

WATER WELL AND PUMP - MOTOR FULL MAINTENANCE CONTRACT

This Contract entered into by and between **The Merchantville-Pennsauken Water Commission (MPWC) a governmental body corporate of the State of New Jersey, whose primary and legal address is 6751 Westfield Avenue, Pennsauken, NJ, 08110** (hereinafter referred to as “the Owner” or “Commission”) and Utility Service Co., Inc., (USCI) whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as “the Company” or Vendor). Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

A. The Owner agrees to engage the Company to provide the professional services needed to service its **Water Wells Numbering Eleven (11) with their accompanying pumps as listed in attached RFP & Responsive Proposal.** (Hereinafter may be referred to in the singular by the term “Well”).

1. Company’s Responsibilities. This Section outlines the Company’s responsibilities for the services associated with the attached lists of described Wells. Services includes the following:

a. **WATER WELL REHABILITATION:**

(i) The Company shall perform any necessary rehabilitation of the Well to return the Well to as prime a condition as possible. The Company may rehabilitate the Well using appropriate technology, which includes but is not limited to: (1) injecting carbon dioxide or other approved gases into the Well; (2) treatment of the Well with approved chemicals; (3) the mechanical cleaning of the Well; or (4) or any combination thereof.

b. **REPAIR OR REPLACEMENT OF PUMP:**

(i) The Company shall make repairs to the pump or replace the pumping unit and motor during the aforementioned rehabilitation.

(ii) The Company will provide emergency services, when needed, during the Term of this Contract to perform all repairs to the Pumps & motors covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Well site.

c. **WATER WELL MAINTENANCE:**

(i) The Company will install the necessary Well maintenance equipment following the acceptance of this Contract.

(ii) The Company will service the Well using the Well maintenance equipment installed in the Well. A minimum of one Well maintenance service for each well shall be performed each Contract year.

(iii) The Company will conduct a performance test annually and provide a written report of the findings of each Well and pump performance to the Owner following each well’s annual test.

(iv) The Company will provide future rehabilitation of the Well as necessary. The need for any future Well rehabilitation will be determined by the specific capacity of the Well.

(v) The Company will be responsible to return all eleven wells to a base-line Specific Capacity in year 1 and then maintaining that Specific Capacity to within 80% of that wells capacity throughout the maintenance agreement.

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2. Owner's Responsibilities. This Section outlines the Owner's responsibilities under this Contract, and they include but are not limited to the following:

- a. It is understood that only USCI Company's employees or personnel authorized by the Company shall install, operate, and/or maintain the Well maintenance equipment installed by the Company, and the Owner shall not permit any of its employees, agents, or independent contractors, except as authorized by Company, to operate the Well maintenance equipment.
- b. Owner agrees that it will make no alterations in or to the equipment without obtaining prior written permission from Company. The Well maintenance equipment shall have a label attached to it, which Owner shall not remove, describing the equipment and directing system operators to contact the Company prior to removing any equipment from the Well.
- c. The Owner shall notify Company immediately of any breakdown, malfunction, or other evidence that the Well maintenance equipment may need to be serviced.
- d. The Owner shall notify Company immediately of any operational changes to the well or pump that could impact the performance of the well, including but not limited to increasing or decreasing the capacity of the pump, modifications to the pump setting, or modifications to size, or performance.

B. PUMP-MOTOR SERVICE

1. The Owner agrees to engage the Company to provide the professional service needed to service its **Pumps-Motors Numbering Twelve (12) in RFP, in addition to the 11 Well Pumps & motors, for a total of Twenty-Three (23) & Responsive Proposal** (hereinafter "Pump").

Company's Responsibilities. This Section outlines the Company's responsibilities for the services associated with the above described Pump, which are also defined in the Company's proposal, which is attached hereto and incorporated herein by reference. Services includes the following:

a. PUMP – MOTOR RENOVATION:

- (i) The Company shall perform any necessary renovation or replacement of the Pump and Motor to return the Pump to as prime a condition as possible. The Company may renovate or replace the Pump and or Motor with similar or equal equipment to satisfy the design criterion for the performance of the Pump and or Motor and System.
- (ii) The Company will provide emergency services, when needed, during the Term of this Contract to perform all repairs to the Pump and or Motor covered under this Contract. Reasonable travel response time must be allowed for the repair unit to reach the site.

b. PUMP AND MOTOR MAINTENANCE:

- (i) The Company will service each Pump and Motor as described in the Company's proposal on an annual basis. A minimum of one performance test and maintenance event service shall be performed each Contract year.

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(ii) The Company will conduct a performance test annually and provide a written report of the findings of the pump performance to the Owner following each annual test.

2. Owner's Responsibilities. This Section outlines the Owner's responsibilities under this Contract, which may also be defined in the Company's proposal, and they include but are not limited to the following:

- a. It is understood that only Company's employees or personnel authorized by the Company shall operate, and/or maintain the Pump and Motor.
- b. Owner agrees that it will make no alterations in or to the equipment without obtaining prior written permission from Company. The Pump And or Motor equipment shall have a label attached to it, which Owner shall not remove, describing the equipment and directing system operators to contact the Company prior to working on or removing any equipment from the site.
- c. The Owner shall notify Company immediately of any breakdown, malfunction, or other evidence that the Pump and or Motor equipment may need to be serviced.
- d. The Owner shall notify Company immediately of any operational changes to the Pump or Motor that could impact the performance of the equipment, including but not limited to increasing or decreasing the capacity of the pump, modifications to the pump setting, or modifications to size, or performance.

C. (1) Term. This agreement shall be for an **initial term of Ten (10) years from the Commencement Date.** The Commencement date shall in any case be dependent upon all required state and governmental approvals. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2017, Contract Year 1 for that contract would be May 1, 2017 to April 30, 2027 and Contract Year 2 for that contract would be May 1, 2018 to April 30, 2019 and so on. Owner has the option to renew this contract for six (6) additional five (5) year terms (herein after "Renewal Term(s)"). The Owner shall give the Company at least sixty (60) Days advanced written notice of its intent to renew this Contract before the expiration of the Initial Term or any Renewal Term (s). If written notice is not received at least sixty (60) days before the expiration of the Initial Term or any of the Renewal Terms, this Contract shall expire at the end of the then current term.

(2) Contract Price/Annual Fees. The annual fee shall be One Hundred Ninety Seven Thousand three hundred forty dollars (\$197,340.00) per Contract Year including the Annual Performance/Payment Bond with a Ten (10) year minimum, however, in Contract Year 4 and each Contract Year thereafter, the

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annual fee may be adjusted to reflect the actual current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually.

D. Payment Terms. The annual fee for Contract **Year 1**, shall be due and payable **on or within 45 days of the Commencement Date. Each subsequent annual fee, shall be due and payable on the first day of each Contract Year.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the annual fee the balance for work completed shall be due and payable as set forth in the Amendment and Supplement portion of this contract below.

E. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) Site maintenance of the Pump site during the term of the Contract; (2) disposal of any hazardous waste materials; (3) repair of structural damage due to any other work performed by others at the site, on the Pump, or on associated equipment attached to the Pump ; (4) negligent acts of Owner's employees, agents or contractors; (5) repairs necessary due to the unwarranted delay by a knowing Owner in notifying Company of the malfunction or breakdown of equipment; (6) any cost associated with the containment or management of the test pump water that will be produced during the performance of the Pump; (7) repair or replacement of discharge piping, valves or other components not covered by this agreement unless caused, or required in maintaining/replacing covered items; (8) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Pump and or Motor site which results from unauthorized entry of any kind to the site; and (9) integrity of the Pump or Well site, including but not limited to formation shifts, subsidence, water supply, and earthquakes.

F. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms set forth elsewhere herein. This Contract is subject to termination by the Owner once written notice of intent to terminate is received by the Company ninety (90) days prior. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by an authorized official of the Owner's management and/or Commissioners.

G. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

H.1 Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL

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INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT OF GROSS NEGLIGENCE FOR WHICH THE COMMISSION OR ITS EMPLOYEES ARE HELD TO BE SOLELY AND LEGALLY RESPONSIBLE IN ACCORDANCE WITH NJ TITLE 59.

2. Limitation of Liability. IN NO EVENT SHALL THE OWNER OR THE COMPANY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND/OR EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, TO THE COMMISSION HOWSOEVER CAUSED OR ARISING UNDER THIS CONTRACT.

I. Pursuant to the Public-Private Water Services Contract Act, NJSA 58:26-23, pursuant to P.L.1995, c.101 (C.58:26-19 et al.) this contract addresses the following items and does so say:

- (1) The charges, rates, fees or formulas to be used to determine the charges, rates, or fees to be charged by the public entity for the water supply services remain completely with the Commission pursuant to law and the contractor shall have no role in that determination; and
- (2) The allocation of the risks of financing and constructing planned capital additions or upgrades to existing water supply facilities that are the subject of the contract shall be carried by the contractor insofar as the services performed may exceed the annual fee until captured by the subsequent years fees; and
- (3) The allocation of the risks of operating and maintaining the subject water supply wells, pumps and equipment at an agreed upon performance level shall rest with the company to maintain that performance level; and
- (4) The allocation of the risks associated with circumstances or occurrences beyond the control of the parties to the contract shall remain with the owner insofar as they are incumbent with ownership except as set forth herein; and
- (5) The defaulting and termination of the contract is as set forth elsewhere herein; and
- (6) The employment of current employees of the public entity will be unaffected as the Commission had heretofore contracted out the work and facilities rehabilitation that is included with this contract; and
- (7) The Commission's authority and the extent, or the procedures for the use, of that authority to initiate, negotiate and finalize the terms for a bulk sale of surplus water are unaffected in anyway by this agreement; and

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(8) This agreement requires that the company provide as a condition of contract and prior to each payment proof of the performance bond in force by the private firm to continue the obligations of this contract through the term it is in place and thereafter a two year maintenance bond to secure the obligations under this agreement by the company.

