

**Monday
November 5, 2012
Gautier, Mississippi**

BE IT REMEMBERED THAT A WORK SESSION for the Mayor and Council of the City of Gautier, Mississippi was held November 5, 2012 at 5:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Tommy Fortenberry, Council Members Johnny Jones, Hurley Ray Guillotte, Gordon Gollott, Mary Martin, Scott Macfarland, City Manager Samantha Abell, Interim City Clerk Cynthia Russell, City Attorney Robert Ramsay and other concerned citizens. Absent was Councilman Adam Colledge.

**WORK SESSION - AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
November 5, 2012 @ 5:00 PM**

- I. Call to Order**
 - 1 Prayer**
 - 2 Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements (NONE)**
- IV. Presentation Agenda (NONE)**
- V. Public Agenda**
 - 1 Agenda Comments**
- VI. Business Agenda**
 - 1 Consideration of Service Provider Proposals**
- VII. Consent Agenda (NONE)**

**STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
November 5, 2012 @ 5:00 PM**

- 1 Discuss Citizen Comments
- 2 Discuss Council Comments
- 3 Discuss City Manager Comments
- 4 Discuss Interim City Clerk Comments
- 5 Discuss City Attorney Comments

Recess until November 6, 2012 @ 6:30 PM
www.gautier-ms.gov

Motion was made by Councilman Macfarland, seconded by Councilman Gollott and unanimously carried to approve the agenda order.

Councilman Colledge joined the meeting.

Motion was made by Councilman Guillotte to interview Utility Partners and ClearWater Solutions, LLC separately. Motion was seconded by Councilman Gollott and the following vote was recorded:

AYES: Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Adam Colledge

NAYS: Tommy Fortenberry
Johnny Jones
Scott Macfarland

Motion passed.

Mayor and Council interviewed Utility Partners and ClearWater Solutions, LLC.

Motion was made by Mayor Fortenberry to authorize City Manager to negotiate with ClearWater Solutions, LLC to be Service Provider for the City of Gautier for Water Distribution, Wastewater Collection, Water and Garbage Disposal Billing, Public Works Operation and Management Services. Motion was seconded by Councilman Macfarland and the following vote was recorded:

**AYES: Tommy Fortenberry
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge**

NAYS: Hurley Ray Guillotte

Motion passed.

CITY OF GAUTIER

MEMORANDUM

To: Honorable Mayor and Council
From: Samantha D. Abell, City Manager
Date: November 1, 2012
Subject: Consideration of a Service Provider Agreement for Water Distribution, Wastewater Collection, Water and Garbage Disposal Billing, Public Works Operation & Management Services

REQUEST:

The City Council must select a Service Provider from the two proposals attached. The two (2) proposals represent the lowest and best proposals, of three (3) submitted to the City. The Service Provider must be capable of entering into a minimum five (5) year contract to provide operation, maintenance and management services of the City's Water Distribution, Wastewater Collection, Water and Garbage Disposal Billing, Public Works Operation & Management. More specifically, this includes:

- Eight (8) water supply wells
- Five (5) storage tanks ranging from 180,000 to 500,000 gallons
- Water Distribution System piping, valves, meters, fire hydrants and related items
- Wastewater Collection system with approximately 600,000 LF of pipe, lift stations, manholes and related items
- Public Works – refuse removal, street, sidewalk, storm drain repairs and maintenance
- Meter reading
- Customer service
- Water and Garbage Disposal Billing

DISCUSSION:

Staff has prepared a matrix that compares the scope of work and employee benefits offered by the two Service Providers (attached). Total proposed costs are as follows:

Utility Partners: \$1,597,000.00 per year

Additional Cost:

Water mains for proposed water filtration plant: Weekly cost of one (4) man crew = \$4,200.00/wk.

Annual adjustment: 80% of Consumer Price Index (CPI) with a min. of 1% increase per year.
(See Section 8, pp. 1-2)

ClearWater Solutions: \$1,757,000.00 per year

Additional Cost: None.

Annual adjustment: Increases/decreases in annual fee to be negotiated three months before the contract anniversary date. If no agreement on the amount of the increase/decrease, the amount will be based on the current Consumer Price Index (CPI). (See Section 8, Draft Agreement, p. 4).

