERATOR installs at their own expense.

Section 14.15 Alternative Utility Billing Software. The OPERATOR shall operate the City's existing utility billing software (Tyler Technologies / MUNIS) under the Utility Billing Add Alternate. In the event the OPERATOR proposes to provide alternative utility billing software in place of the existing system, such alternative software, together with all associated licensing, data migration, training, implementation, and ongoing support costs, and the corresponding adjustment to the annual fee, shall be mutually agreed upon by the CITY and OPERATOR in writing and documented by amendment to this Contract in accordance with the

change-of-scope provisions herein. Nothing herein shall obligate the OPERATOR to provide alternative software absent such written agreement.

ARTICLE XV. - NOTICES

All notices shall be in writing and transmitted by certified mail, email or personal delivery, as follows:

Section 15.01

To OPERATOR:

H2O Innovation Operation & Maintenance, LLC
1710 23rd Avenue
Gulfport, Mississippi 39501
(228) 860-5318
Attention: Robert Knesal, Sr. Vice President
bobby.knesal@h2oinnovation.com

Section 15.02

To CITY:

CITY of Biloxi
Attention: Mayor Andrew Gilich
CITY Hall, 140 Lameuse Street,
Biloxi, MS 39530
Email: mayor@biloxi.ms.us

Unofficial Copy To:

City of Biloxi
Attention: Christy LeBatard, P. E. Director of Public Works
P.O. Box 429,
Biloxi, MS, 39533
Email: clebatard@biloxi.ms.us

APPENDICES

- A. Scope of Services
- B. Equipment & Vehicles
- C. Approbation of Costs
- D. Benchmarks

- E. Fee
- F. Staff Organizational Chart, Minimum Wage Rates, Detailed Job Descriptions, Educational Requirements for Water, Sewer and Other System Portions of Contract
- G. Penalty Documentation form
- H. Weekly Inspection Report

IN WITNESS WHEREOF, each of CITY and OPERATOR has caused this Professional Services Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated after having been first duly authorized so to act.

[Signatures on the following page]

CITY:

CITY OF BILOXI, MISSISSIPPI

OPERATOR:

H2O INNOVATION OPERATION
& MAINTENANCE, LLC

BY:

Mayor Andrew Gilich

BY:

Robert J Knesal, P.E.

ATTESTED BY:

ATTESTED BY:

CITY CLERK

WITNESS

_____, 2026

_____, 2026

APPENDIX A
SCOPE OF SERVICES

General

The OPERATOR shall provide management, operational and maintenance services to operate and maintain the CITY of Biloxi water and sewer systems ("System") as defined herein.

The OPERATOR shall provide the labor, supervision and expertise required to provide such services in a good and professional and workmanlike manner according to normal and customary industry standards.

OPERATOR shall employ experienced and knowledgeable staff responsible for the management, operations, and maintenance of the System in accordance with industry standards and best management practices. Staff must be experienced, properly trained and certified as required by the State or Federal guidelines.

OPERATOR shall not assume that the CITY employees will be able to guide, direct, or specifically orientate Proposer's employees. OPERATOR may hire current CITY employees prior to the start of the contract. All of Proposers employees are required to pass a background check and a drug test.

Except for emergency calls, OPERATOR's holiday schedule shall be limited to the same holidays as the CITY of Biloxi.

The OPERATOR shall:

- A. Employ a minimum of Thirty-five (35) full-time Water/Sewer employees and Five (5) full-time Billing office positions to carry out the functions described in the RFP and will pay all costs associated with such employment. Employees will be paid fair wages as appropriate to the regional labor market. Positions identified as Key & Essential shall be subject to approval by CITY prior to hiring. Proposed staffing must possess specific certifications, licenses, and training. In the event a position becomes vacant, the OPERATOR shall fill that position within fifteen (15) working days of the vacancy for non-Key and Essential positions, and thirty (30) working days for Key and Essential positions. The OPERATOR shall supply the CITY records of personnel status to substantiate staffing.

An organization chart showing proposed positions, minimum staff requirements (including key and essential personnel subject to CITY approval) is included herewith.

- B. Maintain hiring practices and provide the training necessary to ensure that the workforce is sufficiently trained and follow all EEOC and Title 7 regulations.
- C. Comply with "benchmark performance standards" for quality, production, and response time, where requests for services are received requiring work to be performed or in the systematic routine maintenance and repairs are required. The Criteria for Benchmark Standards are specified in Appendix G.
- D. Comply with regulatory requirements as set forth by State and Federal guidelines.
- E. Continuously find ways to improve efficiency as the environment changes, i.e. laws, regulations, CITY ordinances, software, customer demands, new technology, etc.
- F. Update existing or develop new Standard Operating Procedures (SOP's) for the Operation and Maintenance of the System and maintain them. SOP's shall be approved by the CITY.
- G. Make recommendations as deemed needed to the CITY for adoption of Ordinances, Policies or for capital improvements to improve and maintain the CITY's Systems, and/or to assure compliance with Federal, State and local laws and regulations.

- H. Establish a system for response to "service call" repair needs and complaints in a reasonable and timely manner in conformity to the "benchmark standards" of this contract so as to prioritize repairs according to apparent severity of the problem and the number of incidences requiring attention.
- I. Update the Emergency Response Plan for approval by the CITY and use by staff in the event of a local emergency such as a hurricane, tornado, flood conditions, hazardous waste spill, terrorist act, etc. This plan shall address Homeland Security, Mississippi Department of Environmental Quality and Mississippi Department of Health requirements including, but not limited to oil spills, sewer spills and water outages. This plan shall be approved by the CITY.
- J. Provide staff response for emergency repair of the System, as required. This shall include emergency "call-out" telephone numbers for assigned staff, as well as the corporate support team. OPERATOR staff will maintain availability for emergency call out with 24-hours a day/7 days a week availability throughout the term of this agreement.
- K. Plan, schedule and perform work for the System and document completion of those work tasks including the preventive and corrective maintenance of the CITY's System on a timely basis. This documentation of all work shall be made in Cityworks to include all labor materials and equipment per repair/job and shall also be summarized in monthly activity reports.
- L. Perform all work as needed or necessary to avert, or avoid any dangerous condition associated with respect to operation or maintenance of the Systems. OPERATOR shall immediately provide adequate notice to the CITY through the Public Works Director or CITY Engineer of each such condition upon notice or discovery of the same by OPERATOR.
- M. Operate Cityworks, a computerized maintenance management software system for the CITY.
This system shall be employed to document all maintenance activities.
- N. Provide capital planning and assistance to the CITY, if desired, for both short- and long-term needs for expansions or modifications to the System as a result of increased demand, normal replacement needs and regulatory requirements imposed by the State or Federal agencies. Recommendations shall be submitted annually on June 1 to the CITY during the term of this Agreement.
- P. Provide assistance to the CITY to prepare annual operating budget and identify needs for capital expenditures.
- Q. Complete a Global Positioning System survey for each new water meter, water valve, fire hydrant, sewer manhole, sewer pipe, water pipe, water well, water tank, sewer pump station, pressure reducing valve, gas line, gas valve, and other infrastructure that is installed or replaced that is currently not on the CITY's GIS maps or is incorrectly reflected on the GIS Maps. This survey shall be provided in a format so as to seamlessly import into the existing GIS system and shall be provided as the data is collected.
- R. Perform routine cleaning and grounds maintenance including mowing at System sites.
- S. Provide assistance to the CITY's staff or consultants in review of any proposed project impacting the System.
- T. Provide the monthly activity report to the Public Works Director and CAO. The content of the report will be as requested by the Director.
- U. Attend meetings of the Mayor and CITY Council as requested to present reports or answer questions.
- V. Perform other contract operations services as directed by the CITY as may arise or be required in conjunction with the services contracted hereunder.
- W. Notify the CITY if an outside contractor or capital project may be needed to perform a repair to infrastructure.

WATER AND SEWER UTILITY SYSTEMS

Supply Wells

These responsibilities shall include the following:

- A. Provide continuous operation of the plant in accordance with Mississippi State Department of Health (MSDH) requirements and within the plant operating capabilities
- B. Operate, manage, and maintain the plant production systems so that finished water discharged from the plant meets MSDH water quality and disinfection requirements.
- C. Operate, manage, and maintain the plant production systems so that wastewater discharged from the plant complies with the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit No. MS0060305 issued to the CITY by the Mississippi Department of Environmental Quality (MDEQ).
- D. Provide monitoring, sampling, and submit for testing by others, water and wastewater samples for compliance with MSDH and MDEQ permit requirements.
- E. Develop and maintain all records for compliance with MSDH and MDEQ permit requirements.
- F. Provide technical support for process control, management, maintenance, and plant repair as necessary to assist the CITY to ensure performance of its obligations for operation of the plant.
- G. Perform preventative and corrective maintenance of all plant equipment in accordance with the equipment manufacturers' recommendations.
- H. Prepare and submit purchase requisitions to the CITY for chemicals, consumable supplies, parts, and other services required for continuous operation of the plant.
- I. Provide written reports on a weekly basis of the operations and production activities of the plant, chemical usage and inventories, and the status of preventative and corrective activities performed.