J. Miscellaneous Items.

a. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract.

b. Acknowledged by the parties are the Attached amendment and supplement with attachments as part of the Agreement.

c. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

a. The documents forming this complete agreement shall include:

1. This document of six (6) pages;
2. The Amendment & Supplement to it, with
 - (i) Attachment A thereto;
 - (ii) Attachment B thereto;
 - (iii) Attachment C thereto;
3. The RFP and its terms and conditions as advertised and attached;
4. The USCI proposal in so far as in compliance with all other documents.

In Witness whereof the parties have set their authorized signatures hereto respectively on the dates noted below. The parties hereto by their authorized representatives agree to all the above.

For MPWC

For Contractor: USCI, Inc.

Michael Saraceni
C.O.O. of MPWC

Name (Print) _____

Title: _____

Date: _____

Date: _____

Amendment and Supplement to Agreement with the Merchantville-Pennsauken Water Commission

This document amends and supplements the agreement with USCI for a Well and Pump/Motor Rehabilitation and Maintenance contract with the Merchantville-Pennsauken Water Commission (MPWC) pursuant to New Jersey Water Supply Public-Private Contracting Act, N.J.S.A.58:26-19 et seq. Any language in any document, on any website, subscription plan, or anywhere else notwithstanding, the Parties specifically agrees to the following provisions as superior conditions of contract:

- 1) The parties agree this contract is written and is to be interpreted under New Jersey law without regard to conflicts of laws; that there shall be no presumption against the author as to interpretation of this amendment and they agree to exclusive jurisdiction and venue in the Superior Court of the State of New Jersey, Camden vicinage regarding any disputes; and
- 2) The contract shall commence only upon or after required State Agency approvals. MPWC may upon no less than 90 days written notice terminate this contract, in whole or in part, any other terms herein notwithstanding.
- 3) Agree that the contract may be executed at a separate time and place by each party; and
- 4) Parties agree to adopt and incorporate herein by reference the Mandatory State Required language attached hereto at:
 - a) Attachment A- Non-Discrimination provision;
 - b) Attachment B- Americans with Disabilities Act; and
 - c) Absence of investment in Iran- Attachment C- Certification.
- 5) N.J.A.C. § 17:44-2.2 State Mandated authority to audit contract records. Pursuant to the N.J. Administrative Code, this and all other public entities are required to provide that:
 - a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).
 - b) As of November 15, 2010, all covered entities shall insert the following language in any new contracts: "(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request." and by this reference the parties do so agree.
- 6) All Requirements and conditions included in any RFQ/RFP or bid package issued on behalf of the MPWC are incorporated herein as if set forth at length.
- 7.) Anything to the contrary notwithstanding, the contractor shall have 60 days to correct any failure to perform the maintenance and performance items outlined in the RFP. If the failure to perform is not corrected the Owner may terminate for cause or for failure to perform sufficiently under this agreement and shall under no circumstances require the Owner to pay any further payments until such deficiency is corrected and all required contract work is satisfactorily completed as scheduled.
- 8.) Anything to the contrary notwithstanding, termination by the Owner for cause or for failure to perform sufficiently under this agreement by the Vendor shall under no circumstances require the Owner to pay or be due to pay anything more than the Vendor's actual documented expenses prior to receipt of notice. Those costs incurred shall be paid to vendor according to the agreed annual payment schedule until pre-termination expenses are reimbursed.
- 9) Anything to the contrary notwithstanding, the cost of a annual Performance and Payment Bond shall be included in the Annual price as referenced in the MPWC RFP and, contrary to the separate reference to Bond costs at Page 11 of the Vendor's Proposal, that cost is included in the agreed annual payment.

The parties hereto by their authorized representatives agree to all the above.

For MPWC

For Vendor: USCI, Inc.

Michael Saraceni
C.O.O. of MPWC

Name (Print) _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31
et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:2**

ATTACHMENT B
AMERICANS WITH DISABILITIES ACT
Mandatory Language
Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Attachment C

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION VENDORS/CONTRACTORS/FIRMS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>

Vendors/Contractors/Firms **must** review this list prior to completing the below certification. **Failure to complete the certification and return it with the required contract paperwork will render a contract proposal non-responsive and the contract will be rejected.** If the Director finds a person or entity to be in violation of law, she/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the vendor/contractor/firm listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.**

OR

- ☐ **I am unable to certify as above because the vendor/contractor/firm and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.

You must provide a detailed, accurate and precise description of the activities of the contracting person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing below:

Name of Entity: _____; Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____; Contact Phone: _____

Sign Certification - next page

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

VENDOR/CONTRACTOR/FIRM: _____

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Camden County College is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the College to notify the College in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Camden County College and that the College at its sole option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

Merchantville Pennsauken Water Commission

REQUEST FOR PROPOSALS

For

**MANAGEMENT AND FULL SERVICE MAINTENANCE FOR
WATER WELL, PUMP AND MOTOR ASSET
MANAGEMENT**

August 19, 2016

Merchantville Pennsauken Water Commission

6751 Westfield Ave

Pennsauken Township, NJ 08110

GENERAL INFORMATION

SECTION 1: PURPOSE

In accordance with New Jersey Water Supply Public-Private Contracting Act, N.J.S.A. 58:26-19 et seq., Merchantville Pennsauken Water Commission is soliciting proposals from firms (hereafter "Contractor") to be deemed qualified in this process in order to contract for a long term full service maintenance and water well asset management program and related pump and motor asset management services to assist with maintaining efficient water well production. The professional services are to include, but are not limited to: a custom designed water well rehabilitation and maintenance asset management program, a custom designed continuous active water well, pump and motor ongoing maintenance including guaranteed production levels in Specific Capacity. The program should include services to initially inspect and evaluate the current condition of the well, as well as services to engineer/design a customized plan for: 1) Restoring a condition of "base-Line" production efficiency to the well through an initial rehabilitation; 2) Program for "pro-active", preventative maintenance, with regular treatments and cleanings; and 3) Fixed Payment Plan to spread the costs and flatten the Water Commission's budget for Well Services going forward into the future. The Commission intends to maintain their water wells, pumps and motors using a comprehensive full service asset management program. The Water Commission intends to develop an ongoing collaborative partnership with the professional service provider so as to guarantee production from the wells and continue to maintain the Water Commission's wells, pumps and motors using the best available technology and practices to maximize asset management in terms of cost-effectiveness and dependable production.

SECTION 2: QUALIFICATIONS

Merchantville Pennsauken Water Commission desires to employ a qualifications based selection process and will evaluate each respondent's proposal using the evaluation criteria listed in this RFP to rank each prospective respondent. The highest ranking respondents will

then be interviewed to review and verify their qualifications. After selection of a provider for these professional services the Merchantville Pennsauken Water Commission, New Jersey will negotiate with the professional services provider to finalize the scope of work, fees and specific contractual arrangements. Merchantville Pennsauken Water Commission desires to develop an ongoing collaborative partnership with the professional service provider to continually explore ways to manage the water well, pump and motor assets in the most cost effective manner and manage the risks of maintaining production within their production and distribution system.

SECTION 3: PROPOSAL SUBMITTAL REQUIREMENTS

A. Information provided to the Merchantville Pennsauken Water Commission, New Jersey on qualifications must, at a minimum, include the following:

- 1) An informative narrative report introducing your Company.
- 2) The specialized experience and technical competence of the professional service provider with respect to potable water well rehabilitation and maintenance related to asset management programs, continuous maintenance and cleaning of the wells and maintenance of the pumps and motors associated with providing a guaranteed production level during the contract period. Continuous well maintenance shall include an annual redevelopment program.
- 3) Demonstration of the capacity and capability of the Company to perform and provide the work and services requested and to provide ongoing basic necessary maintenance.
- 4) The professional service provider's past record of performance and experience with respect to ability to meet deadlines, typical response time for service or starting of work, quality of work and quality assurance.
- 5) The proximity and location of the service provider's crews and management.
- 6) References from current and former clients. A list of systems that are currently being maintained by the proposer should be submitted. Include the Name of the system, contact person, telephone number of contact and number of wells in the system under

contract. A minimum of five (5) systems must be submitted as a minimum to be considered. Any Company with less than five (5) existing maintenance programs will not be considered.

Note: Respondents should be advised that the Merchantville Pennsauken Water Commission considers experience to be a fundamental component of the service requested.

7) A statement of qualifications and resume detailing the experience of all individuals responsible for providing service under this contract should be submitted. Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract. Summary resumes of all full time employees dedicated to technical services (engineers and licensed employees) are mandatory.

8) Scope and level of insurance coverage

9) Ability to begin work and implement a complete maintenance asset management program including the process of the ongoing maintenance technology and the production guarantee.

10) A copy of the State Contractors License **MUST BE** included in the response to this RFP.

B. Contract Terms

At minimum the Contract must include all required terms and provisions as set forth in N.J.S.A. 58:26-25 as well as the attached MPWC contract Amendment & Supplement. The Commission will require a Performance bond for the completion of the Program for the life of the contract in accordance with NJSA 58:26-25 (e) (8).