RECOMMENDATION:

Both Providers propose savings to the City in addition to the services requested in the RFP. However, in addition to these shared added savings, ClearWater Solutions offers more enhanced employee benefits, guarantees that all existing employees will be hired after drug screening/physical, and also proposes additional savings totaling more than \$700,000.

They are:

Fuel to be paid by company (\$100,000 expense last year)
Installation of water filtration plant (anticipated finance cost to City)

Proposal is a predicted annual savings of \$160,000 per year based on 2013 City budget.

Additional annual savings beyond the 2013 budget items include:

\$240,000	CCTV
\$40,000	GIS/GPS
\$100,000	Meter Change Out
\$51,000	Engineering
\$50,000	Contracted Svc.
\$10,000	Installation of Pipe
20-30%	Reduction in I & I
	Grant Assistance

(See Section 7, pp. 1-2)

Will also assist with evaluation of converting fleet to natural gas.

Therefore, I respectfully recommend that City Council that the ClearWater Solutions proposal is the lowest and best service for the citizens of Gautier, and authorize the City Manager and City Attorney to enter into negotiations for a service agreement contract.

ATTACHMENTS:

Proposal Comparison Matrix (Prepared by City of Gautier)

Employee Benefits Comparison Chart (Prepared by City of Gautier)

Gautier Request for Proposals (As Advertised)

Utility Partners Email Attachment RE: Employee Benefits Questionnaire

ClearWater Solutions Email Attachment RE: Employee Benefits Questionnaire

**Proposal Comparison for City of Gautier
Management and Operations of Water, Wastewater, and Public Works**

Criteria	Utility Partners, LLC	Clearwater Solutions, LLC
Qualifications	<p>Robert Monette, PE- President (40 years as PE) Bobby Knesal, PE- Sr. VP (30 years as PE) Derrel Wilson, RLS- Reg. Mgr. (40 years) Barry Walker, Sr. VP of PW (30 years) Bill Douglass, VP of Process Operations (30 yr.) Dave Sircle, Atlantic Region Mgr. (25 yr.) <i>(See Section 2, pp.3-5)</i></p>	<p>Rick Ailiff, President (28 yr.) Paul Jackson, VP (21 yr.) Kody Walker, PE- Area Mgr. for Gautier (8 yr experience) Chad Jordan, PE- Project Engineer (10 yr) -has experience with Gautier projects Bill Cook - Environment Health & Safety Dir. (6 yr) Steve Cawood, PE-Goodwyn, Mills & Cawood (30 yr) -Brown water resolution experience <i>(See Section 3, pp. 9-10)</i></p>
Experience	<p>Public Works: Pascagoula (6 yr.) Long Beach (5 yr.) Gulfport (1 yr.) Sandy Springs, GA (7 yr.) Johns Creek, GA (6 yr.) Milton, GA (6 yr.) Water Production: 40+ water/wastewater treatment facilities in VT, GA, FL, NH, and MS including Pascagoula, Moss Point, Long Beach and Gulfport (over 800 miles of distribution) Billing: Currently bill for nearly 25,000 customers in several states Collection Systems: Manages 660 miles of sewers in NC, NH, MA, VT, GA, FL and MS including Pascagoula, Long Beach, and Gulfport <i>(See Section 3, pp. 1-6)</i></p>	<p>City of Hoover, AL- Wastewater (5yr.) North Choctaw Water & Sewer Authority, AL- (10 yr) Governmental Utility Services Corp.- Mobile, AL (5 yr) Perry County Water Authority, AL (5 yr) Wilcox Co. Water System, AL (5 yr) Hanceville Water & Sewer Bd., AL (3 yr) TN Dept of Corrections Safety Net Academy- Camden, AL Mobile Co. Schools Macon Co. Greyhound Pike-Shorter, AL Hale County Water, AL (10 yr) Greenville Water & Sewer Bd., AL (2 yr) Coosa Valley Water Supply District, AL (3) Smiths Water & Sewer Authority, AL (5) Horn Lake Water Assoc., MS (10 yr) <i>(See Section 1, pp. 5-14)</i></p>
Alignment w/Goals, Needs	<p>Understands City's goals: -cost effective operations and maintenance services -firm must be trustworthy and competent -must provide a superior level of service to citizens. -UP has local experience, expertise, & depth of staff support to benefit City -can provide a successful Public Works transition. <i>(See Section 1, pp. 1-4)</i></p>	<p>Understands City's goals: -efficient operations -alleviate the Brown Water and Bemis Ave. issues -streamline operations -citizen confidence in their drinking water -saving money -no hidden costs</p>