OPERATOR shall be responsible for the regular operation and maintenance of the water supply wells listed below:

<u>Name</u>	<u>Address</u>	<u>Capacity(GPM)</u>
Oaklawn Well	9339 Oaklawn Rd	525
Maple St Well	162 Maple St	950
Pine Street Well	129 Pine St	1050
Tullis Manor Well	369 Beach Blvd	1300
Kuhn St Well	199 Kuhn St	1000
Bradford St Well	768 Bradford St	800
Father Ryan Well	1352 Father Ryan Ave	1150
Debuys Well	262 Debuys Rd	850
Lakeview Well	364 Lakeview	1300
Park Dr Well	345 Park Dr	900
Iberville Well	205 Iberville Dr	900
Greater Ave Well	1880 Greater Ave	850
North Biloxi #1 Well	2145 Popp's Ferry Rd	900
Rustwood Well	2181 Rustwood Dr	480
Vee St Well	881 Vee St	1300
South Hill Well	1991 South Hill Dr	330

Cedar Lake Well	11412 Fenton Dr	300
Porter Ave Well	1082 Irish Hill Dr	800
Hospital Well	1123 Bayview Ave	300
Sports Complex Well	795 Wells Rd	1300
67 & Oaklawn Well	11237 N Oaklawn Rd	1500
North Riverview Well	11186 N Riviere Vue Cir	150
Superior Well	9003 Woolmarket Rd	400
New Bay Vista Well	2491 Pass Rd	1350

These responsibilities shall include the following:

- A. Operate, manage, and maintain the well production systems so that finished water discharged from the plant meets MSDH water quality and disinfection requirements.
- B. Provide monitoring, sampling, and submit for testing by others, water and wastewater samples for compliance with MSDH and MDEQ permit requirements.
- B. Develop and maintain all records for compliance with MSDH and MDEQ permit requirements.
- D. Provide technical support for process control, management, maintenance, and well repair as necessary to assist the CITY to ensure performance of its obligations for operation of the plant.
- E. Perform preventative and corrective maintenance of all well equipment in accordance with the equipment manufacturers' recommendations.
- F. Prepare and submit purchase requisitions to the CITY for chemicals, consumable supplies, parts, and other services required for continuous operation of the wells.
- G. Provide written reports on a weekly basis of the operations and production activities of the plant, chemical usage and inventories, and the status of preventative and corrective activities performed.
- H. Daily monitoring of all wells utilizing the CSI SCADA system and on-site inspections of all wells that are in service.
- I. Daily readings for all well run times, flow totals, and operating conditions.
- J. Regular removal and disposal of debris and deleterious materials discovered during daily inspections.
- K. Regular site maintenance of all well sites including cleaning well buildings.
- L. Preparation of weekly reports of all well-flow totals, run time hours, and preventative and corrective maintenance activities for each well.

Storage Tanks

OPERATOR shall be responsible for the regular operation and maintenance of the elevated storage tanks, and ground storage tanks listed below:

<u>Name</u>	<u>Location</u>	<u>Capacity (gal)</u>	<u>Tank Type</u>
Oaklawn Tank	9339 Oaklawn Rd	21,000	Ground
N River View Tank	11186 N Riviere Vue Dr	13,000	Ground
Kuhn St Tank	199 Kuhn St	1,000,000	Elevated
Bay Vista Tank	2491 Pass Rd	1,000,000	Elevated

Greater Ave Tank	1880 Greater Ave	1,000,000 Ground
North Biloxi #1 Tank	2145 Popps Ferry Rd	1,000,000 Elevated
Crazy Horse Tank	1654 Popps Ferry Rd	1,000,000 Elevated
6Th Street Tank	310 Maple St	1,000,000 Elevated
Porter Ave Tank	1082 Irish Hill Dr	1,000,000 Ground
Woolmarket Fire Station Tank	9370 W Oaklawn Rd	1,000,000 Elevated
HCUA Broadwater Tank	Greater Avenue	750,000 Elevated

These responsibilities shall include the following:

- A. Daily monitoring of all water storage tanks and booster station utilizing the CSI SCADA system and on-site inspections of all tanks.
- B. Daily readings of all tank levels at time of inspection.
- C. Daily readings of run-times of booster pumps and level and pressure readings of the pressure tank at the time of inspection.
- D. Preparation of weekly reports of all tank operations including maximum and minimum tank levels and all maintenance activities performed at each tank.
- E. Preparation of weekly reports of Booster Station operations including pump run- time hours, minimum and maximum pressure and tank levels as well as all maintenance activities performed each month.

Note: The CITY of Biloxi has a separate contract with USG Water Solutions for Water Tank Maintenance which includes routine inspections every 5 years, cleaning and flushing, structure inspection and maintenance, interior and exterior tank repairs and repainting as needed.

Water Distribution:

OPERATOR shall be responsible for the regular operation and maintenance of the water distribution network. These responsibilities shall include the following:

- A. Those meters that are not communicating, perform physical meter readings so that monthly billing will be accurate. Meter readings shall be performed in accordance with the Meter Reading section.
- B. Installing new taps and meters, repairing water leaks, pipe breaks, fire hydrant repairs and maintenance, flow testing, new service installations, work orders, emergency repairs, exercising water valves, sampling, precautionary boil-water notices as well as other services necessary to operate and maintain the water distribution system.
- C. Developing a daily inspection policy that captures all specific preventative maintenance information as outlined by the manufacturer and as recommended by American Public Works Association and American Water Works Association.
- D. Using CSI Supervisory Control and Data Acquisition (SCADA) as well as experienced and knowledgeable in the maintenance and troubleshooting of systems.
- E. Complying with regulatory requirements as set forth by State and Federal guidelines.
- F. Employing a Mississippi State certified Water OPERATOR. The water OPERATOR shall be responsible for all distribution records and be available for Mississippi Department of Health audits when necessary.
- G. Conducting water sample collections by OPERATOR's staff consistent with current system needs and State and Federal requirements. This shall include ensuring the water samples are properly

taken, preserved, and transported to the appropriate State testing laboratory as is currently being performed to ensure the safety of the potable water supply of the CITY.

Wastewater Collection:

OPERATOR shall be responsible for the regular operation and maintenance of the wastewater collection network. These responsibilities shall include the following:

- A. Maintaining Certification in Pipeline and Manhole Assessment through NASSCO's PAC Program and have at least one (1) employee who has attended the EPA Fats Oil and Grease (FOG) seminar and obtained any certification or licensing now available from EPA and/or State of Mississippi.
- B. Responding to sewer backups, installation of sewer taps, point repairs, main-line breaks, CITY service line breaks, manhole repairs, manhole inspections, sanitary sewer overflows, inflow/infiltration corrective actions, clearing stoppages, root removal, service tap locates, as well as other services necessary to operate and maintain the wastewater collection system.
- C. Develop a preventative maintenance program for cleaning and video inspections of lines, and smoke testing and running the program once approved by the CITY.
- D. Assisting the CITY in the reduction of inflow and infiltration (I&I). OPERATOR will be Responsible for sewer collection smoke testing as a means of determining Inflow/Infiltration (I/I).

Lift-Station Maintenance / Repair:

OPERATOR shall be responsible for the regular operation and maintenance of the sewer lift-stations listed below. These responsibilities shall include the following:

- A. Repairing (or pulling to be repaired) both Submersible, and above ground pumps, motors and control systems. Must be proficient in the timely identification (troubleshooting) of specific issues to ensure downtime is at a minimum. Such services may require the repair and/or replacement of pump internals, belts, electric motors, control systems as well as other services necessary to operate, maintain, and repair wastewater lift stations.
- B. Bypass pumping may be required during maintenance or repairs performed by the OPERATOR. Bypass pumping for repairs that will require a capital project will be paid for as an additional service under this contract, as needed.
- C. Developing a daily inspection policy that captures all specific preventative maintenance information as outlined by the manufacturer.
- D. Using the Control Systems, Inc. (CSI) Supervisory Control and Data Acquisition (SCADA) in the maintenance and troubleshooting of systems.

Location	Name	Latitude	Longitude
314-LS MAPLE STREET	6 St L.S.	30.403309	-88.865773
1929-A-LS BAYSIDE DRIVE	BAYSIDE EAST L.S.	30.42547371	-88.95284421
619-LS BAYSIDE DRIVE	BAYSIDE WEST L.S.	30.42512111	-88.95916323
2390-LS BEAU CHENE DRIVE	BEAU CHENE L.S.	30.43172286	-88.97912723
103-LS BEAUVOIR ROAD	BEAUVOIR @ HWY 90 L.S.	30.39173686	-88.9729604
214-LS BEAUVOIR ROAD	BEAUVOIR @ RR TRACKS L.S.	30.39738335	-88.97261729
278-LS STENNIS DRIVE	BEAUVOIR MANOR L.S.		
BELLE LA VIE PKWY	BELLE LA VIE L.S.		