C.

SUBMITTAL INFORMATION

Responses to this RFQ must be submitted
no later than 10:00 am prevailing local time on October 4, 2016 at

**Merchantville Pennsauken Water Commission
6751 Westfield Ave,
Pennsauken Township, NJ. 08110**

clearly marked "Well Maintenance RFP Response" to the "ATTN: Richard Spafford, P.E."

For a copy of this RFP package, more information, questions, clarification or additional documents regarding this RFP please contact Richard Spafford, P.E. at the above address, at rspafford@mpwc.com, or at 856-486-9317.

D. REVISIONS

The public entity may at any time revise the proposal document and each private firm that received a proposal document shall be provided with the revised specifications document.

SECTION 4): "QUALIFICATIONS" SUBMITTAL EVALUATION CRITERIA

All professional service providers' responses to this RFQ will be evaluated and ranked in accordance with the following factors:

<u>FACTORS</u>	<u>Rating (0-10)</u>
1) Includes ALL ten (10) RFP Requirements in Section 3 (mandatory for consideration)	yes / no
2) Overall service provider's qualifications and experience	_____
3) Experience with water well rehabilitation asset management programs	_____
4) Experience with pump and motor asset maintenance requirements and programs	_____
5) Experience with maintenance technology to maintain wells	_____
6) Possess necessary State Licenses and service locations	_____
7) Assignment of competent qualified staff	_____
8) Commitment of sufficient staff and equipment to provide service	_____
9) Ability to meet timetable for completion of work & implementation of service	_____
10) Ability to provide a going maintenance and service guarantees	_____
11) Proximity of staff and ability to provide service in timely manner	_____
12) Ability to help with financial assistance through spreading of cost and/or funding	_____
13) Insurance coverage and limits and statement of indemnification	_____
14) Ability to assist with state regulatory compliance	_____
15) Completeness and detail of information requested.	_____
16) Documented Company Safety Program	_____
17) Ability to provide production Guarantee	_____
Total Points:	_____

WATER WELL ASSET MANAGEMENT PROGRAM REQUIREMENTS AND PRICE

PROGRAM SUMMARY & OBJECTIVES

The Commission's purpose in adopting a fixed cost, comprehensive, well asset management program is to align the interests of Contractor and Municipality with accountability for long term results. The program will focus on maintaining an established production rate, consistent water quality, and lower pumping costs over the life of the well, while extending the useful service life of the well and pump and provide a predictable and reasonable budget for the operation of water wells and related equipment. In the Water Well Asset Management Program Submittal the Contractor will provide an all-inclusive cost per well, per year, to maintain the well and pumping equipment in accordance with important program conditions.

REQUIRED PROGRAM DETAILS

In order to be given full consideration, Well Asset Management Program submittals must include the following program details:

A. Well Asset Inclusion

The Commission may choose to request proposals for additional Wells in future years. The scope of this proposal shall be limited to the 11 Wells and 23 Pumps identified herein. Proposals to provide the Asset Management Program / Maintenance Program Professional Services associated with this RFP must include the following wells:

- Browning Road High Service Pump # 1
- Browning Road High Service Pump # 2
- Browning Road Well # 2
- Haddonfield Booster Pump # 1
- Haddonfield Booster Pump # 2
- Marion Ave High Service Pump # 1
- Marion Ave High Service Pump # 2
- Marion Ave Well # 1

- Marion Ave Well # 2
- National Highway High Service Pump # 1
- National Highway High Service Pump # 2
- National Highway Well # 2
- Park Avenue High Service Pump # 1
- Park Avenue High Service Pump # 2
- Park Avenue Well # 1
- Park Avenue Well # 2
- Park Avenue Well # 3
- Park Avenue Well # 4
- Park Avenue Well # 5
- Woodbine High Service Pump # 1
- Woodbine High Service Pump # 2
- Woodbine Well # 1
- Woodbine Well # 2

A. Maintenance Program Contract Document

Proposal should include a detailed contract document for the well to be included in this R.F.P. The contract must include a detailed fee schedule with a not to exceed inflationary adjustment factor so the MERCHANTVILLE PENNSAUKEN WATER COMMISSION can calculate future maintenance cost for an indefinite time. All future work shall be covered by the annual fee with no extra charges for future work.

B. Term of Program

The specific timeframe for the contract document shall be limited to ten [10] years. However, within the contract document shall be a specific cancellation clause, which indicates procedures that the MERCHANTVILLE PENNSAUKEN WATER COMMISSION may take for cancellation of the contract at its convenience after that first year. **The Company may never**

cancel the contract for any reason other than non-payment by the MERCHANTVILLE PENNSAUKEN WATER COMMISSION. When the contract spreads payment for “initial renovation” services over several years, the contract may require that the balance of those “initial renovation” costs will become due, if the Commission terminates the Well MP agreement prior to that point.”

C. Well Evaluation & Initial Well Rehabilitation

The proposal shall include the details of appropriate work and renovation plan for each of the eleven wells. The final section of this proposal details a minimal schedule of rehabilitation work. The contractor is responsible for returning all eleven wells to a base-line Specific Capacity in year 1 and then maintaining that Specific Capacity to within 80% throughout the maintenance agreement. **It is therefore mandatory that the respondent’s representative visit and evaluate the well with particular regard to the condition of the well.** The initial rehabilitation services will be scheduled around the summer high water demand period. Scheduling will be coordinated through the engineering office of the MPWC.

D. Annual Well Maintenance & Installation of Well Maintenance Equipment

The proposal shall provide for the use of annual well treatments and/or cleanings and performance monitoring/testing to maintain the baseline Specific Capacity of the well. The maintenance system shall enable the contractor to maintain the condition of the well and guaranteed Specific Capacity on an ongoing basis. Ideally, the maintenance system technologies designed into the well maintenance plan approach will be the least intrusive methods available to minimize downtime to the well assets. The proposal shall include all costs and services associated with maintaining the well, including the installation of any equipment associated with the maintenance system technologies chosen.

E. Annual Performance Tests

The program shall perform annual testing on the well and pump at a minimum of 3 flow rates

and measure static water level, amperage, flow and pumping water level. The provider will report annually to the Commission on findings for contract compliance.

F. Future Rehabilitations (at no additional cost)

If the “specific capacity” of a well’s performance falls to less than 80% of the baseline Specific Capacity at the design flow rate, then well rehabilitation shall be provided by the contractor at no additional cost.

G. Pump & Motor (Testing / Maintenance / Repairs / Replacement)

The proposal shall include services associated with providing annual performance testing of pumps and motors. The proposal shall include services associated with repairing and/or replacing of the pumps and motors for the duration of the maintenance agreement at no additional cost.

H. Emergency Call-out Services

The proposal shall include emergency Call-out services for all covered items related to the program services at no additional cost.

I. Prevailing Wages

All well work detailed in this RFP is subject to prevailing wage requirements of the laws of the State of New Jersey. The Commission requires that all contractors include the cost of paying prevailing wages in their proposals.

J. Annual Fees / Payments

A central premise of the desired maintenance program is to flatten the long-term budget for well maintenance and provide “not-to-exceed” pricing. The proposal shall detail the annual fees for supplying the professional services of the water well asset management program. The proposal will include all costs associated with warranting the baseline Specific Capacity of the well for the

duration of the agreement. The spread of payments needs to include both the costs for initial rehabilitation and future maintenance and all equipment, parts and supplies of the well in accordance with the schedule of work contained herein. The proposal needs to provide a chart showing fixed costs for the first 10 years and a means to calculate future payments that factors periodic adjustments for inflation.

J1. Spreading the costs of “Initial Rehabilitation”

The Commission is requesting that the Provider spread payment for “initial renovation” services evenly over the next ten years. In the event that the Commission terminates the contract prior to the tenth year, the contract shall indicate how much is still owed on the initial renovation services at that point. Respondent Proposals shall include an “investment recovery chart” detailing this information.

K. Inflation Adjustment

In an effort to keep the long-term pricing of the program reasonable and fair to all parties, the Contractor shall provide a formulaic approach for inflation adjustments to future annual payments.

L. Insurance

Each proposer shall submit a detailed insurance certificate. This insurance certificate should detail all levels of insurance that may be required by the MERCHANTVILLE PENNSAUKEN WATER COMMISSION to accept a contractual obligation which shall be at a minimum provided by an insurance company which carries an AM Best rating of A- or better. In addition, all Companies shall provide a detailed certificate which indicates they carry Pollution Liability Insurance in the amount of no less than \$10,000,000 of coverage as well as Professional Liability insurance of no less than \$2,000,000 and cover damages from the errors or omissions in the performance of professional engineering duties. Said pollution liability insurance must not be job specific but “blanket” coverage. A sample copy of this insurance certificate **must be**

attached to the last page of this RFP. The MERCHANTVILLE PENNSAUKEN WATER COMMISSION must be named as additional insured on certificate to be provided prior to start of work.

End – Except see Amendment/Supplement and its Attachments.

PRICING PAGE:

Please fill out complete annual fees for each asset below.