Criteria	Utility Partners, LLC	Clearwater Solutions, LLC
Programming, Staffing & Operations Plan	<p>UP, LLC is based in Gulfport with branch offices in 9 other states. 350 staff working in South MS currently. All City staff given first consideration-must pass pre-employment drug physical and have acceptable driving record. Will begin implementing quality control, maintenance mgt. and training immediately upon award of contract.</p> <p>Hours: 7:00 to 3:30 (5) days a week. On-call staff 24 hrs. a day.</p> <p>Staffing Plan accounts for festivals, parades and Mardi Gras related events. (See Section 5, pp. 1-3)</p>	<p>Clearwater staff will be on-site during transition</p> <p>Maintenance Crew: 7:00 to 4:00 (5 days/week) Office Staff: Same hours as City On call/Emergency: At least 2 employees at all times</p> <p>Clearwater will interview existing employees and will hire employees who meet the needs of the staffing plan and can pass a physical exam and drug test.</p> <p>(See Section 3, pp. 11-16)</p>
Scope of Work	<p>Service Provider will perform or provide: Operation of all divisions of the City in compliance with applicable law and regulations and reporting requirements. Operation of the distribution and collections system such that odor and noise shall be minimized. Hiring, training and employment of a sufficient number of employees to staff and operate the project. Training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory and energy management. Maintain Standard Operating Procedures for use by project staff. Maintain all warranties on new equipment purchased by the City and assist in enforcing existing warranties. Maintain the computerized maintenance system (CMMS) for the City. Cost for the system is included in the price proposal. Work planning and scheduling for staff using the CMMS. Equipment maintenance and repair will be done by onsite staff unless specialized expertise is required. Completion of an annual conditions assessment of all major equipment and components.</p>	<p>Service Provider will perform or provide: All maintenance and repairs. Grounds maintenance around wells, tanks and lift stations. Leak repairs, pipe installation work orders, meter reading, and meter maintenance. Water loss program. Meter change out program, valve and fire hydrant maintenance program. Pump maintenance. Equipment, vehicle, and machine maintenance. Fuel for Service Provider and City vehicles and equipment. 24/7 emergency call-outs. Prepare standard operating procedures. Miscellaneous tools and equipment for routine maintenance. Perform a 5 yr Comprehensive Plan on sewer. 100,000+ LF of sewer line in the first year to be smoke tested, cleaned and videoed. 600,000 total LF within the 5 yr contract period. CMMS & OPSWIN software programs for tracking and QA/QC in the lab and process control testing. Sewer cleaning/TV equipment. GIS/GPS Mapping. Engineering expertise up to \$51,000 per yr. Investigate radio read meters and provide labor for installation. Investigate Bemis Avenue and provide design and labor for remediation. Install pipe connecting wells and provide the labor at no additional cost.</p>

