

WATER MAIN ASSET MANAGEMENT AND MAINTENANCE AGREEMENT FOR A N.J. PUBLIC-PRIVATE WATER SERVICES CONTRACT PROCESS

This Agreement is 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 **SUEZ Advanced Solutions/Utility Service Co., Inc., (S/USCI)** whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as “Company” or Vendors) pursuant to the process set forth in N.J.S.A. 58:26-19, et seq. 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 to pursue the statutory process with the following terms:**

- A.** The Owner agrees to engage the Company to provide the professional and requisite services needed to manage the water main assets and distribution systems as listed in attached RFP & USCI’s Responsive Proposal and Supplemental Proposal. (Hereinafter may be referred to by the term “Mains”).

Company’s Responsibilities. This Section outlines the Company’s responsibilities for the services associated with the attached lists of described Mains and distribution system and. Services of the Main Asset Management Program will include the following: **Water Main Asset Program Details**

- B.** Includes annual network condition assessment with machine learning on the 235 miles of the water distribution system. Company will study and complete where gaps exist in the Water Commission’s GIS information to perform a likelihood of failure (LOF) study, consequence of failure study (COF), and risk analysis. Company will develop a LOF map using machine learning analysis to improve results year by year with the capacity to use multiple layers on top of the utility data. This map and information shall be updated as the Company proceeds. Deliverables to Owner include hard copy report on the machine learning details, findings, and map. Company will develop a COF map using an analysis including critical information. Company will develop a risk map using an evaluation combining COF and LOF and select each year’s focused area for field condition assessment.
- C.** Company will complete a minimum of 15,000 feet of non-intrusive pipeline field condition assessment per each year. The Company will identify pipe defects. The Company will confirm pipe condition to determine the pipes most in need of immediate attention. Company will provide an annual update of the overall risk study and machine learning system. The Company will provide statistics to measure the performance of the asset management program.
- D.** Development of pipe rehabilitation and maintenance plan will include the selection of pipes to be rehabilitated and replaced each year and selection of pipe replacement/renewal method. Company will use previous results to develop each year’s rehabilitation and replacement plan. Each Contract Year, the Company will develop a site-specific project plan for approval by MPWC’s Project Manager.

Company and Owner have established a rehabilitation target of approximately 7,500 feet of pipe on an annual average over the course of the agreement. Final distance will be determined every year depending on LOF/Field Assessment analysis. The parties agree that there is a

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proposed 85:15 design ratio of SIPP to Dig & Replace rehabilitation, with Dig & Replace rehabilitation not to exceed fifteen percent (15%), and this ratio will be based upon the contract price, not lineal feet of pipe. The parties understand and agree that the final distance each year may vary based upon pipe size, type, and location. Final decision for replacement or rehabilitation shall be made based upon the assessment, budget, and in conjunction with MPWC's Project Manager, and the agreed-upon scope of work for each Contract Year shall be based upon the contract price as defined in Section K.

- E.** The services include the LOF/Field Assessment analysis and Owner and Suez/USCI cooperative decision making for the determination as to the type and ratio of services to be executed each year. Engineering estimates, design work, ancillary services, temporary water bypass, traffic control, Temporary Office Trailer and all necessary material testing shall be part of the contract price for the Services provided as necessary, and if required, the cost thereof shall be charged against the then-current Contract Year's total amount available for rehabilitation as defined in the site-specific project plan. However, the plan excludes Emergency Services not required or caused by Company's activities. The scope of work and pricing for any Emergency Services not required or caused by Company's activities will be addressed via a mutually negotiated Change Order.

- F.** Warranty for each project or main section is for material and work for 1 Year from date of completion of each rehabilitation/service executed.

H. Term of Program

The specific timeframe for the contract document shall be limited to a maximum of ten [10] individual contract calendar years commencing with the date when the parties have fully completed the statutory process and may proceed unrestricted by any further need of procedural approvals. This annual contract shall automatically renew each year for up to a maximum of ten [10] years unless a party terminates as per the terms of this contract document.

I. In the event that New Jersey Department of Environmental Protection (NJDEP) rules or publishes that it no longer considers that the components of this program satisfy WQAA requirements, or any new regulations forbid anything in this agreement, both parties agree that the contract will be cancelled upon mutual advance notice.

