

Operations and Maintenance Services for the Wastewater Treatment Facilities

Addendum No. 5

September 9, 2022

RFP Language

Revise sections 1.4 and 3.4 to allow questions on the attached Sample Draft Professional Services Agreement until **5:00 pm CDT on September 14th** since it is being provided after the deadline. No other questions that are received after the deadline will be answered.

Add the following bulleted items in section 2.2.2 under **City-Parish Responsibility**.

- Payment for all utilities including electricity, gas, water, sewer, garbage, telephone and internet.
- Procurement and payment for all treatment related chemicals listed in the “Chemical Contracts” section of Appendix B-7.

Update **Attachment E – Sample Draft Professional Services Agreement** with the attached.

Questions and Answers

Q1. Will the selected service provider be responsible for paying the water and sewer bills at the North and South WWTPs? If so, then please provide 3 years of historical cost data for water, sewer, and internet at these facilities.

A1. The contract operator will not be required to pay the water and sewer bills as noted above. Copies of bills will not be provided since it will not be contract operator responsibility.

Q2. In order to have enough time to study specific technical improvements and solutions to the South and North Plants that will lead to an increase in efficiency and best value for the whole life of the project, would it be possible to have an extension of the due date? A 60 days extension would be preferable when possible.

A2. The intent of the RFP schedule is to get Council approval of a contract later this year and begin the transition period on January 1, 2023. A 60 day time extension would delay the transition period until the second quarter of 2023; therefore, the schedule will remain as is.

Q3. Please provide the latest diagrams showing equipment status (operational, out of service, being repaired, being addressed as part of a capital improvement).

A3. See attachment for question 4 for summary of equipment status.

Q4. Please provide the most current condition assessment for each site.

A4. The requested document is included in this addendum as Attachment 5B.

Request for Proposal No. 2008-A22-10

Operations and Maintenance Services for the Wastewater Treatment Facilities

Addendum No. 5

September 9, 2022

Attachment 5A

Attachment E – Sample Draft Professional Services Agreement

**OPERATIONS AND MAINTENANCE SERVICES FOR THE
WASTEWATER TREATMENT FACILITIES**

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

and

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PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into effective the ___ day of _____, 2022 by and between the **City of Baton Rouge and Parish of East Baton Rouge**, hereinafter referred to as “City-Parish” on behalf of the Department of Environmental Services (DES), and _____, hereinafter referred to as “Service Provider”.

ARTICLE I – SERVICE AGREEMENT TERM

This contract shall commence upon the issuance of a Notice to Proceed by the DES and shall continue through December 31, 2032. There will also be an option for the City-Parish to extend the contract term for one additional ten year term, subject to the parties entering into a mutually acceptable contract amendment, prior to the end of the first ten year term.

ARTICLE II - DEFINITIONS

As used in this Service Agreement, and except as expressly provided herein, Capitalized terms shall have the meanings set forth in this section, and if not defined here, their ordinary meaning.

- 2.1. *Abnormal Substance* – Shall mean a substance, material or object present in the Influent which cannot be removed or treated by the Managed Assets, including but not limited to those substances, materials or objects which are not susceptible of treatment at the Managed Assets or materially interfere with or obstruct the operations of the Managed Assets. As an example and not in limitation of what constitutes an Abnormal Substance, any substance, including (without limitation) metals, discharged by a Significant Industrial User (SIU) in violation of the Industrial Pretreatment Program (IPP) and/or National Categorical Pretreatment Standard (NCPS) or any Permit issued thereunder to an SIU is an Abnormal Substance; provided, however, that any such substance is not an Abnormal Substance if it is discharged in compliance with a duly authorized variance from the IPP and/or NCPS so long as such variance is consistent with Applicable Law and does not cause the Facility to fail to comply with Applicable Law.
- 2.2. *Affiliate* – Shall mean with respect to any Person, any other Person that controls, or is controlled by or under common control with such Person.
- 2.3. *Amortization Period* - To be determined during contract negotiation
- 2.4. *Annual Index Factor* - To be determined during contract negotiation
- 2.5. *Applicable Law* - Shall mean any statute, law, charter, regulation, ordinance, rule, judgment, order, decree, permit, license, requirement, approval or restriction of the appropriate Governmental Authority, or any interpretation or administration of any of the foregoing by the appropriate Governmental Authority charged with the responsibility for the foregoing, applicable from time to time to the ownership, possession, operation,

- improvement, expansion, equipping, design or financing of the Managed Assets and/or the Collection System or the performance of obligations under this Service Agreement or any other Facility Agreement, whether now or hereinafter in effect; provided, however, that any such statute, law, charter, regulation, ordinance, rule, judgment, order, decree, permit, license, requirement, approval, restriction, interpretation, or administration is lawful and binding. Applicable Law includes, without limitation, Environmental Laws.
- 2.6.** *Average Biochemical Oxygen Demand* – Shall mean that number which represents the average daily number of pounds of Biochemical Oxygen Demand (BOD) in Influent received at the Facility during any consecutive twelve (12) month period.
- 2.7.** *Average Suspended Solids* – Shall mean that number which represents the average daily number of pounds of Suspended Solids (SS) in Influent received at the Facility during any consecutive twelve (12) month period.
- 2.8.** *Biosolids* – Shall mean sludge and other process related materials which are produced at the Facilities during, or result from, the processing of Influent received at the Facilities, including (without limitation) material that settles out of Influent in the Facilities.
- 2.9.** *Biochemical Oxygen Demand*” or “BOD” – Shall mean the amount of oxygen required by bacteria while stabilizing decomposable organic matter in five (5) days under aerobic conditions, the analysis of which shall conform to the provisions of 40 CFR 136, “Test Procedures for the Analysis of Pollutants,” unless other test procedures have been specified in the NPDES permit.
- 2.10.** *Business Day* – Shall mean a day other than a Saturday or Sunday or day on which the City-Parish or the Service Provider is required or permitted by Applicable Law to be closed for business (without consideration of whether the Facilities are open or closed).
- 2.11.** *Capital Items* – Shall mean any replacement or maintenance item that is capitalized under generally accepted accounting principles and is greater than the limit of the City-Parish purchasing ordinance, currently \$30,000.
- 2.12.** *Capital Project* – Shall mean any addition, alteration, improvement or other change to the Managed Assets that is capitalized under generally accepted accounting principles and is greater than the limit of public bid law per LA RS 38:2212, currently \$250,000.
- 2.13.** *CFR* – Shall mean the Code of Federal Regulations, as amended from time to time.
- 2.14.** *Change in Law* – Shall mean any of the following which shall occur after January 1, 2023:
(a) the lawful enactment, adoption, promulgation, modification, repeal, or change in interpretation by the appropriate Governmental Authority charged with responsibility

therefore of any Applicable Law (excluding Federal or State income tax law), provided that the Change in Law shall also include (i) xxxxTo be determined.

- 2.15.** *Chemical Oxygen Demand* - Shall mean oxygen equivalent of the organic matter that can be oxidized as measured by using a strong chemical oxidizing agent in an acidic medium, the analysis of which shall conform to the provisions of 40 CFR 136, "Test Procedures for the Analysis of Pollutants", unless other test procedures have been specified in the NPDES Permit.
- 2.16.** *City-Parish* – Shall mean City of Baton Rouge-Parish of East Baton Rouge, a municipal corporation of the State of Louisiana.
- 2.17.** *City Code* – Shall mean the Baton Rouge-Parish of East Baton Rouge City Code, as amended from time to time.
- 2.18.** *City Charter* – Shall mean the Baton Rouge-Parish of East Baton Rouge City Charter. :
- 2.19.** *City Fault* – Shall mean (i) the failure or refusal of the City-Parish or its agents, employees, contractors, representatives, or officials to perform any covenant or obligation under this Service Agreement or any other Facility Agreement or (ii) any action, failure to act or circumstance described in any of clauses of Section 16.3.
- 2.20.** *City Uncontrollable Circumstances* – Shall mean any act, event or condition beyond the reasonable control of the City-Parish and not the result of willful action or lack of reasonable diligence of the City-Parish. City Uncontrollable Circumstances shall include, but not be limited to, any of the following:
- (a) An Act of God (except reasonably anticipated weather conditions normal for the geographic area of the Site), landslide, lightning, earthquake, hurricanes, flood, acts of a public enemy, war, blockade, insurrection, riot, civil disturbance or similar occurrence; or
 - (b) Any Service Provider Fault.
- 2.21.** *Clean Water Act* – Shall mean Title 33 of the United States Code, Sections 1251-1387, as amended from time to time.
- 2.22.** *Collection System* – Shall mean the sewage collection system located in the Service Area of the City-Parish and connected to the Managed Assets, including, without limitation, all interceptors, storage facilities, pumping stations and treatment facilities.
- 2.23.** *Commencement Date* – Shall mean the date established in the Notice to Proceed.

- 2.24.** *Consent Decree* – Shall mean the 1988 Consent Decree issued pursuant the civil action No 88-191A(M.D. La), and subsequent modifications.
- 2.25.** *Contract Year* – Shall mean the 12-month period commencing on January 1 of any calendar year and ending on December 31 of the same calendar year during the Term.
- 2.26.** *Corrective Maintenance* – Shall mean any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity includes maintenance (1) that is necessary to restore, repair or return a Managed Asset to the proper and safe operation or intended function after a failure or defect, or both, occurs; (2) identified from the performance of planned maintenance; or (3) required to address an emergency.
- 2.27.** *Daily Flow* – Shall mean the average amount of Influent received at the Facility in an calendar month divided by the number of days in the month that the Facility was operating, or in the event that such method of determining Influent received daily at the Facility is inconsistent with Applicable Law, such other method of determining Influent received daily at the Facility that is consistent with Applicable Law.
- 2.28.** *Damages* – Shall have the meaning given this term in ARTICLE V.
- 2.29.** *Designated Representative* – Shall mean one or more individuals (including a consultant to the City-Parish), but in no event more than five (5) individuals, authorized by the Mayor-President or the Director of Environmental Services of the City-Parish from time to time in a written instrument delivered to the Service Provider to act on behalf of the City-Parish under this Service Agreement.
- 2.30.** *Effective Date* – Shall mean the date first above written on which this Service Agreement was made and entered into.
- 2.31.** *Effluent* – Shall mean Influent that is discharged from the Managed Assets, but not including Biosolids.
- 2.32.** *Enforcement Response Plan* – Shall mean the City-Parish’s enforcement response plan.
- 2.33.** *Environmental Claim* – Shall mean any civil, criminal or administrative action, suit, communication (written), demand, claim, hearing, citation, notice, warning, consent decree, contract right, notice of violation, investigation, judgment or order by any person or entity lawfully authorized to issue, bring, give or make the same alleging, claiming, concerning or finding liability or potential liability arising out of, based on or resulting from, in whole or in part the actual or alleged presence, threatened release, release,

emission, disposal, storage, treatment, transportation, generation, manufacture or use of any Hazardous Substance or waste at or from any location.

- 2.34.** *Environmental Laws* – Shall mean, ordinance, permits, authorizations, approvals, registrations and licenses, administrative orders, judicial decrees, judgments or requirements, relating to pollution or protection of the environment, natural resources or human health.
- 2.35.** *EPA-Region VI* – Shall mean United States Environmental Protection Agency – Region VI.
- 2.36.** *Extraordinary Items Component (EIC)* – Shall have the meaning given this term in ARTICLE V.
- 2.37.** *EIC Capital Item* – Shall mean any Capital Item subject to an EIC adjustment in accordance with ARTICLE V.
- 2.38.** *Extraordinary Items Component Termination Costs for EIC Capital Items* – Shall mean a sum of (a) the amount necessary to pay or to defend all outstanding indebtedness incurred by the Service Provider to finance the costs of EIC Capital Items, subject to the limitation described below and, (b) with respect to the costs of EIC Capital Items not financed by outstanding debt, the aggregate for all such costs obtained by assigning a zero (0) dollar value to such costs associated with a particular item if the Amortization Period with respect to the item has ended before the date of termination, and otherwise by assigning a dollar value equal to the EIC Unamortized Capital Amount for such costs associated with such item as of the termination date. The amount payable (a) shall not exceed the amount that would have been necessary to pay or to defend such outstanding debt if the principal amount of such debt as of the date of termination did not exceed the Pro-Forma Principal Amount. If the amount of the debt outstanding exceeds the Pro-Forma Principal Amount, any reduction in principal required to be accounted for in order to implement the limitation set forth in the preceding sentence shall be applied pro rata to the remaining scheduled principal payments on the outstanding debt.
- 2.39.** *EIC Unamortized Capital Amount* – Shall mean as of a particular date, and with respect to a particular EIC Capital Item, that balloon payment amount which, if paid by the City-Parish to the Service Provider on such date, would fully amortize the Service Provider's capital cost with respect to such item as of such date under the level payment amortization methodology described in Article V.
- 2.40.** *Facilities* – Shall mean the City-Parish's North and South wastewater treatment plants located in Baton Rouge-Parish of East Baton Rouge, Louisiana, and more fully described in Exhibit 1.