Criteria	Utility Partners, LLC	Clearwater Solutions, LLC
<p>Scope of Work (cont.)</p>	<p>A risk management plan for the facilities which will be updated annually.</p> <p>Assist with emergency response in the event of a natural disaster. Overtime to be negotiated for reasonable compensation to UP. Will assist with seeking reimbursement from appropriate agencies.</p> <p>All under road pipeline repairs that are undertaken by UP will be accomplished following the guidelines in Appendix A of the RFP.</p> <p>Assistance to the City's engineering staff or consultants in review of any proposed project impacting water and sewer system operations.</p> <p>Compliance with City purchasing policies and procedures. A monthly report will be provided on the cost-to-date of repair parts vs. budget.</p> <p>Utility Partners' compliance with all State and Federal Permit requirements for any system or utilities project rehabilitation.</p> <p>A list of recommended capital improvements required for any facility covered under this agreement will be provided with the first 180 days.</p> <p>Capital planning and assistance to the City for expansions and modifications to the existing water and sewer systems.</p> <p>Vehicle insurance as described in Appendix D and UP will provide all vehicles required for the staff to perform their duties.</p> <p><i>(See Draft Contract, Section 7, Article 2)</i></p>	<p>Operate the water distribution system.</p> <p>Manage the Public Works Dept.</p> <p>Responsible for sewer backups, installation of sewer taps, line breaks, manhole repairs, and sewer overflow responses.</p> <p>Employ staff capable of performing routine and corrective maintenance on City owned vehicles and equipment.</p> <p>Maintain all necessary licenses, certifications and accreditations.</p> <p>Repair and maintain the system and the city's facilities and equipment.</p> <p>Provide required testing, monitoring and reporting.</p> <p>Grant assistance.</p> <p><i>(See Draft Agreement, Section 8, pp.2-4)</i></p>

Criteria	Utility Partners, LLC	Clearwater Solutions, LLC
Additional Resources	<p>Corporate Engineering and Operations Support. Monitoring of Inflow and Infiltration (I & I). Based on City budgetary limits, will correct infiltration problems where possible and will provide suggestions for future repairs such as pipe and manhole cleaning, line video recording, and lining services. <i>(See Section 6, p. 5)</i></p> <p>New service software includes asset information, preventive maintenance scheduling, service procedures, staffing and reports. Assistance with developing capital expense planning for infrastructure needs. <i>(See Section 6, pp. 37-38)</i></p> <p>Future replacement responsibilities for vehicles and equipment may be assumed by UP, if requested, after negotiation of a fair adjustment to the contract price for services. <i>(See Draft Contract, Article 3.4)</i></p>	<p>Predicted annual savings of \$160,000 per year based on 2013 City budget. Additional annual savings beyond the 2013 budget items include:</p> <ul style="list-style-type: none"> \$240,000 CCTV \$40,000 GIS/GPS \$100,000 Meter Change Out \$51,000 Engineering \$50,000 Contracted Svc. \$10,000 Installation of Pipe 20-30% Reduction in I & I Grant Assistance <p><i>(See Section 7, pp. 1-2)</i></p> <p>Will also assist with capital improvement plans, assistance with rate studies, and evaluation of converting fleet to natural gas. <i>(See Section 3, p. 12)</i></p> <p>After implementation of contract, the City may lease or sell, some or all of the equipment and property presently owned by the City and used under the contract, at fair market value. <i>(See Section 8, Draft Agreement, p. 2, Article 1.12)</i></p>
Financial Arrangement	<p>\$1,597,000.00 per year</p> <p>Additional Cost: Water mains for proposed water filtration plant: Weekly cost of one (4) man crew = \$4,200.00/wk.</p> <p>Annual adjustment: 80% of Consumer Price Index (CPI) with a min. of 1% increase per year. <i>(See Section 8, pp. 1-2)</i></p>	<p>\$1,757,000.00 per year</p> <p><i>(See Section 7, pp. 1-2)</i></p> <p>Annual adjustment: Increases/decreases in annual fee to be negotiated three months before the contract anniversary date. If no agreement on the amount of the increase/decrease, the amount will be based on the current Consumer Price Index (CPI). <i>(See Section 8- Draft Agreement, p. 4)</i></p>