8611-LS WEST OAKLAWN RD	GOLDEN FLAKE L.S.	30.45524024	-88.98417782
377-LS GOOSE POINTE BLVD.	GOOSEPOINT L.S.	30.40683564	-88.99592737
326-LS GREENWOOD DRIVE	GREENWOOD DRIVE L.S.	30.40442368	-88.96708002
971-LS RUSTWOOD DRIVE	GULF VIEW L.S.	30.44096374	-88.96319469
Woolmarket Rd	HCUA L.S.	30.47207038	-88.98377325
ACROSS FROM 13294 WASH FAYARD RD	HCUA L.S.	30.47919189	-88.99769268
828-LS TERRACE CT	HENGEN PLACE L.S.	30.4373787	-88.92409663
310-LS ABBEY COURT	HIDDEN OAKS APT L.S.	30.40430774	-88.96689281
375-LS HILLER DRIVE	HILLER PARK L.S.	30.40630111	-88.95240164
395-LS HILLER DRIVE	HILLER PARK TENNIS COURTS L.S.	30.40873404	-88.95203837
11513-LS HOLLY BLUFF CIRCLE	HOLLY BLUFF EAST L.S.	30.4542604	-88.93115283
11662-LS HOLLY BLUFF CIR	HOLLY BLUFF WEST L.S.	30.45452313	-88.93331352
713-LS HOLLY HILLS DRIVE	HOLLY HILLS L.S.	30.42569491	-88.96303568
1133-LS BAYVIEW AVENUE	HOSPITAL L.S.		
1891-LS IMPERIAL ESTATES	IMPERIAL ESTATES L.S.	30.44019161	-88.94747564
436-LS JIM MONEY ROAD	JIM MONEY L.S.	30.41145961	-88.96107928
1623-LS Popp's Ferry Rd	KEESLER BAY VILLAS		
863-LS LAMEY STREET	LAMEY STREET L.S.	30.44033919	-88.91720806
7002-LS WOOLMARKET RD	LARKIN L.S.	30.47240375	-88.95104107
756-LS BAYBREEZE DR	LIVE OAK ON THE BAY L.S.	30.43217638	-88.93040852
11332-LS CEDAR LAKE ROAD	LOVES TRUCK STOP L.S.	30.4517049	-88.93412219
1299-LS LUKE DRIVE	LUKE DRIVE L.S.	30.41684223	-88.91206737
2436-LS BEACH BLVD	MAISON D'ORLEANS L.S.	30.39222666	-88.97831641
728-LS MALPASS LANDING DRIVE	MALPASS LANDING L.S.	30.43052544	-88.95281161
231-LS MCDONNELL AVENUE	MCDONNELL AVENUE L.S.	30.39933547	-88.94555547
372-LS MCDONNELL AVENUE	MCDONNELL AVENUE NORTH L.S.	30.40607482	-88.94414976

454-LS MELISSA DRIVE	MELISSA DRIVE L.S.	30.41358461	-88.96908878
683-LS MICHELLE DRIVE	MICHELLE DRIVE L.S.	30.42638018	-88.94780107
13008-LS FRANKLIN CT	MILLCREEK L.S.	30.47228435	-89.00016288
2768-LS MISSION LANE	MISSION LANE L.S.	30.39524049	-88.99943906
2017-LS BRASHER ROAD	MONIE VISTA	30.42702651	-88.95631655
9378-LS WEST OAKLAWN RD	MOOSEVILLE GRINDER PUMP L.S.	30.4496796	-88.99473485
12237-LS OAKLAWN ROAD	NORTH OAKLAWN L.S.	30.46222218	-88.97140424
969-LS NORTH COUNTRY CLUB LANE	NORTH COUNTRY CLUB L.S.	30.44053215	-88.97212675
959-LS NORTH SHORE DRIVE	NORTH SHORE L.S.	30.44006663	-88.98098999
12300-LS OLD HWY 15	OLD HWY 15 L.S.	30.46524824	-88.90891064
838-LS ON THE GREEN DRIVE	ON THE GREEN L.S.	30.43329627	-88.97381938
343-LS PARK DRIVE	PARK DRIVE L.S.	30.40853582	-88.96376934
11420-LS PARKERS CIR	PARKERS CIRCLE L.S.	30.45459783	-88.98078177
12146-LS PARKERS CREEK RD	PARKERS CREEK ROAD L.S.	30.46132916	-88.9677672
8070-LS EAST OAKLAWN RD	PARKERS LANDING L.S.	30.45743513	-88.96813615
2628-LS PARKVIEW DRIVE	PARKVIEW L.S.	30.40701404	-88.99041945
2610-LS EXECUTIVE PLACE	PETIT BOIS & RR TRACKS L.S.	30.39580541	-88.99103677
10519-LS PIN OAK DRIVE	PIN OAK L.S.	30.44191984	-89.00385281
469-LS POPPS FERRY ROAD	POPPS FERRY @ BRIDGE L.S.	30.41284756	-88.97627041
837-LS ELLINGTON DRIVE	POPPS FERRY LANDING L.S.	30.43898948	-88.92529252
1654-LS POPPS FERRY ROAD	POPPS FERRY POLICE STATION L.S.	30.44407391	-88.93006065
1598-LS Popps Ferry Rd	POPPS FERRY ROAD L.S.	30.44304025	-88.9237106
380-LS NELSON ROAD	POPPS FERRY SCHOOL L.S.	30.40607621	-88.97342836
13600 WINTERBERRY DR	PRESERVE L.S.		
255-LS EISENHOWER DRIVE	RAINTREE APARTMENTS L.S.	30.39792289	-88.9932709
11878-LS RIVER ESTATES CIR	RIVER ESTATES NORTH L.S.	30.45456261	-88.97614686
11703-LS RIVER ESTATES CIR	RIVER ESTATES SOUTH L.S.	30.45133246	-88.97909136

9002-LS RIVER OAKS CT	RIVER OAKS COURT L.S.	30.45266213	-88.98472633
375-LS RODENBERG AVENUE	RODENBERG - NORTH L.S.	30.40739924	-88.93877986
1701-LS BEACH BLVD	RODENBERG @ HWY 90 L.S.	30.39331049	-88.93848492
224-LS RODENBERG AVENUE	RODENBERG @ RR TRACKS L.S.	30.39907096	-88.9382049
2534-LS RUE PALAFOX	RUE PALAFOX L.S.	30.3972066	-88.98530721
256-LS RUE PETIT BOIS	RUE PETIT BOIS L.S.	30.39795718	-88.99007845
1773-LS BRASHER ROAD	SAVANNAH ESTATES L.S.	30.42811802	-88.9403351
9127-LS SCENIC RIVER DR	SCENIC RIVER DRIVE L.S.	30.44930434	-88.98781133
798-LS HOLLY HILLS DRIVE	SHARON HILLS DRIVE L.S.	30.43133419	-88.95948824
10157-LS SOUTH RIVER DRIVE	SOUTH RIVER DR L.S.	30.43141725	-89.00656969
2472-LS SOUTH SHORE DRIVE	SOUTH SHORE L.S.	30.43446414	-88.98630443
2065 SOUTHERN AVE	SOUTHERN L.S.		
102-LS ST. JOHN AVENUE	ST. JOHN L.S.	30.39383478	-88.92856211
2221-LS STELLY DRIVE	STELLY DRIVE L.S.	30.40521181	-88.96769919
2093-LS SUMMAG DRIVE	STONE BRIDGE L.S.	30.43692869	-88.96274977
713-LS OLEANDER LANE	SUNKIST L.S.	30.42668325	-88.96985845
HIGHWAY 67	T & E L.S.	30.47270184	-88.97104876
958-LS THORNHILL ROAD	THORNHILL NORTH #2 L.S.	30.44074645	-88.97662468
977-LS THORNHILL ROAD	THORNHILL SOUTH #1 L.S.	30.43998463	-88.9765361
13060-LS ALPINE DRIVE	TIMBER CREEK L.S.	30.47369153	-88.94003536
12360-LS OLD HWY 67	TUXACHANIE 1 L.S.	30.46897734	-88.93855079
6312-LS TUXACHANIE 2 RD	TUXACHANIE 2 L.S.	30.50200225	-88.94391694
455-LS WALDA DRIVE	WALDA DRIVE L.S.	30.41227539	-88.98335813
WALMART PASS ROAD	WALMART PASS ROAD	30.40424112	-88.9585876
9959-LS WEST OAKLAWN	WEST OAKLAWN L.S.	30.44617936	-88.99565952
609-LS WETZEL DRIVE	WETZEL DRIVE L.S.	30.42472343	-88.94613621
429-LS WOODLAND PARK DRIVE	WOODLAND PARK DRIVE L.S.	30.4125683	-88.96715651
12050-LS CEDAR LAKE RD	YO MAMAZ HOUSE L.S. (aka Cedar Lake)	30.45850202	-88.93880186