- 2.41. *Facility Flow* – Shall mean that number which represents the average daily number of gallons of Influent received at each respective Facility in any consecutive twelve (12) month period, rounded to the nearest one hundred thousand gallons.
- 2.42. *Federal Bankruptcy Code* – Shall mean Title of the United States Code, as amended from time to time.
- 2.43. *Fiscal Year* – Shall mean a twelve (12) month period commencing on January 1 of any calendar year and ending on December 31 of the calendar year.
- 2.44. *Governmental Approvals* – Shall mean all approval, authorizations, certifications, consents, exemptions, filings, leases, licenses, permits, registrations, and rulings required by or with any Governmental Authority in order to operate, maintain and improve the Managed Assets or otherwise meet the requirements of this Service Agreement.
- 2.45. *Governmental Authority*– Shall mean any Federal, State, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity.
- 2.46. *Guaranty Agreement* – Shall mean the Guaranty Agreement of _____ in substantially the form attached hereto as Exhibit 6.
- 2.47. *Hazardous Substance* – Shall mean any chemical, pollutant, contaminant, toxic substance, hazardous or extremely hazardous material or substance, waste, radioactive material, or oil and petroleum product, as such terms or any similar terms are used under any applicable Environmental Laws.
- 2.48. *Index Factor* – Shall have the meaning given this term in Attachment B.
- 2.49. *Influent* – Shall mean domestic, commercial, institutional, industrial, and other wastewater, and inflow and infiltration of stormwater into the pipes, interceptors and other facilities which collect and transport such wastewater.
- 2.50. *LDEQ* – Shall mean the Louisiana Department of Environmental Quality and its successors.
- 2.51. *Managed Assets* – Shall mean the two wastewater treatment facilities located at 50 Woodpecker Street, Baton Rouge, LA 70802 (NWWTF) and 2850 Gardere Lane, Baton Rouge, LA 70820 (SWWTF) respectively.
- 2.52. *MGD* – Shall mean million gallons per calendar day.

- 2.53.** *NCPS* – Shall mean a National Categorical Pretreatment Standard, as more fully described in 40 CFR Part 403 and in City-Parish Code Title 2, Chapter 5, Section 2:252.
- 2.54.** *NPDES Permit* – Shall mean the National Pollutant Discharge Elimination System wastewater discharge permit being LPDES Permit No. LA0036439 (NWWTF) and Permit No. LA0036412 (SWWTF) issued on August 21, 2018 and modified on March 23, 2020.
- 2.55.** *Non-Specification Influent* – Shall mean any Influent received at the Facility other than Specification Influent.
- 2.56.** *NWWTF* – North Wastewater Treatment Facility
- 2.57.** *Operating Items* – Shall mean means any expenditure that is reasonably necessary for operation, maintenance or administration of the Managed Assets and that is not a Capital Item expenditure.
- 2.58.** *Permits* – Shall mean any and all permits and licenses necessary for the Service Provider to fulfill its obligations under this Service Agreement, including without limitation, the Required Permits.
- 2.59.** *Person* – Shall mean a corporation, partnership, business trust, trust, joint venture, Service Provider, firm or individual or any Federal, State or local government.
- 2.60.** *Pre-Existing Environmental Condition* – Shall mean the presence on the Site of any Hazardous Substances on or prior to the Commencement Date, including without limitation, any underground storage tanks that exist on the Site on or prior to the Commencement Date and are regulated under Environmental Laws.
- 2.61.** *Predictive Maintenance* – Shall mean the process of monitoring equipment condition, failure symptoms and/or performance, comparing against base conditions, and performing Preventive or Corrective Maintenance when the failure symptoms deteriorate past acceptable levels.
- 2.62.** *Preventive Maintenance* – Shall mean routine and/or repetitive activities required or recommended by the equipment supplier, manufacturer or Service Provider to maximize the service life of the Managed Assets.
- 2.63.** *Prime Rate* – Shall mean the prime rate as published in The Wall Street Journal or a mutually agreeable alternative source of the prime rate if it is no longer published in The Wall Street Journal or the method of computation thereof is substantially modified.
- 2.64.** *Pro-Forma Principal Amount* – To be Determined.

- 2.65.** *Publicly Owned Treatment Works* – Shall mean treatment works as defined in Section 212 of the Clean Water Act, which is owned by a state or municipality (as defined by Section 502(4) of the Clean Water Act.
- 2.66.** *Reconciliation Accounting* – Shall mean the accounting analysis performed at the end of fiscal year to reconcile and true-up the Service Fee estimate provided prior to the beginning of a fiscal year with the total Service Fee costs incurred during the fiscal year.
- 2.67.** *Required Permits* – Shall mean the Permits listed in Exhibit 2.
- 2.68.** *Scheduled Termination Costs* – Shall mean the costs payable by the City to the Service Provider upon early termination of this Service Agreement, as specified in ARTICLE XVII.
- 2.69.** *Septic Waste* means the liquid and solid material pumped from a septic tank or cesspool during cleaning and which is normally characterized by large quantities of grit and grease, a highly offensive odor, great capacity to foam upon agitation, poor settling and dewatering characteristics, and high solids and organic content.
- 2.70.** *Service Agreement*– Shall mean this Professional Services Agreement dated the Effective Date, by and between the City-Parish and the Service Provider, as such agreement may be amended, restated or supplemented from time to time.
- 2.71.** *Service Provider Fault* – Shall mean failure of the Service Provider to comply with the terms and/or conditions of this Service Agreement.
- 2.72.** *Service Provider Uncontrollable Circumstances* – Shall mean any act, event or condition beyond the reasonable control of the Service Provider and not the result of willful action or lack of reasonable diligence of the Service Provider. Service Provider Uncontrollable Circumstances shall include, but not be limited to, any of the following:
- (a) An Act of God (except reasonably anticipated weather conditions normal for the geographic area of the Site), landslide, lightning, earthquake, hurricanes, flood, acts of a public enemy, war, blockade, insurrection, riot, civil disturbance or similar occurrence;
 - (b) A Change in Law;
 - (c) Labor disputes other than disputes involving employees of the Service Provider;
 - (d) The loss or inability to obtain any utility services, including water, sewerage, fossil fuels and electric power necessary for operation of the Facility;
 - (e) Receipt, treatment or disposal of Non-Specification Influent or any discharge in violation of the IPP and/or NCPS, or treatment or disposal of Effluent;

- (f) Biosolids produced in whole or in part from the Non-Specification Influent;
 - (g) Any City-Parish Fault;
 - (h) A Pre-Existing Environmental Condition that materially impacts the Service Provider's ability to perform its obligations under this Service Agreement;
- 2.73.** *Sewerage Ordinance* – Shall mean Title 2, Chapter 5 of the City-Parish Code and any other municipal legislative enactment which (i) is enforceable in Federal, State, or local courts, (ii) authorizes or enables the City-Parish to apply and enforce the requirements of the Clean Water Act, and any requirements created by or pursuant to this Service Agreement, and (iii) establishes User Charges.
- 2.74.** *Significant Industrial User* or “SIU” shall have the meaning given this term in City-Parish Code Title 2, Chapter 5, Section 2:253 and in 40 CFR 403.3(t), as amended from time to time.
- 2.75.** “Site(s)” means the site(s) of the Managed Assets described in Exhibit 1.
- 2.76.** Specification Influent – Shall mean Influent possessing the following characteristics and not exceeding the following limits:
- (a) Characteristics:
 - (i) containing no Hazardous Substance in concentrations which exceed those allowed under Applicable Law; and
 - (ii) containing no Abnormal Substance.
 - (b) Limits: *To be Established for each WWTF*
 - (i) Daily Flow – TBD
 - (ii) Biochemical Oxygen Demand – TBD
 - (iii) Suspended Solids – TBD

The limits on Daily Flow, Biochemical Oxygen Demand and Suspended Solids are subject to the issuance and maintenance of an NPDES Permit which authorizes such limits. In the event that the NPDES Permit specifies limits for Daily Flow, BOD or Suspended Solids which correlate to lower limits than those stated above to be applicable, then such lower limits shall constitute the limits for Specification Influent.

It is acknowledged by the City-Parish and the Service Provider that the calculation of the Daily Flow is on an average monthly basis and that the occurrence of precipitation in the Service Area may result in the receipt at the Facilities, during any twenty-four (24) hour period following such precipitation, of an amount of Influent significantly in excess of such average daily amount. Accordingly, provided that the Daily Flow limits set forth in the table above are not exceeded, Specification Influent shall include receipt at the Facilities of

up to a peak flow of TBD mgd (NWWTF) and TBD mgd (SWWTF) of Influent during any twenty-four (24) hour period following the occurrence of precipitation in the Service Area.

- 2.77.** *State* – Shall mean the State of Louisiana.
- 2.78.** *Subcontract* – Shall mean any contract or purchase order made by Service Provider, or by any Subcontractor to the Service Provider, for services, equipment, labor, materials, supplies, or other items to perform the obligations of the Service Provider under this Service Agreement.
- 2.79.** *Subcontractor* – Shall mean any Person, other than the employees of the Service Provider or the City-Parish (as the case may be), who contracts with the Service Provider or the City-Parish (as the case may be) to furnish services, equipment, materials, labor, supplies, or other items in connection with this Service Agreement.
- 2.80.** *Suspended Solids* – Shall mean solids that are in suspension in, wastewater, the analysis of which shall conform to 40 CFR 136, "Test Procedures for the Analysis of Pollutants."
- 2.81.** *SWWTF* – South Wastewater Treatment Facility
- 2.82.** *Term* – Shall mean the period of time beginning on the Commencement Date and ending ten (10) fiscal years after the Commencement Date.
- 2.83.** *Upfront Capital Items* – Shall mean Capital Items that are required under this Agreement to be put in place upon the inception of this Agreement, and as more fully described in Exhibit 3.
- 2.84.** *USC* – Shall mean the United States Code, as amended from time to time.
- 2.85.** *US EPA* – Shall mean the United States Environmental Protection Agency.
- 2.86.** *User Charge* – Shall mean the rates and charges assessed, established or levied by the City' Council of Baton Rouge-Parish of East Baton Rouge in accordance with the City-Parish Code, as amended from time to time, for wastewater for any purpose and at any point in or outside the City of Baton Rouge-Parish of East Baton Rouge, either by meter, fixed charge or otherwise.
- 2.87.** *User Charge System* – Shall mean a system not inconsistent with 40 C.F.R. Part 35, designed to produce sufficient revenues required for operation and maintenance (including replacement) of the Managed Assets.

2.88. *Value Added Projects* – Shall mean any Capital Item identified and agreed to in accordance with ARTICLE III, the construction and operation of which results in substantial increased revenues to the Service Provider or substantial decreased operating expenses for the Managed Assets; provided, however, that a Capital Item shall not be a Value Added Project if it is (i) an Upfront Capital Item, or (ii) of the same general type, serving the same general purpose or performing the same general function as an Upfront Capital Item, or (iii) essential for or directly related to the operation of the Managed Assets.

ARTICLE III – SCOPE OF SERVICES

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Department of Environmental Services herein referred to as the “DES” as defined below (see also Article II for Definitions), authorized by Metropolitan Council resolution XXXXX / EBROSCO resolution XXXX dated _____.

The scope of work required of the Service Provider is to provide Operations and Maintenance Services for the Wastewater Treatment Facilities (services), for the NWWTF, located at 55 Woodpecker, Baton Rouge, LA, and the SWWTF, located at 2850 Gardere Lane, Baton Rouge, LA. The Service Provider shall perform the services as stated herein.

3.1. Availability of Managed Assets

The City-Parish grants the Service Provider the right to manage, operate, maintain and improve the Managed Assets in accordance with this Service Agreement and Applicable Law.

The Service Provider and its employees, officers, agents, licensees, and invitees shall have unrestricted access to and from, and use of, the Site. The Designated Representative(s) may visit and inspect the Managed Assets and the Site at any time without notice. In addition to the foregoing rights of access, representatives and agents of the City-Parish may visit or inspect the Managed Assets and the Site at any reasonable time during normal business hours, however, that the Service Provider may exclude employees, agents or consultants of any Person (other than a consulting engineer retained by the City in connection with this Service Agreement) engaged in the business of constructing, or of being the owner or operator of, wastewater treatment facilities at all times except the following: (a) during an Event of Default hereunder, and (b) during the one- year period prior to either of the end of the Term, or any other date on which the City-Parish and the Service Provider agree to terminate this Service Agreement. Any such visits shall be conducted in a manner that does not cause unreasonable interference with the Service Provider's operations. The Service Provider may require any Person on the Site to comply with its reasonable rules and regulations.

The City-Parish shall deliver to the Facilities, and the Service Provider shall receive at the Facilities, Specification Influent originating in the Service Area and collected and delivered by the Collection System.

3.2. Permits

- i. The City-Parish represents and warrants that (i) the Required Permits are the only Permits required as of the Effective Date by any Governmental Authority for the City-Parish to own, operate and maintain the Managed Assets, (ii) the Required Permits are in full force and effect except as set forth on Exhibit 2 and (iii) the City-Parish is not in violation of any requirement of any of the Required Permits, except as disclosed in writing by the City to the Service Provider prior to the Effective Date.

The City-Parish shall apply for and obtain the Required Permits in Exhibit 2 that have not yet been obtained. At the request of the City-Parish, the Service Provider shall cooperate with the City-Parish in obtaining such Required Permits, and the City shall reimburse the Service Provider for the Service Provider's documented related costs and expenses.

- ii. The City-Parish shall be the sole permittee on the Louisiana Pollutant Discharge Elimination System (LPDES) Permit. The City-Parish shall, to the extent required by Applicable Law, be sole permittee on all Permits in addition to the LPDES Permit relating to the Managed Assets. The Service Provider shall (i) cooperate with City-Parish in applying for and in obtaining and maintaining in effect all other Permits and (ii) not take any action or fail to take any action, the taking or failure to take of which, would cause the violation of any requirement of any Permit.
- iii. The Collection System consists of separate sanitary and storm sewers. The City-Parish is required to manage and mitigate Sanitary Sewer Overflows in accordance with the Consent Decree.
- iv. The City-Parish shall at its expense, obtain and maintain in effect all permits, licenses and approvals required for the City-Parish to own, operate and maintain the Collection System and to perform its obligations under this Service Agreement.

3.3. Management and Operations

Except as otherwise provided herein, the Service Provider shall (i) manage, operate, and maintain the Managed Assets (including Capital Items as provided in Section 3.8) in good working order and repair consistent with generally accepted industry principles and practices, (ii) process at the Facilities, Specification Influent in accordance with this Service Agreement and in compliance with the requirements of all Permits and Applicable Law, and (iii) process at the Facilities, Non- Specification Influent as provided in Section 3.3.3 and as permitted by Applicable Law.