Service Provider Responsibilities	Utility Partners, LLC (See Section 8, Page 1-2 and Draft Contract Article 2)	Clearwater Solutions, LLC (See Section 5, pp. 11 thru 12 and Draft Agreement Section 8, Article II)	Comments
Direct Labor (and Payroll Taxes)	X	X	
Overtime (not including disaster cleanup)	X	X	
Worker's Compensation Insurance	X	X	
Medical Insurance	X	X	
Dental Insurance	X	X	
Vision Insurance	X	X	
Life Insurance	X	X	
Retirement Plan 401 (K)	X	X	
Disability insurance	n/a	X	
Environmental Risk Insurance	X	n/a	
Professional Liability Insurance	X	X	
Umbrella Insurance Coverage	n/a	X	
Employee incentives and/or bonuses	X	X	
Education reimbursement	X	n/a	
Uniforms	X	X	
Safety Supplies	X	X	
Employee Training Costs	X	X	
Professional fees, dues, subscriptions	X	X	
Office Supplies	X	n/a	
Operating Supplies (Consumable items)	X	X	
Lab testing & compliance testing supplies	n/a	X	
Maintenance Management Software	X	X	
Computers for O & M Staff	X	G	
Computer System Maintenance	X	G	
Company issued vehicle for Mgr.	X	X	
Company issued vehicle liability insurance	X	X	
Equipment, vehicle, machine maintenance	G	X	
Fuel for Service Prov. & City vehicles and equip.	G	X	
Miscellaneous Tools and equip.-routine mainten.	n/a	X	
Mobile Phones/two-way radios	X	X	
Engineering & Operations Support	X	X	
Grant Assistance	n/a	X	
Legend:			
Service Provider Responsibility = X			
City of Gautier Responsibility = G			
Not addressed in proposal = n/a			
 = Different Responsibility per Service Provider			

City Responsibilities	Utility Partners, LLC (Draft Contract Article 3)	Clearwater Solutions, LLC (See Section 5, p. 11 thru 12 and Draft Agreement Section 8, Article III)	Comments
Use of office space and shop area	G	G	lease included in proposals
Capital expenditures	G	G	
Chemicals, chlorine, and degreaser	G	G	
Electrical Power at wells, lift stations and tanks	G	G	
All electricity, natural gas and related costs	G	G	
Maintenance materials	G	G	
Maintain existing warranties, guarantees, easements and licenses. State and federal fees and permits	G	G	
Registrations, insurance and licenses for City vehicles-used for project	G	G	
Service Provider use of all vehicles and equip. presently in use for the project	G	G	
Fuel	G	X	
Maintenance costs for vehicles, tires, minor repairs	G	X	
Auto tags	G	n/a	
Use of billing software	X	G	
Use of computers for billing staff	X	G	
Computer support	X	G	
Office supplies	X	G	
Current stock of maintenance parts and materials	G	G	
Building maintenance repairs	G	G	
Repair and replacement parts and materials	G	G	
Engineering/Professional services	n/a	G	
Signal and street lighting	n/a	G	
Legend:			
Service Provider Responsibility = X			
City of Gautier Responsibility = G			
Not addressed in proposal = n/a			
 = Different Responsibility per Service Provider			

Employee Benefits Package Comparison Chart

Topic	Utility Partners	Clearwater Solutions
<i>Medical Insurance Provider</i>	<i>United Healthcare</i>	<i>Blue Cross Blue Shield</i>
Employee Premium Amt.	\$60.00 bi-weekly	\$39.81 bi-weekly
Employee/Family Premium Amt.	\$160.00 bi-weekly	\$100.96 bi-weekly
Co-Pay Amount for Office Visits	\$30.00 in Network \$60.00 Specialist in Network	\$40.00 for all Office Visits
Emergency Room/Outpatient Copay	No Information Provided	Covered at 100% after \$170.00 copay
Deductibles	\$3,000 year Single w/ \$6,000 out of pocket max \$6,000 year Family w/ \$12,000 out of pocket max	\$400 year Single w/ \$1,500 out of pocket max \$1,200 year Family w/ \$4,500 out of pocket max
Prescriptions	\$15 Generic, \$40 Preferred, \$75 Non Preferred	\$20 Generic, \$35 Preferred, \$80 Non Preferred
<i>Dental Insurance Provider</i>	<i>Guardian</i>	<i>Blue Cross Blue Shield</i>
Employee Premium Amt.	\$10.00 bi-weekly	\$10.35 bi-weekly
Employee/Family Premium Amt.	\$30.00 bi-weekly	\$28.20 bi-weekly
<i>Vision Insurance Provider</i>	<i>Guardian</i>	<i>Humana</i>
Employee Premium Amt.	\$3.00 bi-weekly	\$4.31 bi-weekly
Employee/Family Premium Amt.	\$8.00 bi-weekly	\$10.47 bi-weekly
Co-pay Amount	Exam \$10.00, Materials \$10.00	Exam \$15.00, Materials \$15.00
<i>Life Insurance Offered</i>	Yes	Yes
Disability and AD&D Ins. Offered	Not Specified	Yes
Cancer and Other Ins. Offered	Yes	Yes
<i>Retirement Plan Offered</i>	<i>Yes, 401K thru Hancock Bank</i>	<i>Yes, 401K thru ING Retirement Services</i>
Plan Details	U.P. will match up to 50% of Emp Contributions	CWS will match unspecified % of Emp. Contr.
Other	Immediate Entry and Vesting	Unspecified other details