Meter Reading

Meter reading services are within the scope of this Contract; the OPERATOR shall be responsible for the following:

- A. Collecting digital meter reads through the Sensus system and ensuring those readings integrate seamlessly into the billing system.
- B. Ensuring that 90% of meters are communicating back to the Sensus system on a monthly basis and performing necessary repairs and/or replacements. *Meter Communication Benchmark — Phase-In.* The parties acknowledge that approximately four thousand (4,000) of the City's meters are not currently communicating with the Sensus system, and that the City is undertaking a separate effort to restore full system communication. The OPERATOR shall not be held to the ninety percent (90%) communication benchmark, nor subject to any related penalty or retainage deduction, until the meter communication system is fully operational, as confirmed in writing by the City.
- C. Ensuring the accurate reading of such meters, with such infrastructure to include, but not be limited to, meters, registers, register heads, internal assemblies or calibration with wireless systems, etc.
- D. Providing and inputting readings it obtains from meters into whatever system is utilized by the CITY in connection with its utility billing system.
- E. Conducting re-reads and inspections of meters and related infrastructure as needed or necessary when the accuracy of the same is disputed or questioned by the CITY or its customers.
- F. Providing such information or data as is found by the CITY to be necessary or needed in connection with the efficient and proper operation of the CITY's utility billing system and associated with the meter systems.
- G. Cooperating with attending such meetings as are determined to be needed or necessary by CITY in connection with the efficient and proper operation of the CITY's utility billing system.
- H. Providing sufficient number of meter readers to effectively handle the demands of reads of bills, cut-offs, cut-ons, rereads, reconnects, and other like type needs that will be part of the daily routine of the CITY's water billing department.
- I. Performing meter readings within the schedule designated or approved by the CITY but the actual hours worked by the OPERATOR in the performance of meter reading shall be at the OPERATOR's discretion, so long as the meter reading is performed within said schedule.
- J. Providing the CITY's Utility Billing Manager, or designee, all required records of water turn-ons and turn-offs and meter readings performed by the OPERATOR's personnel but not yet reported to the CITY.
- K. Ensuring that all its employees are properly trained, to the CITY's satisfaction, in the methods by which meters are to be read and the results recorded, and to ensure the meters are read accurately and without damage to CITY property in accordance with schedules established or approved by the CITY.

L. Notifying CITY of all incidents and times when it could not obtain a reading of a meter as required and in accordance with the applicable schedule, with such notification to occur at the time each condition is discovered or incident arises.

1. If a meter is obscured from vision due to water or dirt in the meter box, the OPERATOR and/or its personnel shall be required to pump out the water or dig out the dirt and obtain a reading. If a meter is unable to be found, due to it being covered by substantial debris, then the meter reader shall have the responsibility of leaving a door hanger at the location notifying the customer of such and reporting such failure to find the meter and the reason therefore on their report sheet. The meter reader shall also, at the same time, notify the CITY's Utility Billing Supervisor or equivalent official, or designee, of such condition.
2. If the meter reader cannot obtain a meter reading for safety reasons (e.g., a dangerous animal in the area), the reader shall try to obtain the customers' assistance, or leave a door hanger explaining when he/she will return to obtain a reading. If, upon returning, the animal is still loose and a reading cannot be obtained, the reader will leave another door hanger notifying the customer the reading will be estimated. The reader must keep a log of the addresses that have been left a hanger, the date the same were left, and the reasons the hangers was needed. The meter reader shall notify the OPERATOR's Utility Billing Supervisor or equivalent official, or designee, of each such condition at the time of discovery of the same. In addition, the log shall be turned into the CITY's designated official within the Public Works Department.

It is acknowledged and understood by OPERATOR that the accuracy of meter readings is of paramount importance to the CITY and its revenue collection processes and that CONTRACTOR shall endeavor to provide timely and accurate reads of meters to the CITY within applicable schedules and timelines.

Vehicles and Equipment – Option Two - 2 Accepted

The OPERATOR has assumed purchase of the City's vehicles, equipment and machinery for use in the fulfillment of the contract as listed herein.

- A. OPERATOR will be allowed to use a portion of the CITY's vehicle maintenance garage. All repairs and maintenance to vehicles, equipment, and machinery shall be the responsibility of the OPERATOR.
- B. Keeping all vehicles and equipment presentable, clean, and in good order.

Utility Billing and Collection Department

OPERATOR shall manage and staff the CITY utility billing services for water, sewer, and garbage billing. Meter reading cycles will remain in force as approved by CITY.

OPERATOR will employ staff to perform the referenced services. The current staff total is 5 full-time employees; one (1) supervisor, one (1) computer/ office assistant and three (3) billing clerks.

OPERATOR shall provide daily reconciliation for all revenue collected and document all collections with CITY representatives.

The CITY shall continue to pay all costs associated with the mailing of all billing for customers, purchase all materials for scope of services, provide OPERATOR the necessary equipment to perform the billing and work order software and computers for the scope of services (Touch Read equipment, meter inventory, etc).

The CITY shall fund all computer and software support/updates or upgrades for CITY owned items used by the OPERATOR. The CITY shall pay for all new meters or for replacement of damaged or new service connections to the System.

The CITY may negotiate with OPERATOR for OPERATOR to provide utility billing software in place of Tyler Technologies that is currently being used. OPERATOR shall include in their proposal any knowledge or experience they have with Tyler Technologies/MUNIS software.

APPENDIX B
Equipment and Vehicles
City of Biloxi Water and Sewer Division

Asset	Description	Type	Tag Number	Serial/Parcel	Acquired	Location
007029	AIR COMPRESSOR, 185 CFM - PORTABLE 185DPQ-SULLAIR	Tool	007029	200708200032	08/29/2007	Crane Truck at Oak St.
031875	APPARATUS, BREATHING INTERSPIRO HEAD HARNESS	Tool	031875		01/09/2020	Tracey's Office
016374	APPARATUS, BREATHING INTERSPIRO SELF-CONT	Tool	016374	336890496T	01/19/2014	Tracey's Office
032881	ATTACHMENT, LANDPRIDE HYDRAULIC BREAKER	Heavy Equip	032881	1134537K	03/01/2023	On Backhoe at Oak St.
013365	ATV, 2005 SUZUKI ATV UNIT 0559	ATV	013365	5SAAK46K757112844	10/18/2005	
013370	ATV, 2006 SUZUKI ATV UNIT 0564	ATV	013370	5SAAK46K767102803	10/18/2005	
014976	ATV, QUADRUNNER - SUZUKI ATV 2009 #ATV02	ATV	014976	5SAAM45PX97102516	06/21/2010	
014975	ATV, QUADRUNNER- SUZUKI ATV 2009 #ATV01	ATV	014975	5SAAM45P697103775	06/21/2010	
009437	AUTO-CRANE W/ KNAPEIDE SERV.BED 8406H 070617 INTERNATIONAL	Heavy Equip	009437	KNA6132DLHR-60J	06/25/2007	Oak St. - on crane truck
032167	BACKHOE CASE 580N EP LOADER	Heavy Equip	032167	NMC770429	09/30/2021	SELL OPEN CAB
015005	BACKHOE, 2010 J. DEERE 310T LOADER #HE201	Heavy Equip	015005	TO310JX178938	08/27/2010	Oak St.
014107	BLOWER, 5 HP RIP CORD LIQUID SMOKE GXV140	Equip	014107	SMK18H-LS030204 119	04/29/2004	Warehouse
031666	BORING MACHINE, PRAIRIE DOG	Equip	031666	MODEL# 40EW	05/08/2019	Tap Trailer
030474	CAMERA, FLUKE INFARED CAMERA #VTO4A	Tool	030474		02/15/2016	
031738	CAMERA, MINI ASSEMBLY	Equip	031738		08/26/2019	
030488	CAMERA, MULTI CONDUCTOR CCTV INSPECTISYSTEM	Equip	030488	15112405	01/25/2016	
008100	CUTOFF SAW (TS420) STIHL STTS 400/14	Tool	008100	168904817	06/13/2008	
013996	CUTTER, 6-8" DUCTILE PIPE CUTTER	Tool	013996		03/09/2004	Warehouse
013997	CUTTER, 8-12" DUCTILE PIPE CUTTER	Tool	013997		03/09/2004	Warehouse
013995	CUTTER, DUCTILE PIPE 4-6"	Equip	013995		03/26/2004	Warehouse