Year 1 Fee			
Well Name/ #	Annual Fee	Well Name/ #	Annual Fee
Browning Rd HS Pump 1		Park Avenue HS Pump 1	
Browning Rd HS Pump 2		Park Avenue HS Pump 2	
Browning Road Well #2		Park Avenue Well #1	
Haddonfield Booster Pump 1		Park Avenue Well #2	
Haddonfield Booster Pump 2		Park Avenue Well #3	
Marion Ave Clear Well HS Pump 1		Park Avenue Well #4	
Marion Ave Clear Well HS Pump 2		Park Avenue Well #5	
Marion Ave Well #1		Woodbine HS #1	
Marion Ave Well #2		Woodbine HS #2	
National Hwy Clear Well HS 1		Woodbine Well #1	
National Hwy Clear Well HS 2		Woodbine Well #2	
National Highway Well #2			

Example of “Investment Recovery Schedule”

[illegible]



REQUEST FOR PROPOSALS

PROPOSAL FOR FULL SERVICE MAINTENANCE PROGRAM
FOR WATER WELLS, PUMPS & MOTORS

MERCHANTVILLE PENNSAUKEN WATER COMMISSION

 **SUEZ** WATER ADVANCED SOLUTIONS



EXECUTIVE SUMMARY

As the largest provider of maintenance programs to the potable water industry in the United States, SUEZ Water Advanced Solutions provides valuable services and programs to assist in the suitable management of assets. Our goal is to provide the highest value services possible to allow Merchantville Pennsauken Water Commission to intelligently invest capital and operating funds for the maximum benefit to its fixed distribution assets.

We are pleased to provide the following proposal for a Full Service Well Asset Management Program on your eleven (11) wells and twelve (12) high service and booster pumps. Wells: Browning Road #2, Marion #1 and #2, National Highway #2, Park Ave #1, #2, #3, #4 and #5, Woodbine #1 and #2; High Service Pumps for Browning #1 and #2, Haddonfield #1 and #2 Booster, Marion Ave #1 and #2 High Service, National Highway #1 and #2, High Service, Park Ave #1 and #2 High Service, Woodbine #1 and #2 High service.

Along with our asset maintenance program, SUEZ and our team of experts have the capability to address any situation regarding well repairs, rehabilitation, inspections and emergency services. With service centers located throughout the country to provide dependable and efficient responses to our valued customers, our local presence and highly qualified crews deliver quality results expected by our customers.

Our background and experience allows us to comfortably accept the risks associated with the ongoing upkeep of water wells, pumps and motors.

BENEFITS OF WORKING WITH SUEZ

- One point of contact
- Qualified sub-contractors
- A fixed price based on a predetermined scope of work
- No change orders on the agreed upon scope of work
- Maintenance plan designed based on operational needs

SUEZ protects over 8,000 assets nationally with full service maintenance and asset management programs. These ongoing programs are based on long-term partnerships with our customers with a consultative philosophy to solving problems.

The traditional approach to well rehabilitation and maintenance has been "run to failure", meaning wells are normally operated until the production rate has declined to an unacceptable level, the well begins pumping sand, or water quality issues become significant enough that they can no longer be tolerated from a customer complaint or regulatory compliance perspective. Properly designed water well asset management programs offer a more sustainable alternative to this traditional operational approach.

An effective well asset management program maintains an established production rate, consistent water quality and overall lower pumping costs over the life of the well, while extending the useful service life of the well and pump (significantly in most cases). The primary goal of this program is to maintain the well's surfaces with annual treatments/cleaning.

The USCI program is custom designed to employ the optimal rehabilitation technology to restore wells to, as near as possible, the original design criteria based upon a comprehensive condition assessment, which USCI has completed. Based on the specific characteristics of the well, USCI provides time-based, periodic preventive maintenance cleanings utilizing the Patented Aqua Gard CO2 injection, a unique proven and patented technology that is performed without removing the pump, thereby reducing the overall cost of maintenance.

USCI offers an asset management program with a fixed rate annual fee that transfers risk of future rehabilitation or maintenance of the wells, pumps and motors to USCI. USCI plans to conduct the rehabilitation and installation of the maintenance tooling on all eleven wells along with necessary pump rebuild or replacement on all high service and booster pumps during the first contract year. The performance and service coverage begins on day one for all wells, pumps and motors under this contract.

The program benefits include:

1. Initial rehabilitation and installation of maintenance equipment.
 - a. All 11 wells and 12 HS and Booster pumps in Year 1, with all wells maintained after initial rehabilitation completion.
2. Repair or replacement of pumps and motors as needed.
3. Future rehabilitations at no additional cost.
4. Annual maintenance cleaning of all wells.
5. Annual performance test and report on all wells, pumps and motors.
6. Emergency Call-out services as needed for covered items at no additional cost.

The repair and/or replacement of the pumps and motors are included in the program as they are an integral piece of the well's operation. Annual well treatments and performance monitoring testing are included to confirm well and pump status and ensure

the wells asset management program is performing as designed.

Future well rehabilitations are also included as part of the asset management program, although future rehabilitation is not normally required when the well surfaces are maintained.

SUEZ has assessed the condition of the eleven wells in the Merchantville Pennsauken Water Commission request and designed a customized program to maintain the wells in baseline condition of compliance and ensure the wells are compliant with OSHA, EPA and AWWA specifications. Under this agreement, Merchantville Pennsauken Water Commission retains ownership of the wells, while spreading the continuous costs of ownership in a sustainable, fixed and cost effective manner, transferring maintenance risks to SUEZ.

This proposal outlines the water well, pump and motor maintenance program designed for the Merchantville Pennsauken Water Commission in Pennsauken Township, New Jersey. It provides an overview of our qualifications and experience, advanced technological capabilities, the vast resources and expertise we provide, and commitment to our customers.





COMPANY PROFILE

SUEZ is focused on providing sustainable asset management, water conservation, and water quality services and solutions to the U.S. water industry. Since 1963, our team has provided a full range of potable water system maintenance services. Our services are unique and provide value for our customers. In 1985, our company extended the services offered to our customers by initiating an option to permit the tank owner to transfer all future risks of ownership (repair, rehabilitation, maintenance) to us with our revolutionary asset maintenance program.

In 2008, Utility Service Company Inc. was acquired by SUEZ Environment, making available to our team additional global solutions, technologies, information systems and approaches to the challenges facing U.S. water and wastewater utilities. Leveraging the knowledge and lessons learned from SUEZ and our sister companies around the world allows us to offer even greater innovative solutions. As part of our mission to address critical water resource challenges facing the planet, we deliver advanced service solutions to minimize capital and operational expenses, improve system operations and performance, extend the useful life of utility assets, and improve water quality.

Our background and experience enables us to accept the project risks associated with water well repairs and maintenance. We protect over 8,000 assets nationwide with our full service maintenance and asset management program. Other benefits include one point of contact, qualified sub-contractors, a fixed price based on a predetermined scope of work, no change orders on the agreed upon scope of work, and

a plan designed around operational needs.

SUEZ will collaborate with Merchantville Pennsauken Water Commission plant operators and utility managers to execute the needed inspections and repairs. Phases are designed to keep systems fully operational and in full compliance with regulations. The maintenance process centers on collaboration, where Merchantville Pennsauken and SUEZ team together to develop and deliver the project. Our comprehensive model allows the transfer of risk and accountability to SUEZ to successfully repair and maintain wells, pumps and motors with a plan allowing Merchantville Pennsauken to plan and budget effectively.





CAPABILITIES & TECHNOLOGY

Asset Maintenance Resources

SUEZ employs over 500 individuals dedicated to managing and maintaining water system assets. Collaborative teams include highly qualified experts in engineering, project management and technology development.

Quality

All work will be completed in adherence with the State of New Jersey rules and regulations pertaining to potable water well systems and assets.

It is our intention to provide our customers with the most up-to-date information and direction to meet these ever changing environmental regulations. Our staff of in-house experts advise our field sales organization and customers of changing regulations.

SUEZ People Are Trained For Safety

We work in a dangerous environment and recognize safety is critical to our success and to the well-being of our employees. For these reasons the SUEZ safety program is top priority for our management team. Rob Weaver, Safety Manager, leads our program, and we engage The Lovelace Group for consulting and to assist in the comprehensive annual OSHA training program. Rob Weaver's experience spans 20+ years with five years in tank building and tank painting and over 15 years in safety and fall protection including international assignments. Chris Lovelace, renowned in the industry, possesses world class qualifications.

All employees within the SUEZ company and our affiliated subcontractor network working on wells, pumps and motors while performing their duties are

required to attend the forty hour annual training and to pass thorough examinations on the following topics:

- Confined Space
- CPR Techniques
- Electrical Safety
- Fall Protection
- First Aid
- Flammable Liquids
- Hazard Communication
- Lead Exposure
- Noise Protection
- Radio Frequency Safety
- Respiratory Protection
- Working over Water
- Toxic Metal Health Hazards
- Vehicle Safety

The SUEZ Safety Program is a 681-page printed document. A digital copy is provided for use in evaluating the program, a printed copy can be provided upon request.

Customer Service

Four full time customer service representatives work with customers to ensure full and complete satisfaction for tank owners. Our customer service representatives are assigned territories on a geographic basis to provide optimum support in each region and become "customer aware" of issues in these areas. They proactively provide periodic fiscal information to assist customer budgeting efforts and personalized reports of our rehabilitations and maintenance activities.

Project Management

Our field services Project Managers plan, monitor and control the course and development of work on wells, pumps and motors to ensure proper support. Most managers have excess of twenty years experience in

water well drilling and maintenance at the project management level. These project managers and staff run multiple jobs concurrently throughout the year. Responsibilities include ordering supplies for the crews, scheduling deliveries to the jobs, managing crew schedules and updating project schedules and timelines within the Oracle data management computer system.