Topic	Utility Partners	Clearwater Solutions
<i>Paid Leave and Holidays</i>		
Vacation	0-5 years service = 2 weeks vacation yearly 5-10 years service = 3 weeks vacation yearly 10 years plus = 4 weeks	0-1 year service = 1 week vacation yearly 2-10 years service = 2 weeks vacation yearly 10 years plus = 3 weeks vacation yearly
Sick Leave	2 weeks per year	12 days yearly for salaried employees 6 days yearly for non salaried employees
Carryover Leave time from City?	No	Yes
City years of service considered for Leave Accrual Rate?	Yes, if vested in PERS	Yes, no preconditions
Other Types of Leave Honored	Bereavement, Jury, Military, Voting, FMLA	Bereavement, Jury, FMLA
Holidays	Will observe same as City of Gautier	Will observe same as City of Gautier
<i>Other</i>		
Will hire all affected Employees?	Plan to hire all but two. Will offer these two first priority for any unfilled positions.	Yes, will hire all affected employees.
Pay Status of city employees?	Will honor all salaries currently paid by COG to the affected employees. Some employees may receive an increase based on job duties.	Raises will be given immediately to cover the difference in cost between employee's health insurance and new health insurance with CWS.

Water Distribution, Wastewater Collection, Water and Garbage Disposal Billing, Public Works Operation & Management Services Plans & Specifications

The City of Gautier, Mississippi is requesting a Proposal from firms capable of entering into a minimum five (5) year contract to provide operation, maintenance and management services of its Water Distribution, Wastewater Collection and Public Works Departments. Facilities to be operated, maintained and managed are:

- Eight (8) water supply wells
- Five (5) storage tanks ranging from 180,000 to 500,000 gallons
- Water Distribution System piping, valves, meters, fire hydrants and related items
- Wastewater Collection system with approximately 600,000 LF of pipe, lift stations, manholes and related items
- Public Works – refuse removal, street, sidewalk, storm drain repairs and maintenance
- Meter reading
- Customer service
- Water and Garbage Disposal Billing

The Scope of work includes but is not limited to the following:

- A. **Personnel**: Firm will employ all staff necessary 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 Gautier labor market. All personnel management will be in accordance with local, state, and federal laws. All existing City of Gautier employees directly related to these services shall be considered AS PRIORITY for employment.
- B. **Water Distribution System**: Firm will employ all distribution system operational staff as required to operate Gautier’s water distribution system in accordance with best management practices and to insure compliance with all City, State and Federal requirements and regulations. Staff will be properly trained and certified as required by the State of Mississippi. Firm will be responsible for repairing water leaks, pipe breaks, meter reading, fire hydrant repairs and maintenance, flow testing, new service installations, work orders, meter cut-offs/ons, service restoration, emergency repairs, exercising water valves, as well as other services necessary to operate the water distribution system.
The City is currently investigating the option to change out all meters to radio read. The Firm will be asked to replace all residential meters to radio read during the contractual period at no additional labor cost to the City.
- C. **Well(s)**: Firm will have experience in the operations and maintenance of ground water systems similar to the City’s. Firm will have experience with the City of Gautier’s ground water and have the expertise in-house with assisting the City in resolving the City’s discolored water issue. Firm will work with engineer firm to alleviate this problem. Additional treatment may be required and the connection of several wells will be needed. The Firm will have the capabilities to install the pipe connecting these wells and provide the labor to do so at no additional cost to the City.
- D. **Public Works Department**: Firm will manage the public works department and have employees trained in streets and sidewalk repairs and maintenance, grass cutting, right-of-way maintenance, refuse removal and pick-up, storm-drain cleaning and maintenance as well as all related duties associated with such.