- i. **Facility Performance:** If a Facility receives Non-Specification Influent, the Service Provider shall: (a) use all reasonable efforts consistent with industry standards to maintain Facility performance as if such Non-Specification Influent had not been received, (b) advise the City-Parish of such situation and the Service Provider's planned course of action within thirty-six (36) hours of the Service Provider's first knowing of the receipt of Non-Specification Influent; and (c) use reasonable efforts consistent with industry practice to return the Effluent to compliance with the requirements of the Permits as soon as reasonably possible, but, in any event, within twenty (20) days after

the Facility has ceased receiving Non-Specification Influent and assuming that during such twenty (20) day period the Facility has received only Specification Influent. Receipt of Non-Specification Influent, at any of the Managed Assets, shall constitute an Uncontrollable Circumstance. In such an event, the City shall be responsible for the effect of such Non-Specification Influent on the Managed Assets and their operations and on the Effluent and Biosolids and their treatment and disposal and the resulting costs and damages there from, to the extent that the receipt of such Non-Specification Influent could not have been prevented by reasonable effort consistent with industry standards on the part of the Service Provider.

- ii. **Operations and Maintenance.** The scope of management, operation and maintenance services of the Service Provider under this Service Agreement shall require the Service Provider to undertake the following, subject to the terms and conditions set forth in this Service Agreement:
 - a. **Personnel and Resources:** Provide all personnel and associated wages, salaries, and benefits; chemicals excluding chemicals associated with treatment; fuels; vehicles and vehicle expense items; materials, supplies, and other consumables; and other services necessary to manage, operate and maintain the Managed Assets (including any Capital Items as provided in Section 3.8) (i) in accordance with Applicable Laws, and (ii) in good working order and repair consistent with manufacturers' recommendations, applicable operation and maintenance manuals, and accepted industry standards.
 - b. **Predictive and Preventive Maintenance:** Implement predictive and preventive maintenance programs to meet equipment warranty requirements, and maintain equipment in alignment with O&M recommendations or optimized maintenance practices that maintain or improve equipment availability. Such programs shall include but not be limited to:
 - Computer-based process control and management systems;
 - Professionally developed reliability and quality assurance systems;
 - Managed asset maintenance plans;
 - Site, Facility and equipment security; and
 - Building and grounds upkeep and maintenance including, but not limited to, repainting, pavement repair and replacement, roof repair, etc.
 - c. **Staff Certification:** Staff the Managed Assets with qualified personnel who meet the certification requirements of the State [if applicable] and provide continued upgrading, education, and training of such personnel in modern wastewater control, safety and equipment maintenance.
 - d. **CMMS Management:** a fully-functional Computerized Maintenance Management System (CMMS) capable of providing a record of repair for each piece of equipment or line section; scheduling and controlling preventive maintenance; monitoring of predictive and corrective maintenance programs and associated costs; issuing work

orders and purchase orders; maintaining spare parts inventory; and issuing exception, equipment status, and repair priority reports.

- e. **Record Keeping:** Compile, maintain and provide to the City-Parish comprehensive records and reports for the Facilities and systems operations, regulatory matters, laboratory analyses, maintenance plans and activities, related financial matters, permit and compliance results, equipment status, and other relevant information in accordance with Applicable Law. The Service Provider shall also prepare and deliver to the City-Parish the following reports:
- Reports and notices as required by the LPDES Permits, and the filing of such reports with the appropriate Governmental Authority as required by Applicable Law and providing copies thereof to the City-Parish.
 - Computer-based records of all maintenance and repairs for the Facilities, which the City shall have the right to inspect and copy during normal business hours.
 - Copies of routine operating reports showing flows and performance of the major unit treatment processes of the Facilities. These reports shall be furnished on a monthly or quarterly basis, as mutually agreed upon.
 - Monthly reports indicating the metered flows received at the Facilities.
 - Periodic reports to the City-Parish and presentations regarding the progress of work as reasonably requested by City-Parish. The Service Provider agrees to make timely responses to all reasonable requests for information from the City-Parish.
 - Periodic management reports, including annual reports on the physical condition of the Managed Assets, and as further specified in Exhibit 5.
- iii. **Inspections and Monitoring:** At least monthly, or as necessary, meet with the Designated Representative to review operations of the Managed Assets and the construction of key capital improvements to the Managed Assets which may affect service provided by the Managed Assets. The Service Provider shall conduct periodic comprehensive plant and system inspections, at mutually agreed upon frequency, accompanied by a Designated Representative to evaluate and document compliance with this Service Agreement provisions.
- iv. **Emergency Preparedness:** Prepare and revise as necessary a comprehensive emergency preparedness plan for interaction and coordination with City-Parish departments and offices including, but not limited to, Fire, Police, Environmental Services, and Emergency Management and other entities with which the City-Parish may have dealings.
- v. **Stakeholder Coordination:** Maintain professional, responsible, and responsive working relationships with City-Parish customers; City-Parish departments and offices; representatives of the City-Parish; regulatory agencies and other entities with which the City-Parish may have dealings.

- vi. **Safety Program:** Implement and maintain an employee safety program in compliance with all Applicable Law.
- vii. **Transition Plan:** Provide the City-Parish with a written transition and start up plan and schedule at least forty-five (45) days prior to the Commencement Date, or as soon thereafter as is reasonably practicable. The transition plan shall include scheduling of mobilization activities and technical program implementation. The Service Provider agrees to review the plan with the City-Parish prior to implementation.
- viii. **NPDES Permit:** The Provider shall be responsible for meeting NPDES permit requirements of the WWTFs and shall be liable for any penalties and fines, that are deemed to be the sole result of the Provider's operations, maintenance and management of the two WWTFs.

3.4. Septic and Other Imported Wastes

The Service Provider shall not accept any Septic or other imported wastes conveyed by truck or other vehicle to the Facility without specific, express written authorization from the City-Parish.

3.5. Metering and Weighing

The Service Provider shall, at its expense, maintain in good working order and repair, and replace when necessary, devices for the Facility capable of (a) measuring the daily volume of Influent received at the Facility and Effluent being pumped out.

The measuring and weighing devices shall be calibrated in accordance with standard industry practices.

If at any time the measuring or weighing devices are incapacitated, the Service Provider shall estimate as accurately as practicable the data required by the Service Provider to perform its obligations under this Service Agreement. The data provided by such devices or estimated by the Service Provider shall be used for all purposes for which such data are required under this Service Agreement; provided, however, that the Service Provider shall, at the request of the City-Parish, provide the City-Parish with such data and shall permit the City-Parish, at the City-Parish's expense, to take measurements regarding the amount of Influent received at the Facility, Effluent and Biosolids in order to confirm the data of the Service Provider and, provided further, that the Service Provider acknowledges that the data provided by the Service Provider are subject to dispute resolution pursuant to Attachment B.

3.6. Laboratory Testing

The City-Parish shall perform all laboratory testing, analyses, quality control and quality assurance necessary to meet applicable Permit requirements. The Service Provider shall perform sample collections for process control and performance monitoring, and for demonstrating compliance per the City-Parish's direction; provided however, that the Service Provider may elect to equip its own laboratory and perform any additional sampling and analyses for its own use.

The Service Provider shall from time to time (but no less often than required by Applicable Law) take representative samples of Influent received at the Facilities, Effluent and Biosolids for laboratory testing in order to determine whether (a) Non-Specification Influent has been received at the Facilities and the chemical components of such Influent or (b) an Extraordinary Item has occurred.

3.7. Biosolids Dewatering and Disposal

The Service Provider shall dewater and coordinate and facilitate the loading of Biosolids on to haulers. The City-Parish and the Service Provider shall reasonably cooperate to determine ways to reduce or maintain the cost of Biosolids management and disposal.

3.8. Maintenance, Repair and Replacement and Capital Items

The Service Provider shall provide the following services as it relates to maintenance, repair and replacement, and Capital Items services, for the Managed Assets:

- i. Maintenance, Repair and Replacement
 - a. **Asset Management Program:** The Service Provider shall institute, and maintain in force for the duration of the Service Agreement, a sound asset management program designed to ensure that the City-Parish's facilities, processes and associated equipment (the "System") are maintained and replaced as needed to assure that (i) a safe work environment is maintained, (ii) structural defects in buildings and structures are repaired in a timely manner, and (iii) the System is determined, through third party inspection, to be fully functional with critical electrical and mechanical components having an aggregate average remaining condition-based useful lives in excess of 5 (five) years at the end of the Service Agreement Term. Expenditures necessary to achieve this standard shall be handled as set forth in subsection (b) and (c), below.
 - b. **Preventative and Predictive Maintenance Costs:** The Service Provider shall bear all costs of performing Preventative and Predictive Maintenance of the Managed Assets.
 - c. **Repair and Replacement Costs:** *[To be Determined]*
- ii. Capital Items
 - a. **Additional Capital Items:** The parties acknowledge that it may be necessary or desirable from time to time during the term of this Service Agreement to modify, alter or improve the Managed Assets in their then-current condition at the request of the City-Parish due to growth, expansion or otherwise as a result of a City-Parish or Service Provider Uncontrollable Circumstance. Such additional Capital Items shall be the general responsibility of the City-Parish. However, the Service Provider shall be responsible for identifying any such Capital Items reasonably necessary for continuing compliance with Law or for maintaining the overall operations and efficiency of the Managed Assets.

- b. **Capital Items due to City-Parish or Service Provider Uncontrollable Circumstances.** At the sole discretion of the City-Parish, the Service Provider shall make or cause to be made any Capital Item required as a result of a City-Parish or Service Provider Uncontrollable Circumstance or to repair or replace any damaged or destroyed portion of the Managed Assets necessary for the Service Provider to perform its obligations under this Service Agreement. Notwithstanding the forgoing, nothing in this Section 3.8 (i) or (ii) shall relieve the City-Parish of its obligation to make or cause to be made all Capital Items necessary for the Service Provider to perform its obligations under this Service Agreement, unless such Capital Item is due to Service Provider Fault.
- c. **Procedure for Implementing Capital Items.**
- The Service Provider shall present to the City-Parish in writing (a) a statement of work with sufficient detail to enable a third party to evaluate the cost thereof; (b) a firm price quotation for design and construction from at least three qualified bidders, (c) an estimated completion schedule; (d) a schedule of payments (and termination payments when applicable); and (e) the effect, if any, of such Capital Item on the Service Provider's obligations hereunder, including any adjustment to the Service Fee necessitated as a result of the Capital Item. Final agreed upon terms for the implementation of a Capital Item shall be documented in writing.
 - In the event of a Service Provider Uncontrollable Circumstance, then the City-Parish emergency purchase requirements must be followed to make the appropriate repairs or replacements of the Managed Assets.
 - The City-Parish reserves the right to award the project to an entity, other than the Service Provider. The City-Parish shall reimburse the Service Provider for the Service Provider's reasonable cost of preparation of plans and provided the City has given its prior approval to the cost of such preparation of plans and specifications. When requested to do so by the City-Parish, the Service Provider shall provide to the City-Parish without remuneration, initial rough estimates of the cost of any Expansion.
- d. **Ownership.** The City-Parish shall have title and ownership to all Capital Items made to the Managed Assets.

3.9. Value Added Projects

- i. The City-Parish may engage Service Provider at its discretion, to pursue specific value-added projects that offer economic and other benefits. The City-Parish may require performance guarantees by the Service Provider that assure that the payments made by the City-Parish for project costs are fully recovered (at a minimum) by the monetary benefits.
- ii. The Service Provider (through its Affiliate) shall be responsible for the design, operation and maintenance of any value-added projects authorized by the City at the Service

Provider's Discounted Rate. Upon completion of the bid documents by the Service Provider, the City-Parish will procure the project through the applicable process.

- iii. In connection with the annual accounting of the Service Fee provided in Exhibit 4, the Service Provider shall, by its chief financial officer or their designee, report on the financial performance of each completed project on an annual basis.
- iv. All Value Added projects shall be agreed upon by the parties in writing and documented in writing as to scope, schedule, compensation, performance guarantees, termination payments (where applicable), and form of security required by the City-Parish, and any Value Added Project Savings or other impact to be reflected in the Service Fee.

3.10. Permits and Licenses

The Service Provider, shall at its own expense, shall obtain and maintain throughout the entire Contract period, all business permits, licenses and approvals required for the Service Provider to perform the work and services described herein or as proposed.

3.11. Safety Requirements

The importance of safety in the performance of this scope of work cannot be overemphasized. To that end, the Service Provider shall conduct the operations and maintenance activities in a manner such that the safety and convenience of both the public and workers is regarded as of prime importance. The City-Parish reserves the right to stop the Service Provider from providing services should it be determined that minimum safety standards are not being met. The Service Provider is required to meet or exceed the owner's PPE standard.

ARTICLE IV– CITY-PARISH RESPONSIBILITIES

City-Parish shall retain responsibility and control over the following aspects of the operations and maintenance of the Facilities:

4.1. Sewage Conveyance

The City-Parish shall operate and manage the Collection System within the Service Area to collect, convey, and deliver to the Facilities all Specification Influent originating in the Service Area.

4.2. Maintenance of Collection System

The City-Parish shall at its expense maintain and repair in good working order the Collection System. The City-Parish shall maintain in effect, and amend as necessary from time to time, the requirements, rules, regulations and ordinances which currently exist in regard to the Collection System, and which are applicable to the use of sewers, the construction of house laterals, the installation and maintenance of sewer connections and the control of infiltration and inflow in order to permit the City-Parish to meet its obligations under this Service Agreement and Applicable Law.

4.3. Sewer Use Ordinance and User Charge System

The City agrees to maintain a User Charge System and Sewerage Ordinance in accordance with Chapter 5 of the City-Parish Code and Title 40 of the CFR or any applicable successor regulations and Applicable Law. The revenues (and any reserve funds available) from said charges and the income from other sources available to the City-Parish in any year and appropriated by the City-Parish for such year for the purposes set forth below including, but not limited to, connection charges, ancillary sewer charges and sewer assessments, shall at all times be at least sufficient to pay the payments required to be paid by the City-Parish to the Service Provider under this Service Agreement and all reasonable expenses to operate and maintain the Collection System.