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

K. Annual Fees / Payments

1. The annual fee for each Contract Year shall be divided into twelve (12) equal monthly payments, and each invoice shall be due and payable on or within 45 days of receipt of the Invoice. Furthermore, if the Owner elects to terminate this Contract prior to remitting the current 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.

2. First Year Annual Contract Price shall be One Million Two Hundred Thousand and -- 00/100 Dollars (\$1,200,000.00).

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3. Each Subsequent term of a contract year shall include the First Year Annual Price Budget and shall be One Million Two Hundred Thousand and -- 00/100 Dollars (\$1,200,000.00) + APA.

L. Inflation Adjustment

In order to keep the long-term pricing of the program reasonable and fair to all parties, the Company provides a formulaic approach for inflation adjustments to future annual payments.

Annual Price Adjustments (APA) 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.

M. Insurance

Company shall provide proof of a CGL policy with coverage no less than \$5,000,000.00 per occurrence/10 million aggregate as well as general indemnification of the Water Commission for Suez /USCI's contract related activities which are subject to their and or their subcontractors' sole and exclusive control and operation. In addition, Company 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. The **MPWC** must be named as additional insured on the final certificate to be provided prior to start of work.

N. Termination.

a. This Contract is subject to termination by either party once written notice of intent to terminate is received by the other party at least ninety (90) days prior to the end of the then-current Contract Year. Notice of Termination is to be delivered by registered mail to the address of the party as defined in the first paragraph of this Agreement and signed by an authorized official of the terminating party's management and/or Commissioners.

b. As detailed above, either party has the right to terminate this Contract at the end of each Contract Year; however, the parties also agree that the termination shall not become effective until the end of the subsequent Contract Year, in order to provide the Owner with sufficient time to conduct a procurement process to make alternate arrangements for the provision of water main asset management and maintenance services following the termination of this Contract.. Each Contract Year, the Company and Owner agree to negotiate and execute: (1) the then-current Contract Year's scope of work and (2) a one-year scope of work to be performed in the subsequent Contract Year in the event that one of the parties provides timely notice of termination of the Contract during the then-current Contract Year ("Post-Notice of Termination Scope of Work"). This Post-Notice of Termination Scope of Work shall include the same Water Main Asset Program Details, and the Owner shall pay the Company an amount equal to the previous Contract Year's Annual Fee plus the APA for the Company's performance of the Post-Notice of Termination Scope of Work; however, the Owner shall pay the Annual Fee plus the APA for the Post-Notice of Termination Scope of Work in twelve (12) equal monthly payments. The parties further agree and understand that, per the terms of these Termination provisions, this Contract shall be a contractual commitment for a maximum period of two (2) years at any given time during the potential 10-year term, except for Contract Year 10 which will not include a Post-Notice of Termination Scope of Work.

O. 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,

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the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all 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.

P. Pursuant to the Public-Private Water Services Contract Act, N.J.S.A. 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 Company 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 Company; 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 a large portion of the work of facilities rehabilitation that is included with this contract; and intends to utilize them for remaining existing work;

(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

(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.

Q. 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.

R. 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,

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whether oral or written.

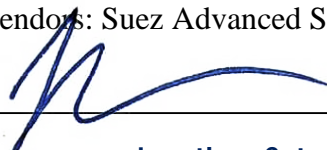
- a. The documents forming this complete agreement shall include:
 - 1. This document of five (5) pages;
 - 2. The Amendment & Supplement to it, with;
 - 3. Attachment A thereto;
 - 4. Attachment B thereto;
 - 5. Attachment C thereto;
- b. The RFP and its terms and conditions as advertised and attached;
- c. The SUEZ/USCI Responsive Proposal and Supplemental Proposal in so far as in compliance with all other documents or the provisions of which are specifically recited as terms adopted herein.