- E. Wastewater Collection System: Firm will employ all collection system operational staff as required to operate Gautier’s wastewater collection system in accordance with best management practices and to insure compliance with all City, State and Federal requirements and regulations. Staff will be properly trained and certified as required by the State of Mississippi. Firm will be responsible for sewer backups, installation of sewer taps, line breaks, manhole locations and repairs, and sewer overflow responses. Firm shall have the ability and resources to smoke test, clean and video, by way of closed circuit television (CCTV), the City’s approximate 600,000 LF of collection system infrastructure within the contractual period. A minimum of 100,000 Lf shall be performed within the first year of service. Personnel shall be certified in Pipeline and Manhole Assessment through NASSCO’s PAC Program. Firm will assist the City in the reduction of Inflow and Infiltration (I&I).
The City has been experiencing overflows and odor issues due to sewer line issues on Bemis Avenue. The Firm will have the ability and resources to resolve this issue within the first year of the contractual agreement. Labor to perform this work will be the responsibility of the Firm.
- F. System Maintenance: Firm will employ maintenance staff as required to properly maintain Gautier’s facilities in accordance with accepted industry maintenance practices. Staff will be properly trained and certified as appropriate to perform preventive and corrective maintenance activities as required. Firm will also maintain a warehouse of spare/repair parts and materials for use in maintaining the facilities. Maintenance data will be maintained in a software package acceptable to the City. All maintenance records will be maintained in accordance with local, state, and federal requirements.
- G. Vehicle and Equipment Maintenance: Firm will employ a staff of employees trained and capable of performing routine, preventive, and corrective maintenance on City owned vehicles and equipment. This will include the City’s fleet of police vehicles. Firm will provide documentation that maintenance on such is being performed.
- H. Engineering Services: Engineering services are not in this scope of work. Significant capital expenditures will be coordinated with the City and the City’s consulting engineers at the discretion of the City of Gautier.
- I. Equipment Leasing or Purchase: After successful implementation and operation of this contract by the Operator, the City may in its discretion consider leasing, selling, or a combination of both some or all of the equipment and property presently owned by the City and which may be used in the course of business under the contract, each in exchange of fair market value with a determination of such value made by the City. The City shall have the right to accept, reject, or negotiate any and all bids, proposals and offers.

Operations Contract Purpose and Objective:

The City is seeking to maximize the community's benefit and use of the Water Distribution Wastewater Collection and Public Works Departments by contracting with an experienced and/or capable private management company. The goals and objectives listed below should assist submitting companies in developing their specific proposal, and should be considered to represent minimum standards for managing and operating the Departments. This agreement shall not constitute a legal partnership.

1. To enhance the quality of life for the residents of Gautier and customers of Gautier by providing a safe and plentiful water supply in an economic and efficient manner.
2. To staff, manage, operate, maintain and, when needed, expand the Water Distribution and Wastewater Collection Systems:
 - a. To the highest industry standards;
 - b. In compliance with and pursuant to all manufacturer's warranties and recommendations with respect to City equipment and assets;

- c. In compliance with all applicable state, federal and local laws;
 - d. Pursuant to City oversight and approval and consistent with City rates, rules and policies.
3. To provide emergency and on-call customer and facilities support services 24 hours a day, seven days a week.
 4. To obtain, if applicable, and maintain all necessary licenses, certifications and accreditations as necessary to operate, maintain and manage the System.
 5. To protect, repair and maintain the System and the City's facilities and equipment, so as to preserve and improve the City of Gautier's assets, investments and services.
 6. To provide the highest level of friendly, reliable, professional and responsive customer service utilizing to the extent feasible the City's existing assets, facilities, office and equipment.
 7. To maximize revenues and operate and maintain the System at the lowest possible cost to the customers and interconnection recipients of the City of Gautier.
 8. To promote the City of Gautier, its System and services in a manner that enhances the reputation of the City of Gautier.
 9. To hire local citizens and existing City staff to the extent feasible, and use local merchants and service providers to the extent possible.
 10. To include input from the citizens and community leaders, in addition to the City's customers and interconnection recipients, in developing operations and programming.
 11. To operate the System pursuant to the annual budget and fee schedule adopted by the City of Gautier using the City's existing assets, resources, and leases.
 12. To provide revenues that more than offset operating costs.
 13. To provide all water, wastewater testing, monitoring and reporting as required by state, federal and local law and industry standards.
 14. To maintain all facilities and/or buildings and grounds owned, leased or utilized by the City.