4.4. Enforcement of National Categorical Pretreatment Standards

The City-Parish shall administer and enforce the NCPS in accordance with all Applicable Law as defined herein.

4.5. Existing Condition of Facility, Inventory and Equipment

The City-Parish shall be responsible for the completion of all Work-in-Progress (WIP) related to the repair and replacements of Managed Assets and for providing Service Provider with all inventory, spare parts, office equipment and heavy equipment in its possession.

4.6. Software Agreements

The City-Parish shall maintain all software agreements and licenses until successor systems are functional, where applicable.

ARTICLE V– ANNUAL SERVICE FEE

5.1. Service Fee

From and after the Commencement Date, the City-Parish shall pay the Annual Service Fee to the Service Provider for the Service Provider's provision of services under this Service Agreement. The Service Fee shall be calculated according to the terms described in this Section. Examples of the calculation of the Service Fee are included in Exhibit 4.

5.2. Annual Service Fee Estimate

On or before July 1 of each Fiscal Year, the Service Provider shall determine and provide to the City-Parish an estimate of the Service Fee for the following Fiscal Year according to the provisions of this Service Agreement. The estimated Service Fee shall be based on the available information regarding the Facility Flow and Loads for the twelve (12) month period immediately preceding the calculation of the estimated Service Fee. The Service Provider may amend its estimate at any time before September 1 of such Fiscal Year by a statement delivered to the City-Parish. Except with respect to adjustments to the Extraordinary Items Component of the Service Fee, the estimates made in accordance with this Section 5.2, will be the basis of all payments

required to be made by the City-Parish under Section 5.3 during such Fiscal Year until the annual reconciliation accounting defined in Section 5.3.

5.3. Monthly Payment, Annual Reconciliation Accounting, and Prepayment

- i. During each Fiscal Year, for the services rendered in the immediately preceding month, the Service Provider shall render an invoice to the City-Parish by the fifteenth (15th) day of each month, for an amount equal to (a) one-twelfth (1/12) of the estimated Annual Service Fee for such Fiscal Year plus (b) any adjustments to the estimated Service Fee resulting from adjustments to the Extraordinary Items Component (EIC) applicable to the month immediately preceding the month in which such invoice is rendered plus (c) any amounts in addition to (a) and (b) payable by the City-Parish to the Service Provider, and not previously billed.
- ii. The City-Parish shall pay the Annual Service Fee in the amount billed, under this Service Agreement, in each such monthly invoice within thirty (30) days after receipt of statement therefor.
- iii. The Service Provider shall provide to the City-Parish within forty-five (45) days after the end of each Fiscal Year an annual reconciliation accounting statement, which shall show for such Fiscal Year, (a) the computation of all amounts owed or payable to the Service Provider by the City-Parish under this Service Agreement; (b) all amounts owed or payable to the City-Parish by the Service Provider under this Service Agreement; (c) all amounts paid by the City-Parish to the Service Provider under this Service Agreement; and (d) all amounts paid by the Service Provider to the City-Parish under this Service Agreement for such Fiscal Year, including corrections and reconciliations of all estimated amounts to actual amounts incurred. If the annual statement reflects any balance owed by either the City-Parish or the Service Provider to the other party, such amount shall be paid within thirty (30) days after the delivery of such annual reconciliation accounting statement to the City-Parish.

5.4. Calculation of Annual Service Fee

To be determined by negotiation and agreement of the City-Parish and the Service Provider.

5.5. Annual Adjustment Limits on Escalation

To be determined by negotiation and agreement of the City-Parish and the Service Provider.

5.6. Cost Substantiation for Service Fee Adjustments.

The Service Provider shall provide cost substantiation for Service Fee Adjustments for which the City-Parish is financially responsible under this ARTICLE V. The cost substantiation provided by the Service Provider shall include copies of such documentation as shall be necessary to reasonably demonstrate that the Service Fee Adjustment cost has been paid or incurred. Such documentation shall be in a format reasonably acceptable to the City-Parish and shall include reasonably detailed information concerning all Subcontracts and, with respect to self-performed

work, (1) the amount and character of materials, equipment, chemicals, laboratory supplies, and services furnished or utilized, the persons from whom purchased, the amounts payable therefor and related delivery, transportation, and sales tax costs; (2) equipment used and any rental payable therefor; (3) any additional expense for water, sewer, stormwater, trash, electric, telephone, gas, or other expenses; and (4) additional Service Provider employee hours, duties, and raw wages.

5.7. Estimates and Unavailability of Data

If the final value of the indices set forth in Section 5.4, are not available for the applicable period when required hereunder, the amount of the adjustment to be made shall be estimated by using the preliminary value of the index for the applicable period or the final value of the index for the latest available period. Calculations and payments based on such estimate shall be adjusted as soon as reasonably practicable after the final value of the index for the applicable period is published. If an index is no longer published at the time that adjustment is to be calculated, or if the base or method of calculation used for an index is altered, the calculation shall be made using a comparable similar index or method reasonably satisfactory to the Service Provider and the City-Parish. In the event that the parties are unable to reach agreement on a comparable similar index, or method of calculation, the comparable similar index or method of calculation shall be decided using the dispute resolution procedure set forth in ARTICLE XXII.

5.8. Capital Item Necessitated by Uncontrollable Circumstances

To be determined by negotiation and agreement of the City-Parish and the Service Provider.

5.9. Procedures for Cost Adjustment to Extraordinary Items Component (EIC)

- i. EIC refers to a need or activity that is not part of the Annual Base Fee and is deemed an extraordinary capital investment item. If the Service Provider will incur capital costs for a Capital Item required as a result of an EIC, the Service Provider shall present to the City-Parish in writing, (a) a statement of work with sufficient detail to enable a third party to evaluate the cost thereof; (b) a firm price quotation for design and construction, (c) an estimated completion schedule; (d) a schedule of payments; (e) the effect, if any, of such Capital Item on the Service Provider's obligations hereunder; and (f) a statement of available financing alternatives and the estimated cost of each available financing alternative.

The City-Parish may request that the Service Provider obtain a price quotation by obtaining bids from at least three (3) qualified bidders and that it otherwise use its best efforts to follow the procurement procedures provided to the Service Provider in writing by the City-Parish; provided, however, that the Service Provider shall not be required to follow such procedures to the extent that a Service Provider Uncontrollable Circumstance requires the Service Provider to make changes immediately to the Managed Assets, which in the judgment of the Service Provider will render such City-Parish procurement procedures impracticable within the time required for making the needed changes to the Managed Assets.

- ii. If the Service Provider will incur increased operations and maintenance costs required as a result of an EIC, the Service Provider shall present to the City-Parish in writing the amount of the adjustment to the EIC for Operating Items required to compensate the Service Provider for such increased costs. In submitting such costs for review by the City-Parish, the Service Provider shall provide adequate documentation to show costs directly attributable to the change without overhead allocation, including copies of third-party invoices and calculations of direct costs of the Service Provider allocated to the said Items. Such adjustment to the EIC for Operating Items shall include an overhead and profit component payable to Service Provider in an amount equal to ten percent (10%) of such increased costs. As a condition to such adjustment, the Service Provider shall also provide to the City-Parish evidence, which is reasonably satisfactory to the City-Parish, that the City-Parish is responsible for such EIC and to the magnitude of requested costs.
- iii. Any disputes shall be resolved in accordance with ARTICLE XXII. The City-Parish shall reimburse the Service Provider for the Service Provider's reasonable cost of preparation of plans and specifications provided the City-Parish has given its prior approval to the cost of such preparation of plans and specifications. When requested to do so by the City-Parish, the Service Provider shall provide to the City-Parish without remuneration, initial rough estimates of the cost of any Expansion.

5.10. EIC for Penalties, Fines or Damages

Any EIC penalties, fines or Damages may be billed by the Service Provider to the City-Parish in the month immediately succeeding the month in which any such costs are incurred or paid by the Service Provider. The amount billed shall equal the amount of such penalties, fines or Damages. The City-Parish shall pay each such bill within sixty (60) days of receipt thereof from the Service Provider.

ARTICLE VI – STATUS OF SERVICE PROVIDER

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assignees shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Service Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City-Parish and the Service Provider's representative by signature hereto expressly waives and relinquishes any such rights.

ARTICLE VII: CONFLICT OF INTEREST AND LOUISIANA CODE OF ETHICS

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City-Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their Service Provider is awarded a contract with the City-Parish. In addition, third party vendors and service providers are

responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the *only* entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/>.

ARTICLE VIII: INSURANCE, BONDS AND GUARANTY

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$2,000,000.00. A certificate of insurance evidencing the required coverage as noted herein shall be provided prior to final execution of the contract and commencement of work.

8.1. Service Provider Insurance Coverage

The Service Provider shall provide insurance coverage for itself and all of its employees used in connection with this Service Agreement, and for real properties connected to this Agreement as described herein. Such policies shall be issued by financially sound carriers with A.M. Best ratings of at least “A” and “stable” and licensed to do business in the State of Louisiana and shall be subject to approval by the City-Parish. Service Provider is responsible for assuring that its subcontractors meet these insurance requirements. Such insurance provisions shall be as follows:

- i. Workers’ Compensation – Workers’ Compensation Insurance with full statutory liability as required by Louisiana Law for all employees. Employer’s Liability or “Stop Gap” insurance with limits of \$500,000.00 each accident, disease, and policy limit.
- ii. Commercial General Liability – Commercial General Liability Insurance, on an occurrence basis, covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Service Agreement, including coverage for independent contractor’s protection, premises-operations, products/completed operations, and contractual liability with respect to the liability assumed by the Service Provider hereunder. The limits of this insurance shall be:

Each Occurrence:	\$5,000,000
General Aggregate Limit:	\$10,000,000
Products-Completed Operations Limit:	\$5,000,000
Personal and Advertising Injury Limit:	\$2,000,000 each occurrence and aggregate
Fire Damage (Any One Fire):	\$250,000

- iii. Automobile Liability Insurance – Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Service Agreement, with limits of \$1,000,000 combined single limit each accident for bodily injury and property damage.

- iv. Professional Liability Insurance - A limit of \$5,000,000 per claim and aggregate.
- v. Contractor's Pollution Liability Insurance - A limit of \$5,000,000 per claim and aggregate.
- vi. Excess/Umbrella Liability Insurance – A limit of \$5,000,000 per occurrence and aggregate.
- vii. Builders' risk shall be negotiated and provided on a case by case basis through a CAM.
- viii. Insurance Limits and Certificates – The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. The Service Provider will provide to the City-Parish certificate(s) of such insurance upon execution of this Service Agreement and on any renewal of such insurance while this Service Agreement is in effect. The certificate(s) shall provide that:
 - a. The City-Parish, its elected and appointed officials, officers, members, employees, and directors are named as additional insured with respect to all liabilities as their interest may appear with respect to this Service Agreement except Workers' Compensation/Employer's Liability and Professional Liability.
 - b. With the exception of Workers' Compensation/Employer's Liability and Professional Liability, coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by the Service Provider.
 - c. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.
 - d. Waiver of Subrogation shall be provided for all coverages except Professional Liability; and
 - e. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- ix. Endorsements reflecting above coverage components shall be provided and attached to the Certificate(s) of Insurance.
- x. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

8.2. Performance Bond

Service Provider shall provide and maintain a Bond in accordance with the provisions stated herein for the duration of this contract and any extensions granted

The Service Provider shall provide to the City-Parish and keep in force during each Fiscal Year of the Term a Performance Bond in an amount equal to the amount of the Annual Service Fee for each such Fiscal Year as estimated by the Service Provider in accordance with ARTICLE VIII. For the first Fiscal Year ending December 31, 2023 the bond shall be for an amount equal to the Service Fee for the First Contract Year. For each subsequent Fiscal Year, the bond shall be equal to the estimated Annual Service Fee for that current Fiscal Year as determined in accordance with ARTICLE VIII. The bond shall guarantee the Service Provider's faithful performance of its duties and obligations to the City-Parish, under this Service Agreement and shall be in such form as has been approved by the City-Parish Solicitor. The City-Parish shall have the authority to approve or disapprove the surety Service Provider, which approval shall not be unreasonably withheld.

8.3. Corporate Guaranty

Service Provider shall provide and maintain a Guaranty for the performance under this contract in accordance with below for the duration of this contract and any extensions granted.

The Service Provider shall provide the Guaranty Agreement from _____, the Guarantor which shall be mutually agreeable and in substantially the same form as that in Exhibit 6, which shall guarantee the performance of the Service Provider's obligations under the terms of this Service Agreement.

If a guarantor under the Guaranty Agreement no longer directly or indirectly controls the Service Provider, the Service Provider shall be permitted to provide a successor guarantor, by assignment or otherwise, under the Guaranty Agreement, provided (i) such guarantor directly or indirectly controls the Service Provider and (ii) such successor guarantor is consented to by the City, which consent shall not be unreasonably withheld.

If the Service Provider provides a successor guarantor in accordance with this Attachment F, the rights and obligations of the previous guarantor under the Guaranty Agreement shall be of no further force and effect, and the City shall execute such releases or further assurances in this regard as shall be reasonably requested by the Service Provider.

ARTICLE IX: INDEMNIFICATION

Service Provider shall indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer(s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operation under this Agreement.

ARTICLE X: CYBERSECURITY PREREQUISITES

Service Provider, including all principals and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City-Parish proof of said completion prior to being granted access to said assets.

ARTICLE XI: COMPENSATION

The City-Parish shall pay and Service Provider agrees to accept the Annual Service Fee in ARTICLE V (see ARTICLE II for Definitions) as full compensation for the professional services to be performed under this contract.

The compensation shall be payable within thirty (30) days after submission and approval of monthly invoices in the DES invoice portal with appropriate documentation.