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 Vendor: Suez Advanced Solutions/USCI

Michael Saraceni
C.O.O. of MPWC
Date: _____


Name (Print) Jonathan Cato
Title: Senior VP, Advanced Solutions LOB
Date: November 6, 2020

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

This document amends and supplements the agreement with SUEZ Advanced Solutions/USCI for a MANAGEMENT AND FULL-SERVICE MAINTENANCE FOR WATER MAIN ASSET MANAGEMENT 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 and after all required State Agency approvals are given.
- 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-
 - b) Attachment B-(1) and B (2) and
 - c) Absence of investment in Iran- Attachment C- Certification.
- 5) The Parties agree to the 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:
 - 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); and
 - (b) such a Vendor to this Governmental entity agrees it 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 and 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.
- 5) All Requirements and conditions included in any RFQ/RFP or bid package issued on behalf of the MPWC and the Company's Responsive Proposal and Supplemental Proposal are incorporated herein as if set forth at length. In the case of any conflict between contract documents, the terms of the Company's Responsive Proposal and Supplemental Proposal shall govern only where recited in subsequent executed contract documents.
- 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.
- 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 fees for work completed prior to receipt of notice and the cost of materials and services up to the end of the notice period. Those fees and subsequent costs during notice period shall be paid to vendor within thirty (30) days of termination or cessation of work whichever is later.

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

For MPWC

Michael Saraceni
C.O.O. of MPWC
Date: _____

For: Suez Advanced Solutions/USCI


Name (Print) Jonathan Cato
Title: Senior VP, Advanced Solutions LOB
Date: November 6, 2020

ATTACHMENT A – EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

ATTACHMENT B (1) – NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101* 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives. It is expressly agreed and understood that any approval by the owner 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 the Agreement or otherwise at law.

EXHIBIT B (2)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq. CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract

award, seek assurances from the union that it will cooperate with the contractor or sub-contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a

construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(A) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a

level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(B) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a

month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(C) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

MERCHANTVILLE-PENNSAUKEN WATER COMMISSION- DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

ATTACHMENT C

Quote Number: _____ Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS 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/treasu ry/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/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:

D I certify, pursuant to Public Law 2012, c. 25, that neither the bidder 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

D I am unable to certify as above because the bidder 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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	_____
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 the MPWC 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 MPWC to notify the MPWC 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 the Commission and that the MPWC at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

GENERAL CONDITIONS

1.0 GENERAL

1.01 DEFINITIONS

The following words and expressions used in the contract documents shall be construed as follows:

Owner Merchantville-Pennsauken Water Commission
6751 Westfield Avenue
Pennsauken, New Jersey 08110

Engineer..... Merchantville-Pennsauken Water Commission Engineering Office
6751 Westfield Avenue
Pennsauken, New Jersey 08110

Contractor..... Party, firm, corporation with whom or which the contract is made or
authorized agent
thereof.

Day Calendar day.

Legal Holiday..... Days which the owner does not conduct regular business hours. The
Contractor is responsible to contact the Owner for a listing of these days.

Pronouns The use of any pronouns whether by reference or lack thereof to gender or
number, or corporate status is not meant to be limiting and applies equally
to all and to all classes, genders and numbers.

1.02 SPECIAL NOTICE

The "Information for Bidders", the "General Conditions", the "Notice to Bidders", and "Proposal Section" shall be held equally binding with and are to be considered a part of the specifications and contract and are incorporated by reference into the contract and the Contractor will be held responsible for neglect in attending to any part, paragraph or item therein. The Contractor consents to this and acknowledges this by the act of placing a bid.

1.03 REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

- (a) That he is financially solvent and that he is experienced in and competent to perform the type of work to furnish the labor, plant, materials and supplies or equipment to be so performed or furnished by him; and
- (b) That he is familiar with all Federal, State, County, Municipal and Department Laws, Ordinances and Regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special Acts relating to the work or to the project of which it is a part; and

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- (c) That such temporary and permanent work required by the contract documents and is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any persons or damage any property; and
- (d) That he has carefully examined the drawings, specifications, and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.

1.04 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not assign, sell or transfer or otherwise dispose of the contract or any portion thereof or of the work provided therein or his right, title or interest therein, to any persons, firm or corporation, without prior written consent of the Owner.

1.05 CONSTRUING THE SPECIFICATIONS

To avoid disputes and litigation, it must be distinctly understood by the Bidder/Contractor that the Engineer shall construe or interpret the specifications and explain any ambiguity therein and shall have the right to decide as to their purpose and intent and his decision upon any such ambiguity shall be final, conclusive and binding.