009473	CUTTER, PIPE CHAIN - SHORT 15" REED SC49015	Tool	009473	SC4915	08/15/2007	Warehouse
007056	CUTTER, RIGID HINGE PIPE 4"- 6" 466-CI	Tool	007056		09/26/2007	Warehouse
007057	CUTTER, RIGID HINGE PIPE 6"- 8" 468-CI	Tool	007057		09/26/2007	Warehouse
007058	CUTTER, RIGID HINGE PIPE 8"- 12" 472-CI	Tool	007058		09/26/2007	Warehouse
031388	EXCAVATOR, 2018 KUBOTA KX057-4R1A WITH HYD THUMB HE9749	Heavy Equip	031388	29749	08/01/2018	Oak St. w/hammer on it (HE9749)
031340	EXCAVATOR, 2019 HYUNDAI 145LCR EXCAVATOR	Heavy Equip	031340	HHKHK502JJ	08/30/2018	Oak St.
031717	EXCAVATOR, 2019 KUBOTA KX033-4R1A EXCAVATOR (HE-379)	Heavy Equip	031717	13079	07/25/2019	Oak St.
014980	EXCAVATOR, KOMATSU MINI PC45MR-3 #HE200	Heavy Equip	014980	6077	06/29/2010	Oak St. has the cutter on it
007922	EXCAVATOR, KUBOTA KX161-3 UNIT #HE999	Heavy Equip	007922	33115	05/29/2008	Oak St.
009493	GENERATOR - TAYLOR TRAILER-MOUNTED TM140	Generator	009493	TP 21001 TM140	08/24/2007	Oak Street
009494	GENERATOR - TAYLOR TRAILER-MOUNTED TM140	Generator	009494	TP 21002 TM140	08/24/2007	Oak Street
15395	GENERATOR 140KW TAYLOR, PORTABLE	Generator	15395	MODEL TMC140 SN#TP 24107	09/19/2011	Oak Street
010737	GENERATOR GEN 07 - GENERAC 2000	Generator	010737	2009974	05/21/2002	Oak Street
010716	GENERATOR GEN06 - KOHLER 300	Generator	010716	HH800IT7	04/04/2001	Oak Street
009495	GENERATOR TAYLOR TRAILER-MOUNTED TM140	Generator	009495	TP 21003 TM140	08/24/2007	Oak Street
030514	GENERATOR TORY BUILT 6000 PORTABLE	Generator	030514		06/18/2016	Oak Street
031080	GENERATOR, 5.5KW PORT	Generator	031080		09/29/2017	Oak Street
008128	GENERATOR, SPIDER BOX - PORT.POWER SOURCE	Tool	008128	07469	07/22/2008	Warehouse
014383	GENERATORM 413140	Generator	014383	2078052	12/29/2004	Oak Street
030612	LOCATOR, CST BERGER MAGNA TRAK 100	Tool	030612	601000110	07/22/2016	Thomas
030613	LOCATOR, CST BERGER MAGNA TRAK 100	Tool	030613	601000106	07/22/2016	Thomas
009034	LOCATOR, MAGNA TRAC (CST 19-550-100)	Tool	009034	100086644	09/20/2006	Thomas
031057	LOCATOR, MAGNET MODEL TRAK100 MAGNETIC	Tool	031057	706000021	08/29/2017	Thomas
031056	LOCATOR, MAGNET MODEL TRAK100 MAGNETIC	Tool	031056	702000051	08/29/2017	Tracey

031058	LOCATOR, MAGNET MODEL TRAK100 MAGNETIC	Tool	031058	702000024	08/29/2017	Broke in warehouse
031059	LOCATOR, MAGNET MODEL TRAK100 MAGNETIC	Tool	031059	702000042	08/29/2017	broke in warehouse
031060	LOCATOR, MAGNET MODEL TRAK100 MAGNETIC	Tool	031060	702000046	09/08/2017	Lance
031268	LOCATOR, MAGNET MODEL TRAK100 MAGNETIC	Tool	031268	708000021	02/16/2018	Lance
031269	LOCATOR, MAGNET MODEL TRAK100 MAGNETIC	Tool	031269	706000033	02/16/2018	Water Dept.
031758	LOCATOR, MAGNETIC LOCATOR	Tool	031758		09/26/2019	Water Dept.
031759	LOCATOR, MAGNETIC LOCATOR	Tool	031759		09/26/2019	Water Dept.
031440	LOCATOR, MAGNETIC LOCATOR MAGNA TRAK100	Tool	031440		10/24/2018	
030189	LOCATOR, RIGID MODEL ST-305 TRANSMITTER	Tool	030189	214-06243	01/15/2015	
030186	LOCATOR, RIGID SR-24 PIPE	Tool	030186	225-02554	10/09/2015	
032105	LOCATOR, RX LOCATOR WITH CASE	Tool	032105		05/05/2021	
032187	MOWER, EXMARK 48" RIDING MOWER	Mower	032187	R8500351	10/25/2021	
032186	MOWER, EXMARK 60" RIDING MOWER	Mower	032186	409338012	10/25/2021	
032188	MOWER, EXMARK 60" RIDING MOWER	Mower	032188	R8803263	10/25/2021	
032798	MOWER, EXMARK 60" RIDING MOWER	Mower	032798	414359858	01/18/2023	
032850	PROGRAMMER, JUNIPER HANDHELD WATER METER	Tool	032850	5396353704808	03/21/2023	Water Dept.
032092	PROGRAMMER, METER ARCHER 3 HANDHELD MD#AR3-GB	Tool	032092		06/14/2021	Water Dept.
032093	PROGRAMMER, METER ARCHER 3 HANDHELD MD#AR3-GB	Tool	032093		06/14/2021	Water Dept.
030553	PUMP, CENTRIFUGAL WP-3065HL HONDA	Pump	030553		06/15/2016	Warehouse or in truck
016305	PUMP, CENTRIFUGAL 3" HONDA GAS WT30XK3A	Pump	016305	WAWJ1004195	09/11/2013	Warehouse or in truck
008333	PUMP, CENTRIFUGAL 3" HONDA GAS WT30XK3A #139	Pump	008333	1130139	07/23/2008	Warehouse or in truck
008331	PUMP, CENTRIFUGAL 3" HONDA GAS WT30XK3A #145	Pump	008331	1130145	07/23/2008	Warehouse or in truck
009374	PUMP, CENTRIFUGAL 8X8 ON TRAILER PIONEER PP88512L	Pump	009374	UNIT #5318	06/18/2007	Oak St. or Water Dept.
030552	PUMP, CENTRIFUGAL WP-3065HL HONDA	Pump	030552		06/15/2016	Oak St. or Water Dept.

033242	PUMP, CT8 BYPASS	Pump	033242	15877	04/03/2024	Oak St. or Water Dept.
033243	PUMP, CT8 BYPASS	Pump	033243	15878	04/03/2024	Oak St. or Water Dept.
008839	PUMP, JOHN DEERE/PIONEER 6" PP66	Pump	008839	PE4045D407235	10/05/2005	Oak St. or Water Dept.
008840	PUMP, JOHN DEERE/PIONEER 6" PP66	Pump	008840	PE0445D407234	10/05/2005	Oak St. or Water Dept.
008343	PUMP, MUDHOG - 3" ABS	Pump	008343	DO805234	09/04/2008	Warehouse or in truck
007966	PUMP, PIONEER 6" SUPER PUMP PP66S12 PMP-9406	Pump	007966	9406	04/29/2008	Oak St. or Water Dept.
007964	PUMP, PIONEER 6" SUPER PUMP PP66S12 PMP-9408	Pump	007964	9408	04/29/2008	Oak St. or Water Dept.
007963	PUMP, PIONEER 6" SUPER PUMP PP66S12 PMP-9409	Pump	007963	9409	04/29/2008	MGM or Rodenberg
007962	PUMP, PIONEER 6" SUPER PUMP PP66S12 PMP-9410	Pump	007962	9410	04/29/2008	MGM or Rodenberg
033744	PUMP, SUPER 8" VACUUM ASSISTED DIESEL	Pump	033744	25G192500062Y	08/08/2025	Oak St. or Water Dept.
031768	PUMP, WACKER 3" DIAPHRAM	Pump	031768	24479768	09/19/2019	Warehouse or in truck
009058	PUMP, WACKER 3" DIAPHRAM	Pump	009058	5671983	09/27/2006	Warehouse or in truck
031065	PUMP, WACKER 3" DIAPHRAM	Pump	031065	24379293	08/30/2017	Warehouse or in truck
031066	PUMP, WACKER 3" DIAPHRAM	Pump	031066	24394618	08/30/2017	Warehouse or in truck
031354	PUMP, WACKER 3" DIAPHRAM	Pump	031354	WAKPDT3A	09/28/2018	Warehouse or in truck
031769	PUMP, WACKER 3" DIAPHRAM	Pump	031769	24441405	09/19/2019	Warehouse or in truck
031770	SAW, BRUSHLESS CUTOFF DEWALT	Tool	031770		09/19/2019	
030479	SAW, CHOP HUSQVARNA 967181002 14"	Tool	030479	20153301477	02/15/2016	
016303	SAW, CHOP HUSQVARNA QUICK CUT	Tool	016303	20122401615	09/05/2013	
008082	SAW, CHOP SAW (TS420) STIHL	Tool	008082	168903924	06/26/2008	
031349	SAW, CHOP STIHL 14"	Tool	031349	184890454	09/18/2018	
030188	SAW, CHOP STIHL 14"	Tool	030188	177478720	12/29/2014	
032082	SAW, CHOP STIHL 800	Tool	032082	42249673400J	05/12/2021	
031270	SAW, CHOP STIHL TS 420	Tool	031270	83059121	02/20/2018	
030429	SAW, CHOP TS 420	Tool	030429	179939594	11/03/2015	
030430	SAW, CHOP TS 420	Tool	030430	179939651	11/03/2015	
007052	TANK, FUEL 500 GALLON EMERGENCY USE	Equip	007052		08/21/2007	Water Dept