ARTICLE XII: INSPECTION OF BOOKS AND RECORDS

The Service Provider shall permit the authorized representative of the City-Parish to periodically inspect and audit all relevant information including data, reports and records of the Service Provider relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

ARTICLE XIII: RECORD RETENTION

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the Service Agreement for at least 10 years. The Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Service Agreement and such other records as may be deemed reasonably necessary by the City to assure proper accounting for all funds paid to the Service Provider by the City. Such records shall be kept separate from other records maintained by the Service Provider. Such records shall be made available for audit and inspection purposes to the City or its Designated Representative upon request during normal business hours. The City shall not disclose and shall keep confidential such records to the extent permitted by Applicable Law.

ARTICLE XIV: COMPLETE AGREEMENT

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

ARTICLE XV: CONTRACT MODIFICATIONS

No amendment or change to the terms of this Service Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency

between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

ARTICLE XVI – BREACH

16.1. Breach

No party shall have the right to terminate its obligations under this Service Agreement for cause for any breach unless an Event of Default (as defined in Section 16.2 and 16.3) on the part of the other party shall have occurred.

16.2. Service Provider Events of Default

Each of the following shall constitute a Service Provider Default with respect to the Service Provider's obligations and duties to the City-Parish:

- i. The failure on the part of the Service Provider to pay any amount required to be paid to the City-Parish under this Service Agreement within sixty (60) days after receipt by the Service Provider of a statement therefor from the City-Parish.
- ii. Except to the extent covered by items (i), (iii), (iv), or (v) of this Section 16.2, the failure or refusal by the Service Provider to fulfill any of its obligations to the City-Parish in accordance with this Service Agreement unless such failure or refusal shall be excused or justified by a Service Provider Uncontrollable Circumstance; provided, however, that no such failure or refusal shall constitute an Event of Default unless and until:
 - a. The City-Parish shall have given prior written notice to the Service Provider stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exist; and
 - b. The Service Provider shall have neither corrected such default nor initiated reasonable steps to correct the same, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within a reasonable period of time (which shall in any event be not more than forty-five (45) days from the date of the notice given pursuant to clause (a) of this Section 16.2(ii)); provided, however, that if the Service Provider shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for as long as the Service Provider is continuing to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring; and

- c. In the event the Service Provider disputes the occurrence of such default or defaults and has initiated dispute resolution pursuant to ARTICLE XXII within a reasonable period of time (which shall in any event be not more than thirty-five (35) days from the date of the notice given pursuant to clause (a) of this Section 16.2, a decision of the non-binding mediation has been rendered that a default or defaults by the Service Provider exist and the Service Provider shall have neither corrected such default nor initiated reasonable steps to correct the same, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within a reasonable period of time; provided, however, that if the Service Provider shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for so long as the Service Provider is continuing to take reasonable steps to correct such defaults, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring.
- iii. The Guarantor shall have failed to maintain at least one of the following credit ratings for the Guarantor or the indebtedness of the Guarantor, as applicable: (i) "BBB" or better from Standard & Poor's Corporation or its successors ("Standard & Poor's"), (ii) "BBB" or better from Fitch Investors Services, L.P. or its successors ("Fitch"), or (iii) "Baa-2" or better from Moody's Investors Service or its successors ("Moody's"); provided, however, that if Standard & Poor's, Moody's or Fitch (collectively, the "Rating Agencies") changes its rating system (a "Replacement Rating System"), the credit ratings set forth above shall be replaced by the comparable credit rating under the Replacement Rating System.
- iv. The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the Service Provider or of a major part of the Service Provider's property, respectively, which order shall not have been discharged within one hundred twenty (120) days, or the issuance of a decree of such a court adjudicating the Service Provider insolvent or sequestering a major part of the Service Provider's property, respectively, which decree shall have continued undischarged and unstayed for one hundred twenty (120).days, or the filing against the Service Provider of a petition to reorganize the Service Provider pursuant to the Federal Bankruptcy Code or any similar statute applicable to the Service Provider which filing shall not be dismissed within one hundred twenty (120) days after such filing.
- v. The filing by the Service Provider of a petition of involuntary bankruptcy under any provision of any bankruptcy law or the consenting of the Service Provider to the filing of any bankruptcy or reorganization petition against the Service Provider under any such law, or 'the filing by the Service Provider of a petition to reorganize the Service Provider pursuant to the Federal Bankruptcy Code or any other similar statute applicable to the Service Provider.

16.3. City-Parish Events of Default

Each of the following shall constitute a City-Parish Default with respect to the City-Parish's obligations and duties to the Service Provider:

- i. The failure on the part of the City-Parish to pay any amount required to be paid to the Service Provider under this Service Agreement within sixty (60) days after receipt by the City-Parish of a statement therefor from the Service Provider.
- ii. Except to the extent covered by items (i), (ii), or (iii) of this Section 16.3, the failure or refusal by the City-Parish to fulfill any of its obligations to the Service Provider in accordance with this Service Agreement, unless such failure or refusal shall be excused or justified by a City-Parish Uncontrollable Circumstance, provided however, that no such failure or refusal shall constitute an Event of Default unless and until:
 - a. The Service Provider shall have given prior written notice to the City-Parish stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exist, and
 - b. The City-Parish shall have neither corrected such default nor initiated reasonable steps to correct the same within a reasonable period of time (which shall in any event be not more than forty-five (45) days from the date of the notice given pursuant to clause (a) of this Section 16.3, provided however, that if the City-Parish shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for as long as the Service Provider is continuing to take reasonable steps to correct such default, and
 - c. In the event the City-Parish disputes the occurrence of such default or defaults and has initiated dispute non-binding mediation pursuant to Article XXII within a reasonable period of time (which shall in any event be not more than thirty-five (35) days from the date of the notice given pursuant to clause (a) of this Section 16.3, a decision of the arbitrators has been rendered that a default or defaults by the City-Parish exist and the City-Parish shall have neither corrected such default nor initiated reasonable steps to correct the same within a reasonable period of time; provided however, that if the City-Parish shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for so long as the City-Parish is continuing to take reasonable steps to correct such defaults, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring.

16.4. Termination on Default

If any party shall have a right of termination for cause in accordance with Section 16.1, the same may be exercised only by written notice of termination given to the party in default. Such notice shall describe in reasonable detail the Event of Default which is the basis for termination. The proper exercise of such right of termination shall be in addition to and not in substitution for such other remedies, whether damages or otherwise, as the party exercising the right of termination may have.

16.5. Survival of Certain Rights and Obligations

The rights and obligations of the parties under ARTICLE XVII and ARTICLE XVIII survive any termination of this Service Agreement. No termination of this Service Agreement under Section 16.4 or otherwise hereunder shall limit or otherwise affect the respective rights and obligations of either party under this Service Agreement.

ARTICLE XVII: TERMINATION FOR CONVENIENCE

The City-Parish may terminate this Service Agreement at any time by giving thirty (30) days written notice to the Service Provider of such termination or negotiating with the Service Provider an effective date. In the event of early termination of this Agreement, City-Parish shall pay all negotiated costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

ARTICLE XVIII: TERMINATION FOR CAUSE

The City-Parish may terminate this agreement for cause based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

ARTICLE XIX: ASSIGNMENT AND SUBCONTRACTING

This agreement is not assignable by the Service Provider without the City-Parish's written

consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

ARTICLE XX: GOVERNING LAW AND VENUE

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

ARTICLE XXI: FEDERAL CLAUSES

Attachment "A" contains a list of federal clauses. These federal clauses are mandatory if Federal Funds are utilized. On this particular contract, the most common instance where federal funding would be used is in response to a declared disaster where FEMA reimbursement is requested for damages to plant equipment. By signing this contract, the Service Provider acknowledges the use of and agrees to comply with these federal clauses if this contract is used in response to a declared disaster.

ARTICLE XXII: DISPUTE RESOLUTION

Resolution of disputes in connection with this Service Agreement shall be first subject to the mutually agreed dispute resolution process described as follows:

22.1. Scope

To facilitate quick and efficient resolution of disputes that may arise under this Service Agreement, all claim, controversies and disputes arising out of or relating to this Service Agreement, or the breach thereof ("Dispute"), shall be decided by the dispute resolution procedure contained in Attachment B.

22.2. Covenant to Continue Work

During the resolution of any Dispute, the Service Provider and the City shall each continue to perform all of their respective obligations under this Service Agreement without interruption or delay. If the City disputes any invoice of the Service Provider with respect to the Service Fee, the disputed portion of such invoice shall be effective immediately and until resolution of the Dispute. Accordingly, notwithstanding any Dispute with respect to an invoice, the City shall pay the entire amount of the Service Fee billed in such invoice when due. If the Service Provider does not prevail in the Dispute resolution, the Service Provider shall reimburse the City immediately after such resolution for the aggregate amount of the overpayment, plus interest at the Prime Rate calculated from the date on which the City paid such invoice.

22.3. Remedies

Notwithstanding any other term of this Service Agreement, the parties agree and understand that the remedy at law for any breach by the other party of this Service Agreement

will be inadequate and that damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon adequate proof of such breach, the non-breaching party shall be entitled to immediate injunctive relief and may obtain an order for specific performance or restraining any threatened or further breach. The rights and remedies available to a party at law and in equity under the terms and conditions of this Service Agreement are cumulative and not exclusive rights and remedies available to that party.

ARTICLE XXIII: SERVICE PROVIDER UNCONTROLLABLE CIRCUMSTANCES

Notwithstanding anything to the contrary contained in this Service Agreement, the Service Provider shall not be liable for its failure to perform or for delay in performance of its obligations hereunder (other than any payment obligation) when due to Service Provider Uncontrollable Circumstances.

23.1. Service Provider Uncontrollable Circumstances

- i. The Service Provider shall provide prompt notice to the City-Parish of the commencement and the cessation of such Service Provider Uncontrollable Circumstances as provided in Section 23.1, Item ii. At the conclusion of any Service Provider Uncontrollable Circumstance, the obligations of the Service Provider shall resume in full force and effect. In the event of a Service Provider Uncontrollable Circumstance, the Service Provider shall use reasonable efforts to eliminate the cause thereof, reduce costs resulting therefrom and resume performance under this Service Agreement. The City-Parish shall pay the Service Fee, including any Extraordinary Items Component, during the continuance of any Service Provider Uncontrollable Circumstances.
- ii. The Service Provider shall immediately notify the City-Parish informally (including, without limitation, by telephone), after the date the Service Provider first knew of the commencement of a Service Provider Uncontrollable Circumstance, followed within thirty (30) days by a written description of (a) the beginning of such Service Provider Uncontrollable Circumstance, (b) its estimated duration and the requirement for, and the amount of, any adjustment to the Service Fee or any Capital Item necessitated thereby and (c) its estimated impact on the obligations of the Service Provider under this Service Agreement. Any Capital Item necessitated by a Service Provider Uncontrollable Circumstance shall be financed as provided in Article V.
- iii. Notwithstanding anything to the contrary in this Section Section 23.1, Item i, the Service Fee shall not be adjusted with respect to any Extraordinary Items Component of the Service Fee as provided in – (To Be Determined) - so long as (a) the Service Provider Uncontrollable Circumstance is a Change in Law, (b) the City-Parish gives the Service Provider notice of its intention to contest the validity or applicability of such Change in Law prior to the date on which the Service Provider determines that it is necessary for the Service Provider to take action to comply with such Change in Law, (c) the City-Parish diligently prosecutes such contest at its sole expense in good faith and by appropriate proceedings, (d) Applicable Law permits continued operation of the Managed Assets pending resolution of the contest, so that the Service Provider shall have no liability as a

result of its failure during such period to comply with such Change in Law. If the Service Provider determines that it is necessary to take action to comply with such Change in Law, the Service Provider shall give the City-Parish at least forty-five (45) days notice of such determination prior to taking any such action so the City may seek an injunction or other stay hereunder. Notwithstanding anything to the contrary set forth herein, the Service Fee shall be adjusted as provided in Article V to the extent that the Service Provider reasonably expends any funds in order to comply with a Change in Law described in this Section 23.1, Item iii.

ARTICLE XXIV: PERFORMANCE INCENTIVES

To Be Determined – to be determined by negotiation and agreement between the City-Parish and the Service Provider.

ARTICLE XXV: NATIONAL CATEGORICAL PRETREATMENT STANDARD

25.1. The National Categorical Pretreatment Standard

The City-Parish shall continue to maintain, administer, and enforce a NCPS for the Service Area that complies with Applicable Law, including but not limited to the requirements contained in Title 2, Chapter 5 of the City Code and in 40 CFR Part 403 or any other Federal, State, or local requirements needed to maintain the operational performance or permit compliance of the Managed Assets. The City-Parish shall promptly amend the NCPS to incorporate additional or changed requirements imposed under Applicable Law, and that, if so lawfully ordered by the LADEQ, or any other Governmental Authority having jurisdiction, the City-Parish will amend the NCPS in order to comply with any requirements governing the content and implementation of an industrial pretreatment program.

25.2. Wastewater Discharge Permits

The City-Parish shall continue to issue wastewater discharge permits to each SIU as required by City-Parish Code Title 2, Chapter 5, Section 2:268 and by all other Applicable Law.

25.3. Approval of Significant Industrial Users

- i. Before the City-Parish approves a connection of any Person who may constitute a SIU to any sewer system that shall ultimately discharge into the Managed Assets, the City-Parish shall submit to the Service Provider in writing all pertinent data in the City-Parish's possession concerning the proposed wastes from the potential SIU, such data to include estimates of flow and probable analysis. The Service Provider shall reply in writing to the City-Parish within fifteen (15) days after receipt of the data indicating the Service Provider's recommendation for approval of the proposed connection or its recommendation for disapproval with supporting reasons therefor. If the City-Parish does not concur with the Service Provider's recommendation, it shall provide the following information: (i) the engineering reasons that a particular waste would neither violate the requirement of the NCPS nor result in Non-Specification Influent or whether the particular waste(s) would be acceptable if pretreatment facilities are constructed by the SIU.

- ii. The City-Parish shall not be bound by any findings or recommendations of the Service Provider as to whether a person constitutes a SIU.
- iii. If the connection is approved but the City-Parish, the City-Parish shall provide the Service Provider with an executed copy of any agreement, contract, permit of license developed as a result of this Section.