1.06 NECESSARY TO COMPLETE

If any work or materials are required which are obviously necessary to carry out the full intent and meaning of the said specifications although the same may not be either directly or indirectly in the specifications, the Contractor is hereby bound to furnish the same without any additional charge or claim beyond that already bid.

1.07 DRAWINGS AND SPECIFICATIONS

The Contractor shall keep at the site of the work one copy of the drawings and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access thereto. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict within the construction documents, the Engineer shall determine which of the requirements shall govern based upon the most stringent of the requirements, and the Contractor shall perform the work at no additional cost or time to the owner. Any ambiguity or discrepancy between drawings and specifications shall be submitted by the Contractor to the Engineer whose decision shall be conclusive.

The general arrangement and location of equipment, the various pipe, duct, and conduit runs, etc. are shown on the drawings. All dimensions or the scales of the drawings shall be considered as approximate and shall be checked by each bidder to his own satisfaction prior to bid. The exact location of all parts of the work shall be governed by existing conditions, and the Contractor shall coordinate and locate all work at the time of installation. Any changes in location, etc. from that shown on the drawings, necessary by existing conditions, shall be made by the Contractor at no increase of the contract sum.

1.08 RIGHT-OF-WAY

All right-of-ways through private property required shall be secured by the Owner. Contractor shall not start construction in right-of-ways until directed by the Engineer. No claim shall be made by the Contractor for damage due to delay in securing right-of-ways.

1.09 TIME LIMITS

The Contractor agrees to start the work herein contracted for within ten (10) days from the date of the Engineer's Notice to Proceed to the Contractor directing him to proceed with the work. The time to complete the work contracted for, from the date of the Proceed Order, shall be limited to the following:

_____ **Calendar Days** **Term as Parties Agree**

No extension of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Engineer in writing of such delay and his intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the opinion of the Owner, an extension of time is warranted the Owner or Owner's representative, will issue a written extension, setting a new time limit for the completion of the work.

1.10 LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Owner within the stipulated time limit, or violates any terms or conditions of said contract or the terms and conditions of P.L. 1971, c. 198 (C.40A:11-1 et seq., Local Publics Contract Law), then the Contractor shall and will pay to the Owner for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages.

One (1) to Fifteen (15) Days beyond Contract Time Limits.....Five Hundred (\$500.00) dollars per calendar day.

Sixteen (16) to Thirty (30) Days beyond Contract Time Limits.....One Thousand (\$1,000.00) dollars per calendar day past Fifteen (15).

Greater than Thirty (30) Days beyond Contract Time LimitsTwo Thousand (\$2,000.00) dollars per calendar day for every calendar day beyond the Contract Time Limits (Starting at Day 1).

The Owner shall recover said damages by deducting the amount thereof out of any money which may be due or become due the Contractor, or by an action of law against the Contractor, his surety or by either or both of these methods.

In case the Contractor shall be delayed due to the failure on the part of the Owner to furnish anything on its part to be furnished or for any other cause beyond the control of the Contractor, he shall be entitled to such an extension of time for the delivery of equipment, materials, work and supplies as in the judgment of the Owner or Owner's representative to be fair and just.

1.11 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner has the right to stop work or terminate the contract, if:

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- (a) The Contractor has violated the provisions of P.L. 1971 c. 198 (C:40A:11-1 et seq., Local Public Contracts Law), or any other Federal, State or Local law, or
- (b) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (c) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or
- (d) The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or
- (e) The Contractor shall refuse or fail to prosecute to work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or
- (f) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or
- (g) The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner, without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and his right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months without act or fault of the Contractor or of any of his agents, servants, employees, or Subcontractor, the Contractor may, upon ten (10) days notice to the Owner, discontinue his performance of the work and/or terminate the contract, in which event the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

1.12 REFERENCE TO THE STANDARD SPECIFICATIONS

- (a) All applicable portions of the work performed under this contract shall comply with the requirements of the current New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction

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Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.

- (b) The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's office or may be purchased from the New Jersey Department of Transportation.