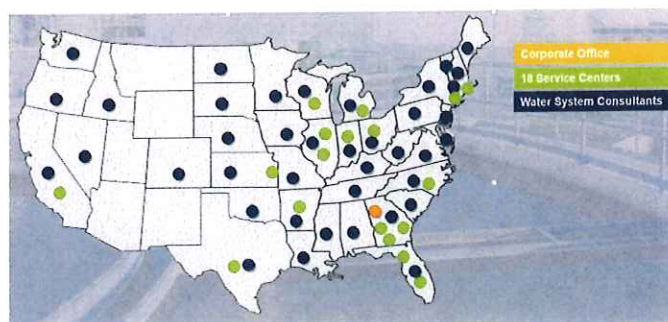
Sales

All representatives are trained to assist with customer needs and to communicate any and all issues associated with the project and customer needs. Our sales representatives are unmatched in their experience and knowledge in the industry. We also lead our industry in the total number of sales representatives serving the potable water industry. Additionally, our sales representatives live in their respective territories and possess a quick response capability to each and every customer.

Field Service Centers

Field service for this project will be managed by the SUEZ group provided above and will be supported by personnel specializing in well rehabilitation and pump and motor maintenance. Subsurface Technologies Inc. (STI) will assist in the field services providing technology and field crews in association with the SUEZ teams.

The primary field location supporting the work for this program is in Rock Tavern, New York, 12575. John Aufderheide is the Senior Project Manager associated with this project. John's telephone number is (317) 408-0651.



Engineering

The SUEZ Engineering Department, under the direction of Jason Saylor, provides technical oversight and management of tasks associated with the tank maintenance. The SUEZ Engineering staff has over 30 years of combined experience in the evaluation and maintenance of water storage assets and treatment facilities. In addition, the staff assists in the development of technical specifications, project permitting and regulatory compliance.

SUEZ ENGINEERING DEPARTMENT	
<i>Individual and Education</i>	<i>Position</i>
Jason Saylor, PE (#80320) BS Civil Engineering, Penn State University	Director of Engineering
Donnell Duncan, PE, SE (#80576) BSCE Georgia Tech, MSCE Georgia Tech	Professional Structural Engineer
Petar Kovacevic BS Civil Engineering Technology, Southern Polytechnic State University	Staff Project Engineer

Wells Team

The SUEZ water wells team and contracted partners at Subsurface Technologies, Inc. are highly experienced in the rehabilitation and maintenance of wells, pumps and motors, and experts in the water wells industry. The following resumes provides further details about the team's experience, background, education and industry expertise.

A copy of the Subsurface Technologies, Inc. contractors license for the state of New Jersey can be found on page 20 of this document. The firm is in good standing and a copy of the 2016 license will be provided when issued by the state.

WATER WELLS TEAM	
<i>Individual and Company</i>	<i>Position</i>
Stephen Siegfried SUEZ Water Advanced Solutions	Vice President of Water Quality
Walter Reece Jr. SUEZ Water Advanced Solutions	Director of Water Well Services
John F. Aufderheide Subsurface Technologies, Inc.	Project Manager
Joseph J. Orlando Subsurface Technologies, Inc.	Geologist

Stephen K. Siegfried

Vice President of Water Quality

Areas of Specialization

- Water System Ops
- Proj. Management CapEx
- Technical Implementation
- Financial Management

Education

Masters Engineering Geology Program, Drexel University, Philadelphia, Pennsylvania
Graduate Engineering courses in: Fluid Mechanics, Hydrology, Hydrogeology, and Geomechanics

BA, Geology, The George Washington University, Washington, DC

Certifications

- Pennsylvania Professional Geologist PG - 001230 - G
- Class 4 Water Treatment Certification (PA, CT, NH and MA formerly held)
- Class 4 Water Distribution Certification (CT and NH formerly held)
- Rate School training by National Association of Regulatory Utility Commissioners
- American Water Works Management Training, Blacksburg, Virginia
- American Water Works Association member since 1991

Years of Experience

30

Public Water System Operations Professional with 30 years of progressive management and executive responsibility. Demonstrated leadership capabilities in operations, technical implementation, project management, financial management, budgeting and operating within the defined budget. Producing successful, continuous improvement and operational efficiency using industry-specific benchmarks and metrics.

Utility Service Company, Inc. | Atlanta, GA

2014 - Present

Role: Vice President of Water Quality Business Line

Manage and provide executive leadership for 6 business lines including: Filter Maintenance, Trihalomethane Removal Systems, Ice Pigging, PAX Mixer exclusive distribution in the eastern US, Well Rehabilitation and Cellular Communication Site Management.

Veolia Water North America | Indianapolis, IN

2009 - 2014

Role: Director of Business Development - Florida

Providing leadership and support for the company's Peer Performance Solutions (PPS) project approach. Recent work has involved leading PPS development efforts for large-scale water operations for cities such as St. Louis, MO; Washington, DC; and Buffalo, NY

Veolia Water North America - Northeast, LLC | Brockton, MA

2006 - 2009

Role: Area Manager

Provided Business Development leadership and support for procurement of O&M contracts to operate investor-owned and municipal water and wastewater utilities. Managed and directed the due diligence effort, participated in price model development and testing, assisted in contract negotiations. Key figure participation in complicated transaction for proposed transition from investor-owned public utility to municipal ownership with a long-term contract operation.

American Water Services | Voorhees, NJ

2003 - 2006

Role: Director of Contract Operations Northeast Region

Project Management of multiple Operation and Maintenance (O&M) Contracts in the Northeast United States. Project scope and services included water/wastewater treatment plants, water distribution and wastewater collection systems, metering, billing and revenue collection.

Torrington Water Company | Torrington, CT

1999 - 2003

Role: Vice President, Operations

8,600 customers; conventional 5.2 MGD water treatment plant; 4 reservoirs with 1220 mg capacity located on 5,500 acres of company owned water shed land, 130 miles of water main, \$ 5.5 million annual revenue. Managed watersheds, reservoirs and dams, treatment distribution and metering.

North Penn Water Authority | Lansdale, PA

1994 - 1999

Role: Operations Manager

23,000 customers; 8.5 million gallons of water per day from 78 wells and a 20 MGD water plant; 370 miles of water main in 100 sm. service area; installed with authority staff approx. 45,000 feet of main and 800-1000 new service taps annually. supply.

Walter "Ray" Reece Jr. BSBM-BSBA

Director, Water Well Services

Education

- BSBM-BSBA, Finance Minor, University of Phoenix. year 1986

Areas of Specialization

- Water Well Design, Maintenance, Rehabilitation, Construction and Treatment System Design
- Drilling Technologies of Air, Mud Rotary, Reverse Circulation, Sonic Core Drilling and Well Screen Selection/Application
- Well Pump Design and Application including Submersible, Vertical Turbine Oil Lube and Water Lube Pumps and Motor Control Centers
- Variable Frequency Design and Application for Energy Savings and Well Dynamics Management.

Associations

- Member of Society of Mining, Metallurgy & Engineering (SME)
- Member Cal-NV AWWA
- Co-Chair Cal-NAV Water well technology group 1992-1996
- Member AWWA
- Member Geological Society of Nevada
- Member American Society of Civil Engineers
- Member Groundwater Resources Association of California

Publications

- Published in "Mining and Exploration" On the topic of Sonic Drilling Technologies and service for the investigation of ore reserves on leach pads.
- AWWA – OPFLOW – Topic on Water Well Maintenance

Combined 39 years of experience managing businesses servicing pump manufacturing, well drilling, coring, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management with a Finance focus. Identified, developed and negotiated contracts with private, public and governmental business to safely and successfully provide drilling, construction and maintenance services to a variety of applications. Devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, NRWA, AWWA and the California Nevada American Water Works Association (Cal-NV AWWA).

Experience

Layne & Bowler Pumps, City of Industry, CA. Lubbock TX, Rancho Cucamonga, CA. – 1977 - 1991. File bench worker, Machinist, Pump assembler, Shop scheduler, Production Control Manager, Branch Manager (Lubbock, TX), Branch Manager, Cucamonga, Ca.

Layne Western, Chino Ca. 1991 – 1995 - Sales Engineer

Layne Western, Woodland, CA. 1995-1999 – District Manager Northern CA and Western NV.

Layne Christensen 1999 - 2001 – Layne Integrated Groundwater Services (IGS) Western Region Manager

Reece Consulting Services (RCS) 2001 – 2004 – Owner, under Contract with multiple customers for management of water resources and wastewater discharge permits throughout the U.S.

Prosonic Drilling 2004 - 2006 Western Regional Manager

Boart Longyear 2006 - 2012 - Western Region Manager of Prosonic/Boart Longyear after acquisition of Prosonic by Boart Longyear.

Utility Service Company, Inc. (USCI) 2013 - Current – Director of Water Well Services

John F. Aufderheide

Subsurface Technologies, Inc.