25.4. Permits under NCPS

The City-Parish shall provide the Service Provider with a copy of any Permits issued under the NCPS promptly after such Permits are issued.

25.5. Violations of NCPS or Permits

In the event the City-Parish fails to comply with its Influent limitations with respect to Facility Flow, BOD or Suspended Solids, or any Person (including, without limitation, any Significant Industrial User) fails to comply with its permit requirements in accordance with the approved NCPS and the Service Provider determines that a particular waste being discharged is in violation of the NCPS, then the Service Provider shall notify the City-Parish of such noncompliance promptly after obtaining knowledge of it; provided, however, that any reasonable delay or immaterial failure of the Service Provider to provide such notice to the City-Parish shall not relieve the City-Parish of any of its obligations under this Service Agreement or impose any liability on the Service Provider. The City-Parish shall promptly prepare a compliance schedule and immediately initiate enforcement action in accordance with ARTICLE XXVI.

ARTICLE XXVI: ENFORCEMENT

26.1. Enforcement Response Plan

The City shall enforce the NCPS in accordance with CFR 403, City-Parish Code Title 2, Chapter 5, Section 2:268, and the Enforcement Response Plan (“ERP”). In the event that the Environmental Services Director, or any Designated Representative, has knowledge of the violation or noncompliance with the provisions of the NCPS by any Person, the City-Parish shall initiate enforcement action against such Person to the extent of the City-Parish’s authority under the NCPS after the receipt of such knowledge within a reasonable period of time under the circumstances, in accordance with the ERP. The City-Parish shall report monthly to the Service Provider regarding the progress of any such enforcement action and shall provide a written report regarding the results of such enforcement action within ten (10) days after the conclusion thereof. In the event that Non-Specification Influent is received at the Managed Assets, the City-Parish shall, after obtaining knowledge of such Non-Specification Influent within a reasonable period of time under the circumstances, commence an investigation to determine the identity of the source. The City-Parish shall report periodically to the Service Provider regarding the progress of any such investigation and shall provide a written report regarding the results of such investigation action within ten (10) days after the conclusion thereof.

26.2. Service Provider Enforcement Cooperation

The Service Provider shall cooperate fully with the City-Parish in any such enforcement action. The Service Provider will provide applicable records and reports from its monitoring, sampling and reporting activities at no additional cost to the City-Parish. The Service Provider shall provide other information and personnel as reasonably requested by the City-Parish, provided that any reasonable expenses of the Service Provider in connection with such cooperation shall be paid to the Service Provider by the City-Parish within thirty (30) days after receipt by the City-Parish of an invoice therefor from the Service Provider.

26.3. Changes to the Enforcement Response Plan

The City-Parish shall promptly notify the Service Provider of any changes or revisions to the ERP.

In witness whereof, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESSES

City of Baton Rouge and Parish of East Baton Rouge

By: _____

**Sharon Weston Broome
Mayor-President**

Date: _____

By: _____

Title

Date: _____

Approved:

Approved:

**Richard Speer, PE
Environmental Services Director**

**Kelvin J. Hill, Assistant CAO
Office of the Mayor-President**

Approved as to form:

Office of the Parish Attorney

ATTACHMENT A - FEDERAL CLAUSES

A.1 Remedies

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the City- Parish may have as to any subsequent breach of service.

If the Service Provider fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Service Agreement, the Service Provider will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Service Provider elsewhere in the resulting Service Agreement Documents, the City-Parish retains, solely to itself, all such remedies.

A.2 Equal Employment Opportunity

During the performance of this Service Agreement, the Service Provider agrees as follows:

- i. The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Service Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Service Provider's legal duty to furnish information.

- iv. The Service Provider will send to each labor union or representative of workers with which the Service Provider has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Service Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Service Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Service Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Service Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Service Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Service Provider becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering

agency, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Service Provider and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Service Providers and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

A.3 Davis-Bacon and Copeland Anti-Kickback Act

The Service Provider shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Service Provider is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Service Provider is required to pay wages not less than once a week.

The Service Provider shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Service Provider is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

A.4 Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Service Provider is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

A.5 Rights to Interventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Interventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

A.6 Clean Air Act and the Federal Water Pollution Control Act

The Service Provider is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A.7 Byrd Anti-Lobbying Amendment

Service Providers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

A.8 Procurement Recovered Materials

Service Provider shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A.9 Program Fraud and False or Fraudulent Statements or Related Acts

The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this contract.

A.10 Compliance with Federal Law, Regulations, and Executive Orders

The Service Provider will comply will all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

A.11 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Service Provider, or any other party pertaining to any matter resulting from the contract.

ATTACHMENT B - DISPUTE RESOLUTION PROCEDURE

To Be Determined – to be determined by negotiation and agreement by the City-Parish and the Service Provider.

EXHIBITS

EXHIBIT 1 – MANAGED ASSETS/SITE DESCRIPTION

MANAGED ASSETS AND SITE DESCRIPTION

The Sites include all of the real property upon which the Managed Assets are located, as more particularly described and depicted in the attached plans.

The Managed Assets include buildings, structures, machinery, equipment, and other fixtures and personal property located on the Sites, including, without limitation, all of the equipment, fixtures and other personal property listed on the City-Parish's maintenance management system for the Managed Assets, and as depicted on the attached location plans.

EXHIBIT 2 – PERMITS AND APPROVALS
REQUIRED PERMITS AND APPROVALS

EXHIBIT 3 – UPFRONT CAPITAL ITEMS

UPFRONT CAPITAL ITEMS

| *If Applicable:*

EXHIBIT 4 – SAMPLE SERVICE FEE

SAMPLE SERVICE FEE CALCULATIONS

The content of this section is subject to the structure of the final agreement. The service fee shall be generally composed of recurring annual fees and pass-through cost as stated in the RFP:

1. *Annual Base Fee*
2. *Annual Asset Management Fee*
3. *Amortization of Upfront Capital Items, if applicable*

and Value-Added project costs, composed of

1. *Technical Audit and Project development costs*
2. *Recurring costs, on a project-by-project basis, including amortization of capital (if applicable) and O&M and asset management costs of accepted projects*

EXHIBIT 5 - REPORTS

REPORTS

EXHIBIT 6 – GUARANTY FORM
CORPORATE GUARANTY FORM

Request for Proposal No. 20008-A22-10

Operations and Maintenance Services for the Wastewater Treatment Facilities

Addendum No. 5

September 9, 2022

Attachment 5B

NORTH PLANT CONDITION ASSESSMENT / IMPROVEMENTS				
				OOS - Out of service; PS - Partial Service
Asset	Asset ID	OOS	PS	Comments
FORCE MAIN HEADWORKS				
Bar Screen 1	E-1001			
Bar Screen 2	E-1002			
Bar Screen 3	E-1003			
Bar Screen 4	E-1004			
Grit Classifier No. 1	E-1007			
Grit Classifier No. 2	E-1008			
Grit Pump No. 1	P-1001			
Grit Pump No. 2	P-1002			
Grit Pump No. 3	P-1003			
Induced Vortex Grit Removal Unit No. 1	E-1005			
Induced Vortex Grit Removal Unit No. 2	E-1006			
Force Main Barscreen Conveyor	E-1009			
Force Main Truck Load Conveyor	E-1010			
GRAVITY HEADWORKS				
Bar Screen No. 1	E-101			
Bar Screen No. 2	E-102			
Bar Screen No. 3	E-103			
Aerated Grit Removal System No. 1				
Positive Placement Blower No. 1	E-114			
Aerated Grit Removal System No. 2				
Positive Placement Blower No. 2	E-115			
Grit Classifier No 1	E-105			
Grit Classifier No. 2	E-107			
South Grit Pump #1	P-101			
South Grit Pump #2	P-102			
North Grit Pump #1	P-103			
North Grit Pump #2	P-104			
South Grit Pump #3	P-105			
North Grit Pump #3	P-106			
Grvaity Barscreen Conveyor	E-104			
Gravity Truck Load Conveyor	E-108			
Grit Pump Vault Sump Pump #1	P-109			
Grit Pump Vault Sump Pump #2	P-110			
GRAVITY INFLUENT PUMP STATION				

Gravity Influent Pump	P-1501N			
Gravity Influent Pump	P-1502N			
Gravity Influent Pump	P-1503N			
SCREW PUMP STATION				
Screw Pump	P-105			
Screw Pump	P-106			
Screw Pump	P-107			
Screw Pump	P-108			
Screw Pump	P-109			
PRIMARY SETTLING BASINS				
Primary Settling Tanks No. 1	E-203N			
Primary Settling Tanks No. 2	E-204N			
Primary Settling Tanks No. 3	E-2002N	X		Defects in basin side wall.
Primary Settling Tanks No. 4	E-2003N			
Primary Settling Tanks No. 5	E-2502N			
Primary Settling Tanks No. 6	E-2503N			
Primary Settling Tank 1/2 Sludge Pump #1	P-205N			
Primary Settling Tank 1/2 Sludge Pump #2	P-204N			
Primary Settling Tank 1/2 Sludge Pump #3	P-203N			
Primary Settling Tank 3/4 Sludge Pump #1	P-2003N			
Primary Settling Tank 3/4 Sludge Pump #2	P-2004N			
Primary Settling Tank 3/4 Sludge Pump #3	P-2005N			
Primary Settling Tank 5/6 Sludge Pump #1	P-2503N			
Primary Settling Tank 5/6 Sludge Pump #2	P-2504N			
Primary Settling Tank 5/6 Sludge Pump #3	P-2505N			
Primary Settling Tank 1/2 Transfer Pump	P-200N	X		
Primary Settling Tank 3/4 Transfer Pump	P-2014N			
Primary Settling Tank 5/6 Transfer Pump	P-2514N			
PRIMARY EFFLUENT PUMP STATION				
Primary Effluent Pump	P-206N			
Primary Effluent Pump	P-207N			
Primary Effluent Pump	P-208N			
Primary Effluent Pump	P-209N			
Primary Effluent Pump	P-210N			
Primary Effluent Pump	P-2006N			
Primary Effluent Pump	P-2007N			
Primary Effluent Pump	P-2008N			
Primary Effluent Pump	P-2009N			

TRICKLING FILTERS				
Trickling Filter No. 1	E-351N			
Trickling Filter No. 2	E-352N			
Trickling Filter No. 3	E-3001N	X		Frame has structural issues, water driven
Trickling Filter No. 4	E-3002N			Temporarily motor driven. Parts on site to return to motor driven.
Trickling Filter No. 5	E-3003N			Water driven.
Trickling Filter No. 6	E-3012N			Water driven.
Trickling Filter No. 7	E-3013N	X		Main bearing failed
Trickling Filter No. 8	E-3014N			
Trickling Filter No. 1 Blower #1	E-353N			
Trickling Filter No. 2 Blower #1	3-354N			
Trickling Filter No. 3 Blower #1	E-3004N			
Trickling Filter No. 3 Blower #2	E-3005N			
Trickling Filter No. 4 Blower #1	E-3006N			
Trickling Filter No. 4 Blower #2	E-3007N			
Trickling Filter No. 5 Blower #1	E-3008N			
Trickling Filter No. 5 Blower #2	E-3009N			
Trickling Filter No. 6 Blower #1	E-3015N			
Trickling Filter No. 6 Blower #2	E-3016N			
Trickling Filter No. 7 Blower #1	E-3017N			
Trickling Filter No. 7 Blower #2	E-3018N			
Trickling Filter No. 8 Blower #1	E-3019N			
Trickling Filter No. 8 Blower #2	E-3020N			
Trickling Filter Piping			X	Leak in piping between splitter box and Trickling Filter's Nos. 3 & 4
TRICKLING FILTER RECYCLE				
Recycle Pump #1	P-3001N			
Recycle Pump #2	P-3002N			
Recycle Pump #3	P-3003N			
Recycle Pump #4	P-3004N	X		Pump being rebuilt
Gravity Recycle Valve				
FINAL SETTLING TANKS #1-2				
Final Settling Tank No. 1	E-401N	X		Troubleshooting. Contractor to re-level.
Final Settling Tank No. 2	E-402N			
Sludge Pump #1	P-4008N			
Sludge Pump #2	P-4009N			
Sludge Pump #3	P-4010N			
FINAL SETTLING TANKS #3-5				

Final Settling Tank No. 3	E-4003N			
Final Settling Tank No. 4	E-4004N			
Final Settling Tank No. 5	E-4005N			
Sludge Pump #1	P-4004N			
Sludge Pump #2	P-4005N			
Sludge Pump #3	P-4006N			
Sludge Pump #4	P-4007N			
FINAL SETTLING TANKS #6-9				
Final Settling Tank No. 6	E-4006N			
Final Settling Tank No. 7	E-4007N			
Final Settling Tank No. 8	E-4008N			
Final Settling Tank No. 9	E-4009N			
Sludge Pump #1	P-4011N			
Sludge Pump #2	P-4012N			
Sludge Pump #3	P-4013N			
Sludge Pump #4	P-4014N			
Sludge Pump #5	P-4015N			
Sludge Pump #6	P-4016N			
FINAL EFFLUENT PUMP STATION				
Final Effluent Pump	P-5501N			
Final Effluent Pump	P-5502N	X		Rebuilt pump and motor on site. Mfr service rep to install shaft coupling.
Final Effluent Pump	P-5503N			
Final Effluent Pump	P-5504N	X		Rebuilt pump and motor on site. Mfr service rep to install shaft coupling.
Final Effluent Pump	P-5505N			
Final Effluent Pump	P-5506N			
Final Effluent Pump	P-5507N			
CHLORINE CONTACT BASINS				
Sodium Hypochlorite Pump #1	P-50-11-1			
Sodium Hypochlorite Pump #2	P-50-11-2			
Sodium Hypochlorite Pump #3	P-50-11-3		X	Troubleshooting issue with bearing and/or diaphragm.
Sodium Hypochlorite Pump #4	P-50-11-4			
Hypo Storage Tank #1	T-50-1-1			
Hypo Storage Tank #2	T-50-1-2			
CCB 1 Hypo Induction Unit	M-50-1-1			
CCB 2 Hypo Induction Unit	M-50-1-2			
W3 Pumps				
W3 Pump #1	P-90-1-1			
W3 Pump #2	P-90-1-2			