014305	TAP MACHINE, AQUA TAPPING KIT UNIT#60804	Equip	014305		11/05/2004	In Thomas' Office
032262	TAP, HOT MACHINE	Equip	032262		03/03/2022	Tap Trailer
010844	TAP, HYDRA STOPPING UNIT W/ACCESSORIES 4120HS ON TLR-18	Heavy Equip	010844		04/15/2003	Tap Trailer
010843	TAP, HYDRA TAPPING & STOPPING UNIT ON TLR-18	Heavy Equip	010843		04/15/2003	Tap Trailer
014199	TAP, MACHINE ON BOX TLR-18	Tool	014199	510 405 607	03/26/2004	Tap Trailer
009193	TAP, MACHINE TAPEMATE TOO DRIVE ASSEMBLY HEAD	Tool	009193	25806BAB0069	01/23/2007	Tap Trailer
013991	TAP, MACHINE TAPMATE ON BOX TLR-18	Tool	013991	500 404 801	03/26/2004	Tap Trailer - Broken
014165	TAP, TAPMATE MACHINE ON BOX TLR-18	Tool	014165	510409704	05/10/2004	Tap Trailer
014071	TESTER, CHLORINE EMERGENCY KIT	Tool	014071	A-13160	04/06/2004	Warehouse
014072	TESTER, CHLORINE EMERGENCY KIT	Tool	014072	B-13762	04/06/2004	Warehouse
031353	TESTER, CIRCUIT GREENLEE GRE50 TRACER KIT	Tool	031353	GRE501	09/27/2018	Lance???
031515	TESTER, CONFINED SPACE DRAEGER BUMP TEST STATION X-AM	Tool	031515	DRA8319131	12/18/2018	Warehou
031514	TESTER, CONFINED SPACE DRAEGER X-AM 2500	Tool	031514	DRA4542261	12/18/2018	Warehouse
031551	TESTER, CONFINED SPACE DRAEGER X-AM 2500	Tool	031551	DRA4542261	12/18/2018	Warehouse
033650	TRAILER, 2024 THUNDER CREEK - FUEL TRAILER	Trailer	033650	56ZL1UJ20RP001098	03/19/2025	Oak St.
007079	TRAILER, TL29 - FRONTIER CARGO ENCLOSED	Trailer	007079	55WBC162871003289	09/28/2007	Oak St
008157	TRAILER, TL39 - 5 X 10 BLACK BRO'S	Trailer	008157	1UT32Y2008BLK0573	08/07/2008	Oak Street
008158	TRAILER, TL43 - 8 X 18 BLACK BRO'S	Trailer	008158	1UT32Y2007BLK1233	08/07/2008	Oak Street
009311	TRUCK, 2008 FORD F250 EC (#60728)	Truck	009311	1FTSX20R98EA62123	05/17/2007	Joe's
009385	TRUCK, 2008 FORD F350 CREW CAB (#60737)	Truck	009385	1FTWW30R38EB24688	07/25/2007	in woolmarket
015000	TRUCK, 2010 SIERRA SHORT CREW 1500 TRUCK #61002	Truck	015000	3GTRCUEA3AG112506	07/09/2010	
031311	TRUCK, 2018 DODGE RAM 2500 3/4 TON (WHITE) CREW (#61801)	Truck	031311	3C6TR5CTXJG276471	02/07/2018	By the warehouse
031313	TRUCK, 2018 DODGE RAM 2500 3/4 TON	Truck	031313	3C6TR5CT1JG276469	02/07/2018	Woolmarket - Mike's old truck

	(WHITE) CREW (#61803)					
031310	TRUCK, 2018 DODGE RAM 2500 3/4 TON CREW #61800	Truck	031310	3C6TR5CT8JG276470	02/07/2018	Dakota Bliss
031312	TRUCK, 2018 DODGE RAM 2500 3/4 TON CREW #61802	Truck	031312	3C6TR5CTXJG276468	02/07/2018	Brent's old truck
031314	TRUCK, 2018 DODGE RAM 2500 3/4 TON CREW #61804	Truck	031314	3C6TR5CT8JG284049	02/07/2018	Andre Thompson (G80692)
031482	TRUCK, 2019 DODGE RAM 1500 PICKUP #61904	Truck	031482	1C6RR6FG2KS564526	12/26/2018	
031483	TRUCK, 2019 DODGE RAM 1500 PICKUP #61901	Truck	031483	1C6RR6FG8KS564529	12/26/2018	
031485	TRUCK, 2019 DODGE RAM 1500 PICKUP #61902	Truck	031485	1C6RR6FG4KS564530	12/26/2018	
031484	TRUCK, 2019 DODGE RAM 1500 PICKUP #61903	Truck	031484	1C6RR6FG0KS564525	12/26/2018	
031481	TRUCK, 2019 DODGE RAM 1500 PICKUP #61905	Truck	031481	1C6RR6FG4KS564527	12/26/2018	
031480	TRUCK, 2019 DODGE RAM 1500 PICKUP #61906	Truck	031480	1C6RR6FG6KS564528	12/26/2018	
031555	TRUCK, 2019 DODGE RAM 1500 PICKUP #61909	Truck	031555	1C6RR6FG6KS564481	02/19/2019	
031553	TRUCK, 2019 DODGE RAM 1500 PICKUP #61910	Truck	031553	1C6RR6FG8KS564479	02/19/2019	
031634	TRUCK, 2019 FORD F250 #61907	Truck	031634	1FT7X2B68KEE58334	04/25/2019	Jay Brodbeck (G83505)
031579	TRUCK, 2019 FORD F250 PICKUP #61913	Truck	031579	1FT7W2A63KEE57399	12/05/2018	Gabriel Vanegas (G83303)
031580	TRUCK, 2019 FORD F250 PICKUP #61914	Truck	031580	1FT7W2A61KEE57398	12/05/2018	Jaylen Banks (G83304)
031581	TRUCK, 2019 FORD F250 PICKUP #61915	Truck	031581	1FT7X2A61KEE57401	12/05/2018	
031943	TRUCK, 2020 DODGE RAM 1500 #62002	Truck	031943	3C6JR6AG4LG210813	09/01/2020	
031882	TRUCK, 2020 NISSAN ROGUE S #62000	Truck	031882	5N1AT2MT8LC749803	02/19/2020	
033241	TRUCK, 2023 DODGE RAM 1500 TRUCK (#62407)	Truck	033241	3C6RR6KG7PG673942	05/03/2024	Lance Smith (GA7878)
033237	TRUCK, 2024 DODGE 2500 TRADESMAN 3/4 TON TRUCK (#62406)	Truck	033237	3C6UR4CJ4RG249081	05/01/2024	NOT PURCHASING – City-owned, available for Operator use
033295	TRUCK, 2024 DODGE TRADESMAN 3/4 TON TRUCK (#62800)	Truck	033295	3C6UR4CJ6RG249079	05/23/2024	Tracey's old truck
033297	TRUCK, 2024 DODGE TRADESMAN 3/4 TON TRUCK (#62802)	Truck	033297	3C6UR4CJ2RG249080	05/23/2024	Brent's old truck

033296	TRUCK, 2024 DODGE TRADESMAN 3/4 TON TRUCK (G99989 #62803)	Truck	033296	3C6UR4CJ4RG249078	05/23/2024	Alika
006954	TRUCK, DUMP 2008 INTERNAT'L CHASSIS 4300V #60734	Heavy Equip	006954	1HTJTSKM78H576241	05/21/2007	Crane Truck at Oak St. (G43346)
009366	TRUCK, DUMP 2008 INTERNAT'L CHASSIS 4300V #60742	Heavy Equip	009366	1HTJTSKR88H576246	07/18/2007	Oak St. - one Jay Drove (G43305)
009245	TRUCK, DUMP FREIGHTLINER FLD129SD #60703	Heavy Equip	009245	1FUJALCV97DX42676	03/02/2007	Oak St. #42
007446	TRUCK, DUMP TRUCK CHEVROLET UNIT 502	Heavy Equip	007446	1GBP7H1J5TJ109699	07/09/1996	Lee St. - Issue with Brakes
009240	TRUCK, VAC 2007 SEWER CLEANER STERLING #60701	Heavy Equip	009240	2FZAATDCX7AX53303	03/06/2007	Oak St. (G42953)
015040	TRUCK, VAC-CON COMBO SEWR TRUCK 2011 #61103	Heavy Equip	015040	1FVAC3BS1BDAV5796	07/14/2010	Cleo's