Proposal Requirements:

Cover Letter: The cover letter should be signed by the principal contact and express the company's interest in entering into a contractual relationship with the City of Gautier. The letter should designate the name and address of the principal contact, telephone number, facsimile and e-mail address.

Legal Form of Company: The Company should indicate its legal form (individual, partnership, corporation, joint venture, non-profit). If the company is a consortium, joint venture, or team, indicate the entity that is primarily responsible for the proposal.

Biography of Company Principals: The resume should include history of managing operations of a system or similar facility. A list of biographical information on staff who will be involved in the negotiations and oversight of day-to-day administration of the proposed contract shall be included. This should include management individuals that will be available to assist the on-site staff. Also relative expertise, tenure, evidence of relevant expertise, and relevant personal, professional, and community accomplishments should be included.

Management Fee: The fee the company will charge for the operation, maintenance and management services offered under its proposal. This fee should include, but not limited to, the following:

- A. Personnel – salaries, wages, overtime, pay differential, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance retirement contributions, sick leave and other costs directly attributable to employees.
- B. Vehicle and Equipment – Includes, but not limited to, vehicle maintenance and repairs, office equipment, safety equipment, tools, communication equipment, maintenance equipment, mechanical equipment and manually operated equipment.
- C. Materials and Supplies – Includes, but is not limited to, water/wastewater parts and materials,

gasoline and diesel fuel, vehicle supplies, vehicle accessories, lubricants, duplicating supplies, medical/first aid supplies, laboratory chemicals and supplies, clothing and uniforms and other materials.

- D. Chemicals – All chemicals used currently in the treatment of the City’s water and wastewater systems.
- E. Utilities – all electricity, natural gas and related costs.
- F. Outside Services – Includes, but is not limited to, equipment rentals, temporary and/or part-time help, legal fees, registrations, telephone, courier service, outside lab testing, dues, subscriptions, postage and freight charges, insurance and other professional services.
- G. Other – Includes amortization of contractor – furnished capital and startup cost and overhead and profit as well as any and all expenses not identified.

The fee should include a proposal and recommendation on the Firms Repair and Maintenance account.

Experience: Submit any experience in the operation of a water distribution, wastewater collection and public works system or similar facilities and any expertise working with or contracting with a government entity.

References: Provide a list of at least five (5) references including primary contact name, title, address and phone numbers.

Staffing Plan: Provide a staffing plan for the System and its facilities, including job description(s) and qualifications, on-site staff schedule during operations, and any off-site staff support that will be available.

General Operation: Provide proposed operating policies, procedures, and guidelines including operating hours, safety rules, emergency procedures and repairs, record keeping and periodic reports to the City, inspection of books and records by the City or other government agency.

Office: The Firm selected will have a branch office located within the City limits of Gautier.

Draft Contract: Include a draft agreement for the City to review.

The City is requesting a draft agreement as a part of the RFP. However, some of the general provisions the City will expect to see in any final agreement are as follows:

- Provisions of liability for the payment of fines and/or civil penalties levied against the Firm and/or City by any regulatory agency having jurisdiction, as result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the Firm’s negligence during the period of the contract.
- Provisions for compliance with all applicable law and regulations regarding the operation, maintenance and management of the facilities (systems) and reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.
- Provision of indemnification and hold harmless of the City and its agents, officers, assigns, employees, etc. form any loss or liability for claims, damages, lawsuits for reasons resulting from the Firms negligence during the period of the partnership.
- Certificate of Liability Insurance (\$1,000,000 each occurrence, \$3,000,000 general aggregate)