W3 Pump #3	P-90-2-1			
W3 Pump #4	P-90-2-2			
GRAVITY THICKENER				
Gravity Thickener No. 1	E-601			
Gravity Thickener No. 2	E-602			
Thickened Sludge Pump #1	P-601N			
Thickened Sludge Pump #2	P-602N			
Thickened Sludge Pump #3	P-603N			
GRAVITY BELT THICKENER				
Gravity Belt Thickener #1	E-6001N	X		Replace control panel
Gravity Belt Thickener #2	E-6002N	X		Replace control panel
Gravity Belt Thickener Discharge Pump #1	P-6003N			
Gravity Belt Thickener Discharge Pump #2	P-6004N			
Gravity Belt Thickener Polymer Pump #1	E-6003N			
Gravity Belt Thickener Polymer Pump #2	E-6004N			
Polymer Tank and Mixer	E-6005N			
Polymer Tank and Mixer	E-6006N			
Gravity Belt Thickener Filtrate Pump #1	P-6005N			
Gravity Belt Thickener Filtrate Pump #2	P-6006N			
Gravity Belt Thickener Filtrate Pump #3	P-6007N			
DIGESTERS				
Digester #1				
Digester #2				
Digester #3				
Sludge Recirculation #1	P-70-3-1			
Sludge Recirculation #2	P-70-3-3			
Sludge Recirculation #3	P-70-3-4			
Belt Press Feed #1	P-80-3-1			
Belt Press Feed #2	P-80-3-2			
Belt Press Feed #3	P-80-3-3			
Digester 1/2 Mixing Pump #1	P-70-23-1			
Digester 1/2 Mixing Pump #2	P-70-23-2			
Digester 1/2 Mixing Pump #3	P-70-23-3			
Digester 3 Mixing Pump #1	P-70-24-1			
Digester 3 Mixing Pump #2	P-70-24-2			
Digester #1 Heat Exchanger	M-70-3-1			
Digester #2 Heat Exchanger	M-70-3-2			
Digester #3 Heat Exchanger	M-70-3-3			
Digester #1 Heat Exchanger Water Inlet Valve	V-70-9-1			
Digester #2 Heat Exchanger Water Inlet Valve	V-70-9-2			
Digester #3 Heat Exchanger Water Inlet Valve	V-70-9-3			

Digester Feed Valve #1	MV-70-25-1			
Digester Feed Valve #2	MV-70-26-1			
Digester Feed Valve #3	MV-70-27-1			
Digester Supply Fan#1	SF-1			
Digester Supply Fan#2	SF-2			
Digester Supply Fan#3	SF-3			
Digester Supply Fan#4	SF-4			
Digester Supply Fan#5	SF-5			
Digester Exhaust Fan #1	EF-1			
Digester Exhaust Fan #2	EF-2			
Digester Exhaust Fan #3	EF-3			
GAS MANAGEMENT SYSTEM				
Waste Gas Burner	M-70-50-1			
Digester 1 Pressure Relief #1	V-70-25-7			
Digester 1 Pressure Relief #2	V-70-25-8			
Digester 2 Pressure Relief #1	V-70-26-7			
Digester 2 Pressure Relief #2	V-70-26-8			
Digester 3 Pressure Relief #1	V-70-27-7			
Digester 3 Pressure Relief #2	V-70-27-8			
Digester #1 Drip Trap	M-70-25-1			
Digester #2 Drip Trap	M-70-26-1			
Digester #3 Drip Trap	M-70-27-1			
BOILERS				
Boiler #1	M-70-48-1			
Boiler #2	M-70-48-2			
Digester Gas Compressor #1	M-70-37-1			
Digester Gas Compressor #2	M-70-37-2			
Boiler Expansion Tank	M-70-48-3			
Boiler Air Water Separator	M-70-48-4			
Boiler Loop Pump #1	P-70-34-1			
Boiler Loop Pump #2	P-70-34-2			
BELT PRESS				
Belt Press No. 1	E-801N			
Belt Press No. 2	E-802N			
Belt Press No. 3	E-803N			

Polyblend Unit No. 1	PB-801N			
Polyblend Unit No. 2	PB-802N			
Polyblend Unit No. 3	PB-803N			
Polymer Pump #1	P-805N			
Polymer Pump #2	P-806N			
Belt Press Filtrate Pump #1 and #2	P-815N			

SOUTH PLANT CONDITION ASSESSMENT / IMPROVEMENTS				
				OOS - Out of service; PS - Partial Service
Asset	Asset ID	OOS	PS	Comments
GRAVITY INFLUENT PUMP STATION (GIPS)				
Asset	Asset ID	OOS	PS	Comments
Gravity Influent Pump #1	P-05-1			
Gravity Influent Pump #2	P-05-2			
Gravity Influent Pump #3	P-05-3			
Gravity Influent Pump #4	P-05-4			
Gravity Influent Pump #5	P-05-5			
FORCEMAIN RAW WATER / EQUALIZATION PUMP STATION				
Asset	Asset ID	OOS	PS	Comments
FMRW Pump #1	P-06-1			
FMRW Pump #2	P-06-2			
FMRW Pump #3	P-06-3			
FMRW Pump #4	P-06-4	X		Issue with valve.
FMRW Pump #5	P-06-5			
FMRW Pump #6	P-06-6			
EQ Pump #1	P-07-1			
EQ Pump #2	P-07-2			
EQ Pump #3	P-07-3			
EQ Pump #4	P-07-4			
EQ Pump #5	P-07-5			
EQ Pump #6	P-07-6			
RWPS Side B Wet Well LIT	LIT-06-1-4	X		Repull feeder
EQUALIZATION STORAGE TANKS				
Asset	Asset ID	OOS	PS	Comments
Equalization Tank No. 1				
Equalization Tank No. 2				
Equalization Tank No. 3				
Equalization Tank No. 4				
Equalization Tank No. 1 Mixer 1	M-07-12-1	X		Verify
Equalization Tank No. 1 Mixer 2	M-07-12-2	X		Verify
Equalization Tank No. 1 Mixer 3	M-07-12-3	X		Verify
Equalization Tank No. 1 Mixer 4	M-07-12-4	X		Verify
PRELIMINARY TREATMENT FACILITY				

Asset	Asset ID	OOS	PS	Comments
Drum Screen #1	10-10-S			
Drum Screen #2	10-20-S			
Drum Screen #3	10-30-S			
Drum Screen #4	10-40-S			
Drum Screen #5	10-50-S			
Drum Screen #6	10-60-S			
Brush Screen #1	M-10-12			
Brush Screen #1 Conveyor	M-10-13			
Brush Screen #2	M-10-22			
Brush Screen #2 Conveyor	M-10-23			
Brush Screen #3	M-10-32			
Brush Screen #3 Conveyor	M-10-33			
Brush Screen #4	M-10-42			
Brush Screen #4 Conveyor	M-10-43			
Brush Screen #5	M-10-52			
Brush Screen #5 Conveyor	M-10-53			
Brush Screen #6	M-10-62			
Brush Screen #6 Conveyor	M-10-63			
Pista Grit #1	M-10-15			
Pista Grit #2	M-10-25			
Pista Grit #3	M-10-35			
Pista Grit #4	M-10-45			
Pista Grit #5	M-10-55			
Pista Grit #6	M-10-65			
Grit Pump #1	M-10-17			
Grit Pump #2	M-10-27			
Grit Pump #3	M-10-37			
Grit Pump #4	M-10-47			
Grit Pump #5	M-10-57			
Grit Pump #6	M-10-67			
Grit Classifier #1	M-10-18			
Grit Classifier #2	M-10-28			
Grit Classifier #3	M-10-38			
Grit Classifier #4	M-10-48			
Grit Classifier #5	M-10-58			
Grit Classifier #6	M-10-68-S			
Exterior Conveyor #1	M-10-85			
Exterior Conveyor #2	M-10-86			
Incline Conveyor #1	M-10-87			
Incline Conveyor #2	M-10-88			
Interior Conveyor #1	M-10-90			
Interior Conveyor #2	M-10-91			
Grit Classifier Conveyor #1	M-10-92			

Grit Classifier Conveyor #2	M-10-93			
Transfer Conveyor #1	M-10-94			
Transfer Conveyor #2	M-10-95			
Truck Load Conveyor #1	M-10-96			
Truck Load Conveyor #2	M-10-97			
PST Bypass Valve #1	FCV-10-80-1			
PST Bypass Valve #2	FCV-10-80-2			

PRIMARY SETTLING TANKS

Asset	Asset ID	OOS	PS	Comments
Primary Settling Tank 1	E-20-7-1			
Primary Settling Tank 1 Helical Skimmer	E-20-5-1			
Primary Settling Tank 2	E-20-8-1			
Primary Settling Tank 2 Helical Skimmer	E-20-6-1			
Primary Settling Tank 1/2 Sludge Pump 1	P-20-1-1			
Primary Settling Tank 1/2 Sludge Pump 2	P-20-2-1			
Primary Settling Tank 1/2 Sludge Pump 3	P-20-3-1			
Primary Settling Tank 3	E-20-17-1			
Primary Settling Tank 3 Helical Skimmer	E-20-15-1	X		Needs new end shafts and bearing, materials on site
Primary Settling Tank 4	E-20-18-1			
Primary Settling Tank 4 Helical Skimmer	E-20-16-1			
Primary Settling Tank 3/4 Sludge Pump 1	P-20-11-1			
Primary Settling Tank 3/4 Sludge Pump 2	P-20-12-1			
Primary Settling Tank 3/4 Sludge Pump 3	P-20-13-1			
Primary Settling Tank 5	E-20-27-1			
Primary Settling Tank 5 Helical Skimmer	E-20-25-1			
Primary Settling Tank 6	E-20-28-1			
Primary Settling Tank 6 Helical Skimmer	E-20-26-1			
Primary Settling Tank 5/6 Sludge Pump 1	P-20-21-1			
Primary Settling Tank 5/6 Sludge Pump 2	P-20-22-1			
Primary Settling Tank 5/6 Sludge Pump 3	P-20-23-1			

TRICKLING FILTER PUMP STATION

Asset	Asset ID	OOS	PS	Comments
Trickling Filter Recycle Pump #1	P-3001			
Trickling Filter Recycle Pump #2	P-3002			
Trickling Filter Recycle Pump #3	P-3003			
Trickling Filter Recycle Pump #4	P-3004	X		Need to install new motor and junction box.
Trickling Filter 5-8 Feed Valve	MOV-3160			
Trickling Filter 1-4 Feed Valve	MOV-3170			
Trickling Filter Effluent Pump #1	P-4001			
Trickling Filter Effluent Pump #2	P-4002			
Trickling Filter Effluent Pump #3	P-4003			

Trickling Filter Effluent Pump #4	P-4004			
Trickling Filter Effluent Pump #5	P-4005			
Trickling Filter Effluent Pump #6	P-4006			
Trickling Filter Effluent Valve	FCV-35-89-1			
Snail Screen Influent Valve	FCV-35-94-1			
TRICKLING FILTERS				
Asset	Asset ID	OOS	PS	Comments
Trickling Filter #1	E-3001S			
Trickling Filter #2	E-3002S			
Trickling Filter #3	E-3003S	X		Need to replace turntable
Trickling Filter #4	E-3004S			
Trickling Filter #1 Blower	E-3005S			
Trickling Filter #2 Blower	E-3006S			
Trickling Filter #3 Blower	E-3007S			
Trickling Filter #4 Blower	E-3008S			
Trickling Filter #5	E-351S			
Trickling Filter #6	E-352S	X		Large void in media. No issue with trickling filter; a new drive was installed in the past 6 months.
Trickling Filter #7	E-353S			
Trickling Filter #8	E-354S			
Trickling Filter #5 Blower	E-355S			
Trickling Filter #6 Blower	E-356S			
Trickling Filter #7 Blower	E-357S			
Trickling Filter #8 Blower	E-358S			
FINAL SETTLING TANKS #1-4				
Asset	Asset ID	OOS	PS	Comments
Final Settling Tank #1	M-40-11-1			
Final Settling Tank #2	M-40-12-1			
Final Settling Tank #3	M-40-13-1			
Final Settling Tank #4	M-40-14-1			
Waste Secondary Sludge Pump #1	P-41-1-1			
Waste Secondary Scum Pump #2	P-41-2-1			
Waste Secondary Sludge Pump #3	P-41-3-1			
Waste Secondary Sludge Pump #4	P-41-4-1			
Waste Secondary Scum Pump #5	P-41-5-1	X		Need a motor.
Waste Secondary Sludge Pump #6	P-41-6-1			
FINAL SETTLING TANKS #5-8				
Asset	Asset ID	OOS	PS	Comments
Final Settling Tank #5	M-10-42-1		X	Seal on scum trough flush valve needs replacements. Water fills scum pit
Final Settling Tank #6	M-10-52-1			
Final Settling Tank #7	M-10-51-1			

Final Settling Tank #8	M-40-41-1		X	Fabricate new scraper, repair/replace brush;
FST 5 Return Activated Sludge Pump #2	P-42-2-1			
FST 6 Return Activated Sludge Pump #4	P-42-4-1	X		New VFD on order
FST 7 Return Activated Sludge Pump #3	P-42-3-1			
FST 8 Return Activated Sludge Pump #1	P-42-1-1			
RAS 5/8 Vacuum System	M-42-5			
RAS 6/7 Vacuum System	M-42-6			
Waste Secondary Sludge Pump #7	P-42-11-1			
Waste Secondary Scum Pump #8	P-42-12-1		X	Pump leaks from seal
Waste Secondary Sludge Pump #9	P-42-13-1			
Waste Secondary Sludge Pump #10	P-42-14-1		X	Leaks
Waste Secondary Scum Pump #11	P-42-15-1	X		Does not pump
Waste Secondary Sludge Pump #12	P-42-16-1			Check valve handle loose