Education

- Purdue University, Electrical Engineering
- IUPUI, Electrical Engineering Technology & Architectural Design

Certifications

- NGWA Contractor Certification

Memberships and Licenses

Indiana Ground Water Association

- Positions Held - President, Vice President, Secretary, Treasure, Committee Chairman
- Presently serving as a director

- National Ground Water Association
- Indiana Well Driller /Pump License
- Class A CDL

Experience

President of Dean Well Drilling, Inc. (over twenty-five years)

Entrepreneur

- Managed business, sales, managed/developed quotes, managed large client data base, marketing, advertising, human resources, budget control, sales presentations
- Managed projects for well field expansions for municipalities
- Managed well abandonment projects for water main extensions for Indianapolis Water Company

Company

- Experience purchasing/selling/servicing job specific products
- Consultant for Laibe Corporation/Versa Drill familiarizing the military and other customers with drilling techniques on specified equipment
- Orchestrated drilling seminars to demonstrate different drilling and grouting techniques for Indiana licensed drillers
- Excellent problem solving, negotiation skills and selling
- Experience managing sales with a broad range of product offerings
- Experience working with customers in defining product needs
- Experience dealing with government and government agencies
- Proficient reading graphs/blueprints
- Creative; finding alternate solutions to customer needs
- Strong project and time management skills
- Attended/familiar with safety classes related to applicable OSHA guidelines

Liaison to Federal, State and local lawmakers for the IGWA and NGWA

- Testified at legislative hearings and lobbied for licensing well drillers and pump installers and grouting laws
- Chaired licensing and specification committee for many years
- Attended numerous manufacturers' industry association schools on pumps, motors, drilling techniques, electrical control systems, and constant pressure systems. (Franklin Electric, Grundfos, Starite, Goulds, Flexcon, Amtrol, Baroid schools)

Joseph J. Orlando

Subsurface Technologies, Inc.

Education

- Pennsylvania State University, M.S. in Geosciences, 2014
- Colorado State University, B. S. in Geology, 2010

Publications

Orlando, J., Comas, X., Hynek, S., Buss, H., Brantley, S. (2016) Architecture of the deep critical zone in the Rio Icacos watershed (Luquillo Critical Zone Observatory, Puerto Rico) inferred from drilling and ground penetrating radar. *Earth Surface Processes and Landforms*. DOI: 10.1002/esp.3948.

• Orlando, J., Hynek, S., Comas, X., Buss, H., Brantley, S. (2013) Drilling and GPR in the Rio Icacos watershed of the Luquillo CZO, Puerto Rico: Weathering processes and architecture of the deep critical zone. *The Geological Society of America National Meeting*, Denver, CO.

• Orlando, J., Comas, X., Buss, H., Mount, G., Brantley, S.L. (2012) Probing the architecture of the weathering zone in a tropical system in the Rio Icacos watershed (Puerto Rico) with drilling and

Experience

2014-Present Subsurface Technologies Inc. Rock Tavern, NY
Geologist:

- Served as project manager during many well rehabilitation projects
- Provide scientific guidance to co-workers regarding maintenance and rehabilitation of residential, municipal, and environmental groundwater wells in differing lithologies
- Perform proprietary CO2 injections
- Evaluate effectiveness of CO2 treatments by performing before- and after-pumping tests and video logs. When appropriate, perform longer tests to assess aquifer characteristics
- Gather aquifer test data to model transmissivity and storativity of aquifers
- Communicate with customers (mostly engineers and hydrologists at municipal water companies) as a point of contact for scientific questions as well as for recommendations for future maintenance of wells
- Prepare formal technical reports for customers on results of well rehabilitations
- Operate and maintain sensors (pH meters and pressure transducers) and Hach Test kits
- HAZWOPER 40-hour certification

Coordinate Drilling and GPR Operations Luquillo, Puerto Rico

- Oversaw 2 separate drilling projects in quartz diorite bedrock in El Yunque National Rain Forest, resulting in 4 separate boreholes extending up to 42 m depth
- Interviewed three drilling companies to select best choice for the operation
- Communicated with USGS and USFS for acquiring permits in El Yunque
- Prior to drilling, performed Ground Penetrating Radar (GPR) surveys at drilling locations
- Oversaw and logged drilling operations
- For second drilling operation, interviewed and enlisted a drilling supervisor from Drilling Observation and Sampling of the Earth's Continental Crust (DOSECC) to assist with core recovery of difficult material
- Installed wells to sample water under natural conditions and equipment for monitoring water levels and temperature in drilled boreholes



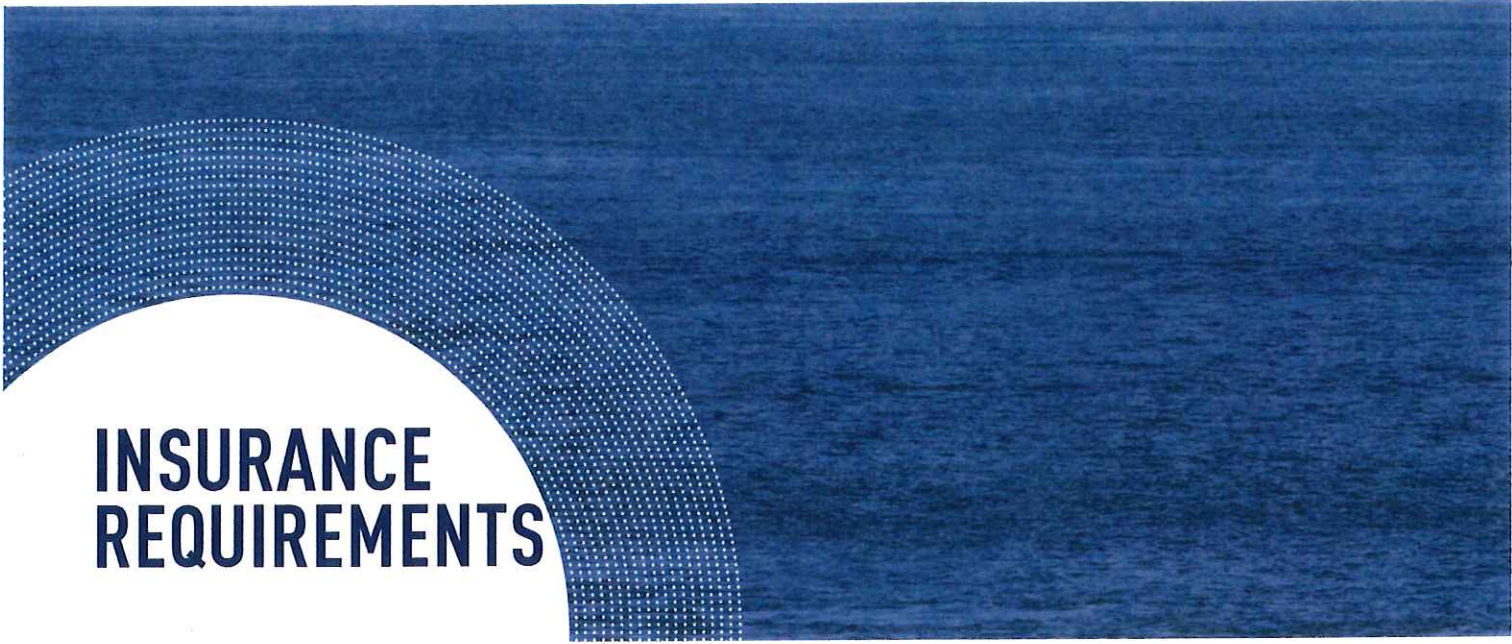
CUSTOMER REFERENCES

SUEZ Water Advanced Solutions Wells Asset Management Customers

Mike Hutto Water Utility Manager City of Eudora, KS Contact: (785)-542-3100 Number of wells: 5	Don Koci, L.G. Superintendent of Water Treatment Systems City of Hutchinson, KS Contact: 620-694-1765 Number of wells: 1
Steve Settlemaier Water Utility Manager Jefferson County Water Authority Festus, MO. Contact: (636) 933-0106 (636) 208-3270 Number of wells: 1 collector well	Eric Witt City Engineer City of Brookings, SD Contact: (605) 697-8410 (605) 691-3334 Number of wells: 10
Ryan Carver Village of Benton, WI Contact: (608) 759-3030 (608) 732-7507 Number of wells: 2	Eddie Sheppard Public Works Coordinator Shawano, WI Municipal Utilities Contact: (715) 526-3512 (715) 760-5455 Number of wells: 5
Terry Weyer Water Utility Superintendent City of Loyal, WI. Contact: (715) 937-1266 Number of wells: 2	Jeff Jeanguenat Utilities Production Engineer Ascend Performance Materials Pensacola, FL Contact: (850) 965-7812 (850) 384-3123 Number of wells: 7

Subsurface Technologies, Inc. Reference Projects

New Jersey American Water Don Geddes (856)-797-6141 Project details: 13 well rehabilitations, 4 Aqua Gard installations; 5 additional rehabilitations in progress with Aqua Gard installations	Iredell Water Company Keith Snoody 704-876-0672 Project details: 22 well rehabilitations and 22 Aqua Gard installations
Middlesex Water Company Jack Lihvarcik 732-638-7659 Project details: 8 well rehabilitations, 2 Aqua Gard installations	Poweshiek Water Association Matt Tapken 614-484-3234 Project details: 21 well rehabilitations and 21 Aqua Gard installations
Aqua America Bill Gordon (610)-513-9376	Project details: North Carolina: 5 wells New Jersey: 3 wells Pennsylvania: 21 wells Ohio: 2 wells Virginia: 2 wells



INSURANCE REQUIREMENTS

The magnitude and scope of major renovation projects, as well as the number of crews and staff, requires the need for considerable insurance resources. SUEZ utilizes one of the most reputable names in the industry – Marsh USA Inc. Notably, our unmatched pollution liability coverage is \$10,000,000, an unprecedented sum for the industry.