APPENDIX C
APPROBATION OF COSTS

OPERATOR's price includes all costs associated with the following budget categories:

- A. Salaries
- B. Overtime
- C. Federal and State Unemployment
- D. Social Security
- E. Medical insurance
- F. Insurance specified in Appendix D
- G. Paid Time Off, Military Leave, Holiday Leave
- H. Employer 401(k) contributions
- I. Uniforms
- J. Personal protective equipment
- K. Hand tools
- L. GPS survey data collection equipment
- M. Traffic control devices
- N. Training costs
- O. Computer hardware / software / Tablets
- P. Office supplies
- Q. Postage (excluding utility billing postage costs)
- R. Corporate operations support
- S. Travel expenses
- T. Dues and subscriptions (CITY shall continue "Mississippi One" dues)
- U. Any other fees and expenses not specifically identified to be paid by the CITY

The CITY will provide and pay for:

- A. CityWorks Software
- B. Repair parts
- C. Utility billing supplies
- D. Dirt
- E. Limestone
- F. Asphalt
- G. Gravel
- H. Concrete/cement
- I. sewer or water pipes and fittings
- J. Meters and related supplies
- K. Chemicals
- L. all other miscellaneous materials required to operate and repair the systems

Any items purchased by the OPERATOR shall be approved in advance and will be reimbursed as a direct pass-thru of those expenses incurred upon proper presentation of receipts and justification, with no added mark-up by the OPERATOR. CITY shall pay no sales tax on items purchased by the OPERATOR.

APPENDIX D- BENCHMARKS

Water Requests

ITEM NO.	DEFINITION OF EACH	QUALITY BENCHMARK	PRODUCTION BENCHMARK PER MAN HOUR	RESPONSE TIME BENCHMARK
1	BAD TASTING WATER – Responds to water quality complaint	Dept. of Health Standards	N/A	3 days
2	BROKEN METER – repair meter that is broken	Current Code/ Engineering Standards	4 meters per man-day	8 days
3	HYDRANT LEAK – repair or replace leaking fire hydrant	Current Code/ Engineering Standards	4 repairs/crew-day or 2 replace/crew-	7 days
4	METER LEAK – repair or replace leaking meter	Current Code/ Engineering Standards	4 leaks repaired per man-day	7 days
5	METER ADJUSTMENT – adjust meter to different height or location	Current Code/ Engineering Standards	4 meters per man-day	12 days
6	METER BOX BROKEN- repair or replace broken meter box	Current Code/ Engineering Standards	6 meter boxes replace per man-day	7 days
7	WATER DIRTY – respond to water quality complaint	Dept. of Health Standards	N/A	3 days
8	WATER LEAK – repair water leak	Current Code/ Engineering Standards	2 leaks repaired per crew-day	7 days
9	WATER MAIN BREAK – repair major water main break	Current Code/ Engineering Standards	1 leak repaired per crew-day	1 day
10	WATER ODOR – respond to water quality complaint	Dept. of Health Standards	N/A	3 days
11	WATER PRESSURE LOW – respond to water quality complaint	Dept. of Health	N/A	3 days
12	BOIL WATER NOTICE	Dept. of Health		Immediate

13	DROP IN METER – install meter at location with service and box	Current Code/ Engineering Standards	N/A 1 meter per man-	10 days
14	INSTALL HYDRANT – install new fire hydrant where one does not exist	Current Code/ Engineering Standards	4 repairs/crew-day or 2 replace/crew-	17 days
15	INSTALL VALVE – install new water valve	Current Code/ Engineering Standards	1 valve installed per crew-day	17 days
16	INSTALL WATER MAIN – install new water main	Current Code/ Engineering Standards	100 If installed per crew-day	17 days
17	INSTALL METER – install new water meter	Current Code/ Engineering Standards	1 meter installed per crew-day	17 days
18	INSTALL YARD METER – install new yard or irrigation meter	Current Code/ Engineering Standards	1 meter installed per crew-day	17 days

Water Requests – Continued

ITEM NO.	DEFINITION OF EACH	QUALITY BENCHMARK	PRODUCTION BENCHMARK PER MAN HOUR	RESPONSE TIME BENCHMARK
19	LOCATE SERVICE CONNECTION – determine and mark location of CITY water and sewer	Per Mississippi One Call Requirements	Per MS One-Call Requirements	2 days
20	LOCATE WATER MAIN – determine and mark location of CITY water and sewer mains	Per Mississippi One Call Requirements	Per MS One-Call Requirements	2 days
21	WATER TAP – install new water tap and service line	Current Code/ Engineering Standards	1 tap per crew-day	14 days
22	METER READING – Timeliness of initial reads of water meters and re-reads of water meters	Current Code/ Engineering Standards	N/A	6 days for initial water meter reads; and 3 days for re-reads of water meters
23	METER READING – Accurate initial water meter reads and re-reads of water meters	Current Code/ Engineering Standards	N/A	
24	SERVICE VERIFICATION – verify if water and sewer is available	Current Code/ Engineering Standards	4 Verifications per man-day	5 days

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Water Routine Maintenance

ITEM NO.	DEFINITION	QUALITY BENCHMARK	PRODUCTION BENCHMARK PER MAN HOUR	RESPONSE TIME BENCHMARK
26	WATER WELL MAINTENANCE	Federal, State, & Local	As needed	On going
27	WATER STORAGE TANK MAINTENANCE	Federal, State, & Local Requirements	As needed	On going
28	FIRE HYDRANT MAINTENANCE	Federal, State, & Local Requirements	4 repairs/crew-day or 2 replace/crew-	On going

Sewer Requests

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	PRODUCTION BENCHMARK PER MAN HOUR	RESPONSE TIME BENCHMARK
31	LIFT STA OUT – respond to lift station problems	As needed	As needed	Immediate
32	LIFT STA OVERFLOW – respond to lift station problems	As needed	As needed	Immediate
33	MANHOLE BROKEN – repair manhole	Current Code/ Engineering Standards	1 manhole repaired per man-day	7 days
34	MANHOLE LID MISSING – replace lid	Current Code/ Engineering Standards	5 manholes repaired per man-day	3 days
35	S DRESS UP AREA - clean and grade area and provide proper erosion control	Current Code/ Engineering Standards	N/A	7 days
36	SEWER BACK UP – clean and unplug sewer line	Federal, State, & Local Requirements	500 lf of sewer line cleaned per crew-day	Immediate
37	SEWER CAVE IN – determine cause and repair cave-in	Current Code/ Engineering Standards	1 repair to sewer line per crew-day	7 days
38	SEWERLEAK – determine cause and repair leak	Current Code/ Engineering Standards	2 repairs to sewer lines per crew-day	Immediate

39	CAMERASEWERLINE S	Federal, State, & Local Requirements	As needed	7 days
40	INSTALLSEWERMAIN – install new sewer main to replace existing	Current Code/ Engineering Standards	80 lf per crew/day	Emergency: 3 days Non- Emergency: 7 days
41	INSTALLSEWERTA P - install new sewer tap and service line	Current Code/ Engineering Standards	1 tap per crew- day	14 days
42	LOCATE CITY SEWERLINE – determine and mark location of CITY sewer main	Per Mississippi One Call Requirements	As needed	2 days
43	SMOKETEST	Federal, State, & Local Requirements	As needed	17 days

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Sewer Routine Maintenance

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	PRODUCTION BENCHMARK PER MAN HOUR	RESPONSE TIME BENCHMARK
44	SEWER SYSTEM & LIFT STATION MAINTENANCE	Federal, State, & Local Requirements	As needed	On going
45	SMOKE TESTING – Continuous program	Federal, State, & Local Requirements	As needed	On going
46	TV INSPECTION – Continuous program	Federal, State, & Local Requirements	As needed	On going

47	DYE TESTING – Continuous program	Federal, State, & Local Requirements	As needed	On going
48	CLEANING – Continuous	Federal, State, & Local Requirements	As needed	On going
49	ROUTINE SEWER MAINTENANCE – Clean Lift Stations and Manholes	Federal, State, & Local Requirements	As needed	7 days

APPENDIX E
PRICE SHEET

Coming Soon.

APPENDIX F
ORGANIZATIONAL CHART, POSITIONS AND WAGE RATES

The Operator shall employ a minimum of thirty-five (35) full-time Water and Sewer positions to perform the Services under this Contract, together with the five (5) Utility Billing positions applicable under the Utility Billing Accepted Alternate. The positions, titles and wage rates are set forth below, and the organizational structure is depicted in the organizational charts attached to this Appendix.