FINAL SETTLING TANKS #9-12

Asset	Asset ID	OOS	PS	Comments
Final Settling Tank #9	M-40-71-1			
Final Settling Tank #10	M-40-73-1			
Final Settling Tank #11	M-40-81-1			
Final Settling Tank #12	M-40-83-1	X		Floor needs to be re-grouted. Scheduling with maintenance contract.
Return Activated Sludge Pump #7	P-43-1-1	X		Bad leak
Return Activated Sludge Pump #8	P-43-2-1			VFD bad (currently using VFD from #9 pump)
Return Activated Sludge Pump #9	P-43-3-1			
Return Activated Sludge Pump #10	P-43-4-1			
Return Activated Sludge Pump #11	P-43-5-1			
Return Activated Sludge Pump #12	P-43-6-1			
Final Settling Tank 9 Scum Pump	P-40-72-1			
Final Settling Tank 10 Scum Pump	P-40-74-1			
Final Settling Tank 11 Scum Pump	P-40-82-1			
Final Settling Tank 12 Scum Pump	P-40-84-1			
Waste Activated Sludge Pump #1	P-43-16-1	X		Setting new waste pump.
Waste Activated Sludge Pump #2	P-43-17-1	X		Original pump installed. Does not work for this application.
Waste Activated Sludge Pump #3	P-43-18-1			
FST 9-12 WAS Pump Flowmeter #1	FIT-43-19-1			
FST 9-12 WAS Pump Flowmeter #2	FIT-43-20-1			
FST 9-12 Blower #1	M-43-31-1	X		Needs program edits, blower operates mechanically
FST 9-12 Blower #2	M-43-32-1	X		Needs program edits, blower operates mechanically
RSS Return Gate at SCB	G-35-25-1			Pull new wire for the 24v return signal

SOLIDS CONTACT BASIN

Asset	Asset ID	OOS	PS	Comments
Snail Screen No. 1	M-35-1-1		X	Poor condition; HMI does not show run status; will not run in Auto

Snail Screen No. 2	M-35-11-1	X		Screen will not run in Auto. Requires extensive repair or replacement.
Brush Screen No. 1	M-35-60-1	X		
Brush Screen No. 2	M-35-61-1			
Snail Screen Conveyor	M-35-63-1			
Snail Screen #1 Influent Gate	G-35-3-1			Does not show correctly on HMI
Snail Screen #2 Influent Gate	G-35-13-1			
Snail Screen #1 Effluent Gate	G-35-4-1			
Snail Screen #2 Effluent Gate	G-35-14-1			
Snail Screen Bypass Gate	G-35-15-1			
SCB Drain Pump #1	P-35-91-1	X		Replace
SCB Drain Pump #2	P-35-92-1			
Blower 1	M-36-1-1			
Blower 2	M-36-2-1	X		Motors being repaired
Blower 3	M-36-11-1	X		Motors being repaired
Blower 4	M-36-12-1			
RAS Return Valve	G-35-25-1			
RAS Solids Contact Valve	FCV-35-30-1			
SCB Basin #1 Inlet Gate #1	G-35-31-1			
SCB Basin #1 Inlet Gate #2	G-35-32-1			
SCB Basin #1 Inlet Gate #3	G-35-33-1			
SCB Basin #1 Outfall Gate #1	G-35-27-1			
SCB Basin #1 Outfall Gate #2	G-35-28-1			
SCB Basin #2 Gate	G-35-34-1			
SCB Basin #3 Gate	G-35-43-1			
SCB Basin #4 Gate	G-35-53-1			

CHLORINE CONTACT BASIN 1

Asset	Asset ID	OOS	PS	Comments
CCB 1 Feed Pump #1	P-50-1-1			
CCB 1 Feed Pump #2	P-50-1-2			
CCB 1 Induction Mixer	M-50-2-1			
CCB 1 Drain Pump	P-50-2-2			
CCB 1 Sodium Hypo Day Tank	T-50-1-1			

CHLORINE CONTACT BASIN 2

Asset	Asset ID	OOS	PS	Comments
CCB 2 Feed Pump #1	P-52-2-1			
CCB 2 Feed Pump #2	P-52-2-2			
CCB 2 Transfer Pump #1	P-52-3-1	X		Pump removed
CCB 2 Transfer Pump #2	P-52-3-2			
CCB 2 Induction Mixer	M-51-1-1			
CCB 2 Drain Pump	P-51-1-2			
CCB2 Sodium Hypo Day Tank	T-52-1-1			

CCB 2 Sodium Hypo Bulk Tank	T-52-1-2			
FINAL EFFLUENT PUMP STATION				
Asset	Asset ID	OOS	PS	Comments
Final Effluent Pump #1	P-57-12-1		X	High vibration. Opting to run in hand.
Final Effluent Pump #2	P-57-13-1	X		No pump installed. Pump is at Patterson.
Final Effluent Pump #3	P-57-14-1			
Final Effluent Pump #4	P-57-15-1			
Final Effluent Pump #5	P-57-16-1			
Final Effluent Pump #6	P-57-22-1			
Final Effluent Pump #7	P-57-23-1	X		High vibration. Mechanical seals require replacement.
Final Effluent Pump #8	P-57-24-1			
Final Effluent Pump #9	P-57-25-1	X		Need to reinstall with new anchoring and repair pedestal
W3 PUMPS / BOOSTER PUMP SYTEM				
Asset	Asset ID	OOS	PS	Comments
W3 Pump #1	P-57-42-1			
W3 Pump #2	P-57-43-1			
W3 Pump #3	P-57-44-1			
W3 Pump #4	P-57-45-1			
W3 Booster Pump #1	P-57-71-1			
W3 Booster Pump #2	P-57-72-1			
W3 Strainer #1	M-57-51-1			
W3 Strainer #2	M-57-52-1			
W3 Surge Tank	T-57-55-1			
GRAVITY THICKENERS				
Asset	Asset ID	OOS	PS	Comments
Gravity Thickener #1	T-61-1-1			
Gravity Thickener #2	T-61-2-1			
Gravity Thickener #3	T-61-6-1			
Gravity Thickener #4	T-61-7-1			
Gravity Thickener 1 Sludge pump	P-61-11-1			
Gravity Thickener 2 Sludge Pump	P-61-13-1			
Gravity Thickener 3 Sludge Pump	P-61-16-1			
Gravity Thickener 4 Sludge Pump	P-61-18-1			
Gravity Thickener Scum Pump 1	P-61-12-1			
Gravity Thickener Scum Pump 2	P-61-17-1			
GRAVITY BELT THICKENERS				
Asset	Asset ID	OOS	PS	Comments
Gravity Belt Thickener #1	M-60-4-1			
Gravity Belt Thickener #2	M-60-14-1			

Gravity Belt Thickener 1 Hydraulic Pump	P-60-4-7			
Gravity Belt Thickener 1 Washwater Pump	P-60-3-1			
Gravity Belt Thickener 1 Polymer Pump	P-60-9-1			
Gravity Belt Thickener 2 Hydraulic Pump	P-60-14-7			
Gravity Belt Thickener 2 Washwater Pump	P-60-13-1			
Gravity Belt Thickener 2 Polymer Pump	P-60-171			
Gravity Belt Thickener Discharge Pump #1	P-60-6-1			
Gravity Belt Thickener Discharge Pump #2	P-60-7-1			

THICKENED SLUDGE MIXING TANK

Asset	Asset ID	OOS	PS	Comments
Sludge Mixing Pump 1	P-65-3-1			
Sludge Mixing Pump 2	P-65-4-1			
Sludge Mixing Pump 3	P-65-5-1			
Digester Feed Pump 1	P-70-1-1			
Digester Feed Pump 2	P-70-2-1			
Crossover Gate	G-65-9-1	X		Replace Actuator

DIGESTERS / HEAT EXCHANGERS

Asset	Asset ID	OOS	PS	Comments
Digester No. 1	M-70-05-1			
Digester No. 2	M-70-15-1			
Digester No. 3	M-70-25-1			
Digester No. 4	M-70-35-1			
Digester No. 5	M-70-45-1			
Digester 1 Mixing Pump #1	P-70-6-1			
Digester 1 Mixing Pump #2	P-70-7-1			
Digester 2 Mixing Pump #1	P-70-16-1			
Digester 2 Mixing Pump #2	P-70-17-1			
Digester 3 Mixing Pump #1	P-70-26-1	X		Pump being rebuilt
Digester 3 Mixing Pump #2	P-70-27-1	X		Bad seal leak
Digester 4 Mixing Pump #1	P-70-36-1	X		Pump fails when running
Digester 4 Mixing Pump #2	P-70-37-1			
Digester 5 Mixing Pump #1	P-70-46-1			
Digester 5 Mixing Pump #2	P-70-47-1	X		Pump failed on overload
Digester 1 Feed Valve	FCV-70-5-1			
Digester 2 Feed Valve	FCV-70-15-1			
Digester 3 Feed Valve	FCV-70-25-1			
Digester 4 Feed Valve	FCV-70-35-1			
Digester 5 Feed Valve	FCV-70-45-1			
Digester 1 Recirculation Pump	P-70-8-1			
Digester 2 Recirculation Pump	P-70-18-1			
Digester 3 Recirculation Pump	P-70-28-1			

Digester 4 Recirculation Pump	P-70-38-1			
Digester 5 Recirculation Pump	P-70-48-1			
Digester 1 Belt Press Feed Pump	P-70-9-1			
Digester 2 Belt Press Feed Pump	P-70-19-1			
Digester 3 Belt Press Feed Pump	P-70-29-1			
Digester 4 Belt Press Feed Pump	P-70-39-1			
Digester 5 Belt Press Feed Pump	P-70-49-1		X	Replacement pump on site.
Digester 1 Heat Exchanger	M-71-21-1			
Digester 1 Hot Water Recirculation Pump	P-71-22-1			
Digester 1 Three Way Valve	FCV-71-22-1			
Digester 2 Heat Exchanger	M-71-31-1			
Digester 2 Hot Water Recirculation Pump	P-71-32-1			
Digester 2 Three Way Valve	FCV-71-32-1			
Digester 3 Heat Exchanger	M-71-41-1			
Digester 3 Hot Water Recirculation Pump	P-71-42-1			
Digester 3 Three Way Valve	FCV-71-42-1			
Digester 4 Heat Exchanger	M-71-51-1			
Digester 4 Hot Water Recirculation Pump	P-71-52-1			
Digester 4 Three Way Valve	FCV-71-52-1			
Digester 5 Heat Exchanger	M-71-61-1			
Digester 5 Hot Water Recirculation Pump	P-71-62-1			
Digester 5 Three Way Valve	FCV-71-62-1			

DIGESTER GAS SYSTEM

Asset	Asset ID	OOS	PS	Comments
Gas Booster #1	P-72-9-1			
Gas Booster #2	P-72-10-1			
Gas Flare	M-72-6-1			
Digester #1 Drip Trap	M-72-1-1			
Digester #2 Drip Trap	M-72-2-1			
Digester #3 Drip Trap	M-72-3-1			
Digester #4 Drip Trap	M-72-4-1			
Digester #5 Drip Trap	M-72-5-1			
Sediment Vault #1	M-72-6-1	X		Motor failed due to submergence, order replacement mechanical design
Sediment Vault #2	M-72-7-1	X		Motor failed due to submergence, order replacement mechanical design

BOILER SYTEM

Asset	Asset ID	OOS	PS	Comments
Boiler #1	M-71-7-1			
Boiler #2	M-71-17-1			
Boiler 1 Loop Pump	P-71-8-1			
Boiler 2 Loop Pump	P-71-18-1			
Main Loop Pump #1	P-71-72-1			

Main Loop Pump #2	P-71-73-1			
BELT PRESS				
Asset	Asset ID	OOS	PS	Comments
Belt Press #1	E-801S			
Belt Press #2	E-802S			
Belt Press #3	E-803S			
Belt Press #4	E-804S			
Belt Filer Press 1 Polymer Pump	P-80-10-2			
Belt Filer Press 1 Washwater Pump	P-80-22-1			
Belt Filer Press 1 Hydraulic Pump	P-80-24-1			
Belt Filer Press 2 Polymer Pump	P-80-20-2			
Belt Filer Press 2 Washwater Pump	P-80-32-1	X		
Belt Filer Press 2 Hydraulic Pump	P-80-34-1			
Belt Filer Press 3 Polymer Pump	P-80-30-2			
Belt Filer Press 3 Washwater Pump	P-80-42-1			
Belt Filer Press 3 Hydraulic Pump	P-80-44-1			
Belt Filer Press 4 Polymer Pump	P-80-40-2			
Belt Filer Press 4 Washwater Pump	P-80-52-1			
Belt Filer Press 4 Hydraulic Pump	P-80-54-1			
Sludge Transfer Conveyor #1	M-80-61-1			
Sludge Transfer Conveyor #2	M-80-62-1			
Sludge Transfer Conveyor #3	M-80-65-1			
Sludge Transfer Conveyor #4	M-80-66-1			
Sludge Truck Load Conveyor #1	M-80-63-1	X		Units failed, cut in gravity bypass
Sludge Truck Load Conveyor #2	M-80-67-1	X		Units failed, cut in gravity bypass
GENERATORS				
Asset	Asset ID	OOS	PS	Comments
Generator #1	M-95-11-1			
Generator #2	M-95-12-1			
Generator #3	M-95-13-1			
Generator #4	M-95-14-1			
Generator #5	M-95-15-1			
ODOR CONTROL				
Asset	Asset ID	OOS	PS	Comments
Gravity Thickener Area	ORT-91-1-1			
TSMT Scrubber	SCR-92-1-1	X		Parts on site to replace all chemical pumps.
Gravity Thickener 2/3 Odor Control	ORT-91-2-1			