Per the requirements, coverage in the amount of:

- SUEZ carries pollution liability coverage in the amount of \$10,000,000, as required in the RFP documents.
- Contractors Professional Liability in the amount of \$2,000,000

A sample copy of our insurance certificate can be found on page 21 of this document.

SUEZ INSURANCE AGENT

Attn: Ms. Lindsay Eiler
Marsh USA, Inc.
P. O. Box 1966, 44 Whippany Road
Morristown, New Jersey 07962
(973) 401-5209

SUEZ POLLUTIONS LIABILITY AND PROFESSIONAL LIABILITY

Attn: Mr. Larry Roland
Senn, Dunn, Marsh and Roland, LLC
P. O. Box 9375
Greensboro, North Carolina 27429 – 0375
(336) 272-7161



SCHEDULE OF WORK & PRICING

SUEZ Water System Consultant Joe Jasinski conducted site visits and condition assessments of each of the wells, pumps and motors requested for the project. The purpose of site visits and inspections is to determine the condition of assets and evaluate for compliance with current guidelines, safety & security regulations and guidelines in accordance AWWA, OSHA and EPA standards.

This information was provided to the SUEZ pricing department to determine the best methods of maintaining these wells. The following are descriptions of the services, work and inspections that will be performed to maintain the Merchantville Pennsauken Water Commission wells.

Regular and Systematic Maintenance

A critical element to a successful maintenance is time based maintenance that follows the initial renovation of the wells, pumps and motors. The Merchantville Pennsauken Water Commission wells will receive annual maintenance cleanings as provided in our proposal and the pumps and motors for all the assets will be inspected annually. SUEZ will perform the necessary maintenance as specified in the Scope of Work contract. Repairs are performed in a timely manner. Renovations are scheduled for the most beneficial for our customers and to reduce the risk of premature failure.

Emergency Services Without Additional Cost

Regular inspections and repairs prolong the life of wells, pumps and motors and keep the system operating efficiently, but occasionally wells require emergency services which our maintenance customers receive without charge. Our service center's and dedicated subcontractors are staffed with experienced service crews to handle emergency repairs on an ongoing basis and ensure your assets are protected.

Annual Activity Reports

Annual reports are provided each year after any maintenance event or pump test inspection and/or repairs. Reports include documentation of any work completed during service. The annual inspection report also includes the needs for immediate repairs or other preventative maintenance work and the performance testing information obtained from the pump testing.



Scope of Work

Our water well asset management program includes the following field services to be performed on each well based on the submitted schedule:

- (1) Pre-Rehabilitation Pump Test that includes the installation and use of a calibrated discharge pipe, manometer and orifice system to determine the pre-rehabilitation performance of the well and pump.
- (2) Remove Pumping Equipment using adequate pump removal rig and crew.
 - a. Inspect, repair and/or replace the pump.
- (3) Video Inspection of the well.
- (4) Pre-treatment using mechanical tools.
- (5) Application of rehabilitation technology prescribed from the condition assessment on each well.
- (6) Re-Development of the well using down-hole airlift/pump double disk swabs built specifically for this type of work.

(7) Post Development Video Inspection to confirm cleaning results.

(8) Install pumping equipment with Aqua Gard™.

(9) Post Rehabilitation Pump Test to confirm performance conditions post rehabilitation.

(10) Final Report, including all results, findings and performance factors is generated and provided to the customer.

Once the Aqua Gard system is installed in item 8 above, USCI will provide annual cleanings on each well and performance tests using the following steps:

- (11) Pre-Aqua Gard Pump Test to determine the pre-maintenance performance of the well and pump.
- (12) Aqua Gard™ maintenance cleaning application using CO₂.
- (13) Post application operation of the pump to clean the well until satisfactory water is being produced, followed by a Post Application Pump Test and report.



[illegible]

Pricing and Terms

The proposed cost for the program has an annual rate as provided in the chart below, which includes costs for prevailing wages. In addition, we have not included any cost associated with the containment or management of the development water or test pump water that will be produced during the redevelopment of the well as this function is generally site specific and has not been evaluated to date for this site.

Year 1 Fee Schedule			
Well Name/ #	Annual Fee	Well Name/ #	Annual Fee
Browning Rd HS Pump 1	\$3,000	Park Avenue HS Pump 1	\$6,300
Browning Rd HS Pump 2	\$3,000	Park Avenue HS Pump 2	\$6,500
Browning Road Well #2	\$14,000	Park Avenue Well #1	\$14,000
Haddonfield Booster Pump 1	\$3,000	Park Avenue Well #2	\$14,000
Haddonfield Booster Pump 2	\$2,700	Park Avenue Well #3	\$14,000
Marion Ave Clear Well HS Pump 1	\$3,400	Park Avenue Well #4	\$14,000
Marion Ave Clear Well HS Pump 2	\$3,440	Park Avenue Well #5	\$14,000
Marion Ave #1	\$14,000	Woodbine HS #1	\$3,000
Marion Ave #2	\$14,000	Woodbine HS #2	\$3,000
National Hwy Clear Well HS 1	\$3,000	Woodbine Well #1	\$14,000
National Hwy Clear Well HS 2	\$3,000	Woodbine Well #2	\$14,000
National Highway Well #2	\$14,000		

Performance bonds are available upon negotiation of the contract agreement for the completion of the program for the life of the contract. Anticipated annual cost of performance bonds to the customer is \$12,000 annually. SUEZ Environment Company has a gross revenue of \$17 billion dollars in order to support payment and performance of SUEZ Water Advanced Solutions.

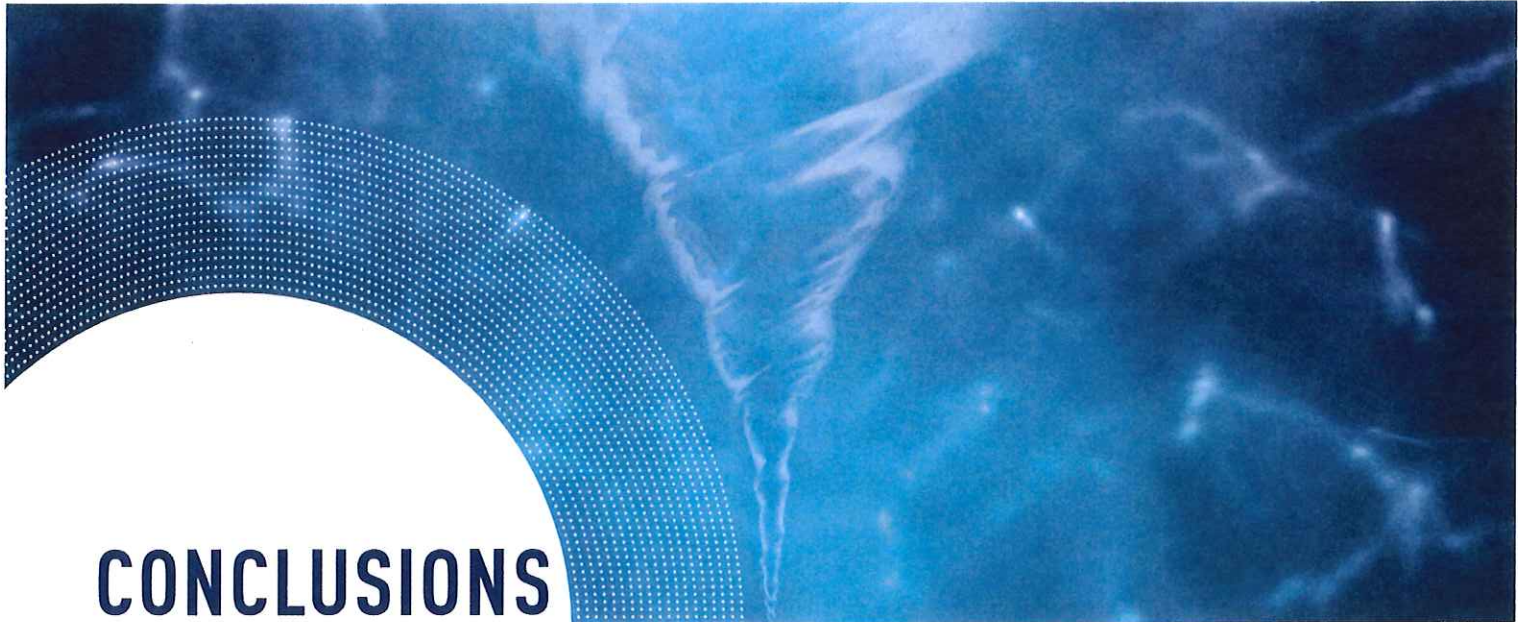
Inflation adjustments with a maximum of 5 percent per year will begin in Year 4 and continue through the duration of the program. Furthermore, if the Owner elects to terminate the contract on any well prior to remitting the first ten (10) annual fees, the unpaid balance for work completed as provided on the following page, which will also serve as an attachment for our contract documents, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

The detailed maintenance program contract document can be provided upon award acceptance or is available upon request prior to award.