1. Water and Sewer Positions (Base Contract — 35 Positions)

No.	Position Title	Hourly Wage Rate
<i>Management</i>		
1	Project Manager	\$45.00
2	Safety Coordinator/Utility Supv	\$30.50
3	Office Manager	\$21.00
<i>Water Wells</i>		
4	Utility Crew Supervisor	\$26.00
5	Utility Crewmember III	\$18.00
6	Utility Crewmember III	\$17.50
7	Utility Crewmember III	\$16.80
<i>Lift Stations</i>		
8	Utility Electrician	\$29.40
9	Utility Crewmember III	\$16.80
10	Utility Crewmember II	\$16.80
11	Utility Crewmember I	\$18.90
12	Utility Crewmember I	\$16.80
<i>Locates</i>		
13	Utility Crew Supervisor	\$17.85
14	Utility Crewmember II	\$16.80
<i>Taps</i>		
15	Utility Crew Supervisor	\$17.85
16	Utility Crewmember I	\$16.80
<i>Maintenance & Repairs</i>		
17	Public Works Superintendent	\$32.00
18	Maintenance Supv III	\$22.00
19	Utility Crewmember III	\$16.80
20	Utility Crewmember II	\$16.80
21	Utility Crewmember III	\$20.75
22	Utility Crewmember I	\$17.85

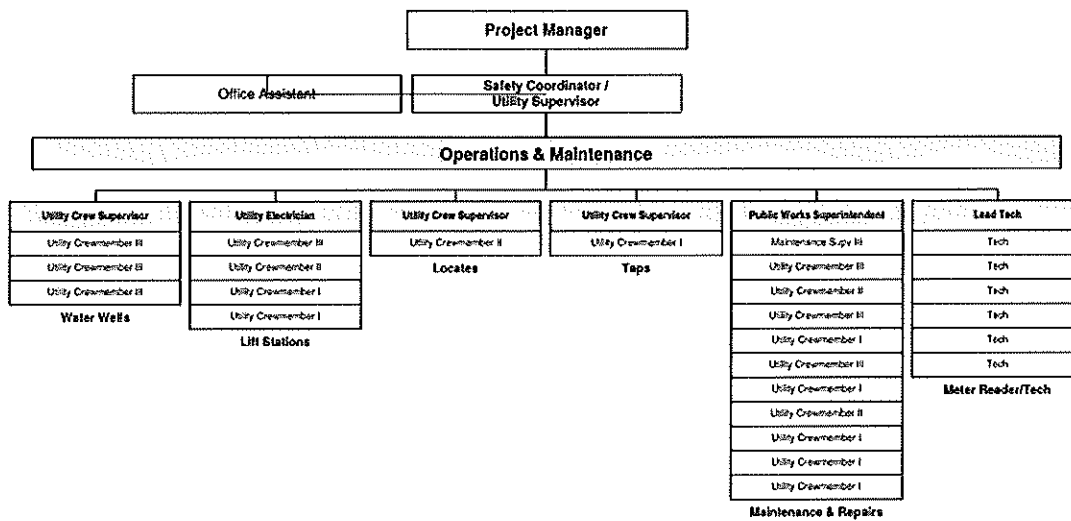
23	Utility Crewmember III	\$17.85
24	Utility Crewmember I	\$17.32
25	Utility Crewmember II	\$19.43
26	Utility Crewmember I	\$16.80
27	Utility Crewmember I (ADD)	\$16.80
28	Utility Crewmember I (ADD)	\$16.80
<i>Meter Reader/Tech</i>		
29	Lead Tech	\$20.00
30	Tech (ADD)	\$18.30
31	Tech (ADD)	\$17.25
32	Tech (ADD)	\$17.25
33	Tech (ADD)	\$16.80
34	Tech (ADD)	\$16.80
35	Tech (ADD)	\$16.80

2. Utility Billing Positions (Add Alternate — 5 Positions)

No.	Position Title	Hourly Wage Rate
1	Utility Billing Supervisor	\$33.00
2	Computer Oper/Office Asst Ii	\$20.00
3	Utility Billing Clerk	\$16.75
4	Utility Billing Clerk	\$16.75
5	Utility Billing Clerk	\$16.75

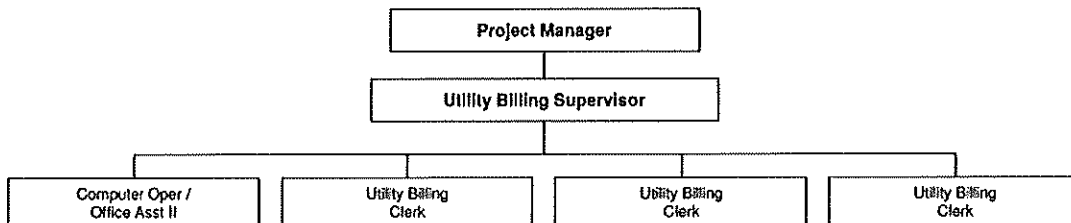
ORGANIZATIONAL CHART

City of Biloxi Water & Sewer Division Organizational Chart H2O Innovation | 35 Full-Time Water/Sewer Positions



UTILITY BILLING DEPARTMENT — ORGANIZATIONAL CHART

Utility Billing Department Organizational Chart H2O Innovation | Utility Billing Add Alternate (5 Positions)



Appendix G
Penalty Documentation Form

Date	
Type of Problem	
SR or WO #	
Customer Name	
Incident Address	
Contract Section	
Penalty Amount	
Reason for Penalty	

Schedule of Penalties

Penalty Amount	Type of Penalty
50% per work day per unfilled position	Failure to maintain minimum staffing levels
\$200 per instance	Failure to timely or properly complete service requests or work orders
\$200 per instance	Failure to comply with appropriate safety regulations
\$200 per instance plus \$50 per hour thereafter	Failure to respond to after-hours calls
\$200 per instance	Negligent after-hours priorities
\$200 per instance	Failure to comply with standard City construction specifications and standards
\$200 per instance	Failure to comply with City of Biloxi policies
\$50 per day	Failure to meet construction time standards

The aggregate amount of all penalties assessed shall not exceed ten percent (10%) of the annual Contract Value in any Contract Year.

Appendix H
Weekly Inspection Report

Coming Soon.



City of Biloxi Standard Addendum

WHEREAS, the City of Biloxi, as a municipal corporation, has published these standard terms and conditions that will apply to all supplier, professional services and other vendor agreements.

NOW, THEREFORE, in consideration of mutual terms as described in the agreement between the parties (the "Contract"), the undersigned contracting party hereby agrees to the City of Biloxi standard terms and conditions, as follows:

1. Term / No Automatic Renewal: Unless otherwise specified in the Contract, the term of the Contract or any renewal term thereof shall not extend past the term of the existing City Council. If the Contract does extend past that date, such contract will not be void, but voidable at the discretion of the following Council.

2. Renewal / Extension of Term: Any extension or renewal may be subject to approval by the Biloxi City Council and shall be subject to the terms of the City of Biloxi Standard Addendum that is in effect at that time.

3. Governing Law: Mississippi law shall govern the interpretation of the Contract and any dispute that may arise between the parties.

4. Venue / Exclusive Jurisdiction: The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any business or person doing business with the City of Biloxi submits to the personal jurisdiction of the courts in Harrison County, Mississippi.

5. No Waiver of Warranties: Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery resulting from a breach of express or implied warranties shall be of no force or effect.

6. No Waiver of Damages: Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery in any manner shall be of no force or effect.

7. Arbitration: The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to require the City of Biloxi to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.

8. Waiver of Jury Trial: The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial; and any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.

9. Force Majeure: Neither party shall be liable for failure to perform or delay in performing any obligation under the Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, epidemic, pandemic, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Contract; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.

10. Conflict of Terms: To the extent there is a conflict between the terms of this Addendum and the term of the Contract or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.

11. Non-Discrimination: All persons having a contract with the City of Biloxi must adhere to the City's policy concerning non-discrimination on the basis of race, color, religion, sex, age, sexual orientation, gender identity, national origin, veteran or disability status.

12. Notices. All notices, Consents, waivers and other communications required or permitted by the Contract shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate addressee; or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

Contracting Party:

Attention: _____

Address: _____

Telephone: _____ *

Email: _____ *

The City of Biloxi, Mississippi:
Attention: Mayor A.M. Gilich, Jr.
140 Lameuse Street
Biloxi, Mississippi 39530
Telephone: (228) 435-6254*

with a mandatory copy to:

City Attorney / Contract Manager Post
Office Box 429
Biloxi, Mississippi 39533
Telephone: (228) 435-6388*

* all telephone numbers and email addresses supplied herein are for the sake of convenience and the parties specifically agree that no notice may be served via telephone or email

CONTRACTING PARTY:

THE CITY OF BILOXI, MISSISSIPPI:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: A. M. Gilich, Jr.

Title: Mayor

Date: _____

Contract Reference: _____