Merchantville Pennsauken Water
Schedule of Unpaid Balance for Work Completed Upon Termination

Well Name/ #	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Browning Rd HS Pump 1	\$13,724	\$12,839	\$11,955	\$11,071	\$10,081	\$8,981	\$7,768	\$6,438	\$4,987	\$3,409
Browning Rd HS Pump 2	\$17,358	\$16,972	\$16,586	\$16,199	\$15,707	\$15,106	\$14,391	\$13,559	\$12,605	\$11,526
Browning Road #2	\$42,138	\$38,783	\$35,428	\$32,072	\$28,223	\$23,864	\$18,975	\$13,539	\$7,536	\$946
Haddonfield Booster Pump 1	\$13,541	\$12,731	\$11,921	\$11,111	\$10,195	\$9,170	\$8,031	\$6,775	\$5,398	\$3,894
Haddonfield Booster Pump 2	\$12,037	\$11,283	\$10,530	\$9,776	\$8,928	\$7,981	\$6,932	\$5,777	\$4,513	\$3,136
Marion Ave Clear Well HS Pump 1	\$15,678	\$14,639	\$13,600	\$12,561	\$11,402	\$10,118	\$8,707	\$7,162	\$5,480	\$3,655
Marion Ave Clear Well HS Pump 2	\$15,935	\$14,895	\$13,854	\$12,814	\$11,652	\$10,365	\$8,947	\$7,396	\$5,705	\$3,869
Marion Ave #1	\$53,468	\$50,862	\$48,256	\$45,650	\$42,551	\$38,940	\$34,801	\$30,114	\$24,860	\$19,020
Marion Ave #2	\$52,934	\$50,228	\$47,522	\$44,817	\$41,618	\$37,908	\$33,669	\$28,882	\$23,529	\$17,589
National Hwy Clear Well HS 1	\$13,858	\$12,988	\$12,118	\$11,248	\$10,272	\$9,186	\$7,988	\$6,672	\$5,234	\$3,670
National Hwy Clear Well HS 2	\$13,001	\$12,156	\$11,311	\$10,465	\$9,514	\$8,454	\$7,280	\$5,989	\$4,576	\$3,038
National Highway Well #2	\$48,063	\$45,125	\$42,188	\$39,251	\$35,820	\$31,878	\$27,407	\$22,389	\$16,804	\$10,633
Park Avenue HS Pump 1	\$30,440	\$28,070	\$25,700	\$23,330	\$20,738	\$17,916	\$14,856	\$11,550	\$7,988	\$4,163
Park Avenue HS Pump 2	\$32,285	\$29,953	\$27,621	\$25,290	\$22,729	\$19,931	\$16,887	\$13,589	\$10,028	\$6,194
Park Avenue Well #1	\$49,481	\$46,433	\$43,385	\$40,337	\$36,795	\$32,743	\$28,162	\$23,033	\$17,337	\$11,054
Park Avenue Well #2	\$48,434	\$45,284	\$42,135	\$38,985	\$35,342	\$31,187	\$26,504	\$21,274	\$15,476	\$9,092
Park Avenue Well #3	\$51,438	\$48,635	\$45,832	\$43,029	\$39,733	\$35,926	\$31,590	\$26,707	\$21,256	\$15,219
Park Avenue Well #4	\$48,434	\$45,284	\$42,135	\$38,985	\$35,342	\$31,187	\$26,504	\$21,274	\$15,476	\$9,092
Park Avenue Well #5	\$49,425	\$46,284	\$43,143	\$40,002	\$36,368	\$32,223	\$27,549	\$22,327	\$16,539	\$10,163
Woodbine HS #1	\$13,799	\$12,896	\$11,994	\$11,091	\$10,083	\$8,966	\$7,735	\$6,386	\$4,917	\$3,321
Woodbine HS #2	\$13,799	\$12,896	\$11,994	\$11,091	\$10,083	\$8,966	\$7,735	\$6,386	\$4,917	\$3,321
Woodbine well #1	\$52,790	\$50,432	\$48,073	\$45,715	\$42,863	\$39,501	\$35,609	\$31,170	\$26,164	\$20,571
Woodbine well #2	\$52,790	\$50,432	\$48,073	\$45,715	\$42,863	\$39,501	\$35,609	\$31,170	\$26,164	\$20,571

*This schedule is based on current years' service completed, and current year's annual fee paid.



CONCLUSIONS

This document briefly describes SUEZ Water Advanced Solutions in terms of our organizational structure with a focus on the products and services provided to our customers – owners and operators of potable water systems. This description acknowledges our people, who make our business function, together with the resources available to our customers.

We recognize the requirements of our customers are dynamic and strive for continuous improvement with the goal of providing satisfaction and total solutions for our customers, water systems and assets.

We welcome questions and comments as well as the opportunity to elaborate on our capabilities.

Please direct any questions to:

Ray Reece
Director - Water Well Services
SUEZ Water Advanced Solutions
(916) 716-3633
rreece@utilityservice.com

Joe Jasinski
State of New Jersey Water System Consultant
SUEZ Water Advanced Solutions
(908) 797-9559
jjasinski@utilityservice.com

Certificate Number
672810

Registration Date: 08/26/2015
Expiration Date: 08/25/2016



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Subsuric Technology Inc.
2015

Responsible Representative(s):
Christopher Catania, President
Steven Catania, Vice-President

Responsible Representative(s):



Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979		CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:	
INSURED UTILITY SERVICE CO., INC. PO BOX 1350 PERRY, GA 31059		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035 INSURER B: N/A NA INSURER C: Liberty Insurance Corporation 42404 INSURER D: ACE American Insurance Company 22667 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-007452658-21 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			TB2-641-444728-045	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRE AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			AS2-641-444728-056	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-64D-44728-016 (AOS)	03/01/2016	03/01/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	CONTRACTORS POLLUTION AND ERRORS & OMISSIONS			CooG3737220A003 SIR - \$250,000	07/24/2016	07/24/2017	PER OCCURRENCE: 20,000,000 AGGREGATE: 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 EVIDENCE OF COVERAGE

CERTIFICATE HOLDER UTILITY SERVICE CO., INC. P.O. BOX 1350 PERRY, GA 31059	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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MEMORANDUM

Date: 22 November 2016

To: Michael Saraceni

From: Richard Spafford, P.E.

Re: Selection of qualified proposal for well maintenance

On 4 October 2016, the MPWC received a proposal in response to a publicly advertised the RFP for a long-term contract to maintain our pumps and wells. Until now, the MPWC had no pre-planning with an "ad hoc" run to failure and then contract practice. After review of Utility Service's proposal, the recommendation was given to move forward with their proposal based on the following:

1. All of the pumps and wells listed in the RFP will be rebuilt / redeveloped in the first year.
2. Costs are guaranteed for ten years.
3. All pump maintenance is included for the length of the contract.
4. Additional well maintenance including annual cleanings and redevelopments as needed are included in the contract.

The proposal was evaluated using criteria developed and found to satisfy the requirements of the RFP.

At this point staff recommends that General Counsel prepare a contract and negotiate terms with the vendor.

SECTION 4): "QUALIFICATIONS" SUBMITTAL EVALUATION CRITERIA

All professional service providers' responses to this RFQ will be evaluated and ranked in accordance with the following factors:

FACTORS

Rating (0-10)

- | | | |
|-----|--|-----------------|
| 1) | Includes ALL ten (10) RFP Requirements in Section 3 (mandatory for consideration) | <u>yes</u> / no |
| 2) | Overall service provider's qualifications and experience | <u>9</u> |
| 3) | Experience with water well rehabilitation asset management programs | <u>8</u> |
| 4) | Experience with pump and motor asset maintenance requirements and programs | <u>9</u> |
| 5) | Experience with maintenance technology to maintain wells | <u>9</u> |
| 6) | Possess necessary State Licenses and service locations | <u>10</u> |
| 7) | Assignment of competent qualified staff | <u>9</u> |
| 8) | Commitment of sufficient staff and equipment to provide service | <u>9</u> |
| 9) | Ability to meet timetable for completion of work & implementation of service | <u>9</u> |
| 10) | Ability to provide a going maintenance and service guarantees | <u>9</u> |
| 11) | Proximity of staff and ability to provide service in timely manner | <u>9</u> |
| 12) | Ability to help with financial assistance through spreading of cost and/or funding | <u>16</u> |
| 13) | Insurance coverage and limits and statement of indemnification | <u>10</u> |
| 14) | Ability to assist with state regulatory compliance | <u>8</u> |
| 15) | Completeness and detail of information requested. | <u>9</u> |
| 16) | Documented Company Safety Program | <u>0</u> |
| 17) | Ability to provide production Guarantee | <u>7</u> |

Total Points:

130



MEMORANDUM

Date: 11 January 2017

To: Michael Saraceni, C.O.O.

From: Karl McConnell, General Counsel

Re: Reasons for Selection of qualified proposal for well maintenance

On 4 October 2016, the MPWC received a proposal in response to a publicly advertised the RFP for a long-term contract to maintain our pumps and wells. The Memo of Director of Engineering of November 22, 2016 set forth the technical reasons for the acceptance of the proposal and is adopted by reference here.

The proposal was evaluated by the RFP Committee using criteria developed and found to satisfy the requirements of the RFP. The Minimum Score on the criteria established in advance by the Committee was 106. The USCI proposal received a score of 130.

In Summary USCI, though they were the only responder, they put forth a proposal:

- 1) Which complied with all the specifications required by the RFP; and
- 2) They and their proposal exceeded the minimum score set in advance by the Committee (See Attached) and;
- 3) USCI/Suez is a company with vast experience and expertise; and
- 4) They were in the end willing to make the modifications to their proposal and or contract provisions as required by the MPWC.

For all of the above reasons, it is recommended that the USCI contract be presented to the Commission for hearing and approval.