2.0 INSURANCE

2.01 STATE LAW AND REGULATIONS AND INSURANCE

The Contractor must assume all risks connected with his work. He shall comply with all State Laws and Regulations concerning Workmen's Compensation and shall maintain such insurance as will protect him against all claims for damages for personal injury, including death which may arise during prosecution of the contract, either by himself or by any Subcontractor or anyone directly or indirectly employed by either of them.

2.02 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract, until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work, in his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the project is accepted by the Owner, and at all times thereafter when the Contractor may be removing or replacing defective work.

The Contractor shall furnish the Owner with proof of insurance by execution of the Certificate of Insurance, of which a copy is included herein. The Owner and the Solicitor shall be a named additional insured.

The Certificate of Insurance shall give the Owner and Engineer 30 days written notice of any material change in, cancellation of, or expiration of the policies.

The following types of insurance are required:

- a. General Liability
- b. Automobile Liability
- c. Excess Liability
- d. Worker's Compensation and Employer's Liability

The amounts for property damage and bodily injury for each type of insurance are as shown in the Information for Bidders insurance section.

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The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Owner and Engineer the Certificate of Insurance for the Subcontractor and/or supplier.

Any insurance company providing coverage must be licensed, admitted and authorized to do business in the State of New Jersey.

2.03 SUIT OR CLAIMS

The Contractor agrees to indemnify and save harmless the Owner and the Engineer and all their agents and employees from actions and suits of every kind and description brought against them, or on account of the use of patented rights, and from any damages or injuries received or sustained by any party, or parties, arising out of any act or omission of the Contractor, his workmen or agents in performance of the work under this agreement, including the furnishing of equipment, materials and supplies at the site of the proposed work.

2.04 DAMAGES TO PERSONS AND PROPERTY

Contractor shall fully and completely indemnify and save harmless the Owner from damages or injury to persons or property resulting from the performance of the work, or through negligence to the contract, or through the use of any improper or defective machinery implements or appliances or through any act of omission of the Contractor, or his agents, or his employees.

3.0 CONDUCT OF THE WORK

3.01 ROLE OF THE ENGINEER

The Engineer may verify, by observation and/or required tests, the amount, quality, acceptability and fitness of the materials, equipment and supplies furnished; and shall interpret any ambiguities in the drawings and specifications, contract documents, and any extra work order. Upon request, the Engineer shall confirm in writing any oral direction, requirement or determination.

All work of refilling sunken ditches, repaving over trenches and keeping the streets and sidewalks in passable condition shall be satisfactorily performed by the Contractor during the construction of the work as well as during the maintenance period. If any work is not done within 48 hours after written notice given by the Engineer, the work may be done by the Owner and charged to the Contractor.

3.02 SURVEYS

Unless otherwise expressly provided for in the specifications, the Contractor will furnish all surveys necessary for the execution of the work. The Owner will furnish a base line and datum bench marks as required. The Contractor shall measure and lay out his work and be responsible for the accuracy thereof from bench marks and base lines established by the Engineer which shall constitute the surveys hereinbefore referred to.

3.03 PRESERVATION OF STAKES

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible, for any mistakes that may be caused by their unnecessary loss or disturbance.

3.04 USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the administration of Owner's affairs.
- (c) To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.
- (d) To frequently clean up all refuse, scrap material and debris caused by his operations and at all times the site of the work shall present a neat, orderly condition.
- (e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition.
- (f) To affect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Engineer, not to cut or otherwise alter the work.

3.05 INJURY TO EXISTING STRUCTURES

The Contractor shall be responsible for all injury to existing structures met within the prosecution of the work, including the delivery to the site of the proposed improvements of materials and supplies. In case of accident to existing structures met within the prosecution of the work, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter also notify the Engineer.

3.06 CORRECTION OF WORK

The Contractor expressly warrants that his work shall be as represented and is free from any defects in materials or workmanship and agrees to correct any such defects which may appear in such materials or workmanship within two years or the term of the maintenance bond, whichever is longer, following the final acceptance of the work by the Owner, such final acceptance to be evidenced by an appropriate resolution of the governing body in the case of municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority or by the issuance of final payment in the case of any Owner other than a municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority.

Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor nor his surety or sureties from any obligation or obligations under this contract or the bonds required under these Contract Documents, any other language or provisions to the contrary notwithstanding.

3.07 PUBLIC UTILITIES

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The bidder and any of its contractors will be required and are advised to investigate and ascertain for themselves all the facts concerning the actual location of any utilities.

The Contractor shall cooperate with the utility Owners in the adjustment of their facilities and shall notify the utility Owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.

The Contractor shall permit the Owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.

Separate payments will not be made for the following:

1. Coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore.
2. Damages for delay caused by conflicts with utilities outside the jurisdiction of the Owner (ex: gas mains, telephone or electric lines, county storm sewer, water mains, etc.).

The bidder shall include all such costs in the prices bid for the various scheduled items in the Bid form.

3.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of his work and shall protect Owner's property from injury or loss arising in connection with his work. He shall also protect all adjacent property as provided by law, and shall be responsible for all injury to property and existing structures sustained during the prosecution of his work, including delivery to the site of the equipment, materials and supplies. He shall repair and replace any such damage, injury or loss equal or better than the condition of the item prior to the Contractor's action.

All passageways, guard fences, light and other facilities required for protection by local authorities or local conditions must be provided and maintained.

3.09 CONTRACTOR TO ACT IN AN EMERGENCY

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor is required to act as he sees fit. He shall notify the Engineer thereof immediately thereafter.

3.10 EXTRA WORK

The Contractor further agrees that the Engineer may make such alterations as he may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, they shall not constitute a claim for damages for anticipated profits on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to be performed or equipment, they shall be paid for at the price bid. If prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work, and agrees to accept in full payment therefore a price which shall be fixed by the Engineer previous to its commencement. The basis of such estimated cost will be the actual cost of materials, labor, equipment, and 10 % overhead plus ten percent

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(10%) profit. Contractor shall furnish breakdown estimate for such extra work. Change Orders and Open End Contracts will be in accordance with N.J.A.C. 5:30-11 et seq.

The Contractor shall not be entitled to receive payment for any extra work unless the same is certified in writing by the Engineer.

Pursuant to New Jersey law this construction contract incorporates, as if set forth at length, all the provisions required by P.L. 2017, c. 317 and effective as of January 16, 2018.

3.11 DISPUTE RESOLUTION

For construction contracts, the Owner and Contractor agree that in the event of a dispute arising under this contract, it shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a Court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered to pursuant to P.L. 1971, c. 198 (C. 40A:11-1 et seq., Local Public Contracts Law).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving design, architecture, engineering or management, upon demand of a contracting party, other interested parties to the dispute where possible shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

4.0 CONTRACTOR'S PERSONNEL

4.01 PERSONAL ATTENTION

The Contractor shall give his personal supervision to the prosecution of the work, or have a competent representative on the work who shall have written authority to carry out the requirements of the Contract Documents. He shall also supply all manpower, materials and equipment as they may be required in the furnishing and delivery to the site of the proposed work, the equipment, materials and supplies bid upon.

4.02 CONTRACTOR'S SUPERINTENDENT

The Contractor shall attend to the work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever work is in progress. Such a superintendent shall be satisfactory to the Owner and Engineer and shall not be removed or replaced without due notice being given the Owner and Engineer. The Superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

4.03 LABOR LAWS

The Contractor and any Subcontractors shall comply with all the requirements of the Labor Laws of the State of New Jersey applicable to contracts on behalf of this Owner for construction, alteration or repair of

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any building or public work, including particularly, but without limitation of the foregoing, the provisions of N.J.S.A. 10:2-1 to 10:2-4, inclusive and N.J.S.A. 34:11-56.25 et seq, New Jersey Prevailing Wage Act.

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor entitled, "Prevailing Wage Rate Determination" is on file in the Engineer's office and is included herein. Pursuant to N.J.S.A. 34:11-56.25 et seq. – New Jersey Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage rate.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor or his duly authorized representative.

Contractors or Subcontractors performing public work of a public body subject to the provisions of this act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioners of Labor including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

In the event it is found that any workmen, employed by the Contractor or any Subcontractor, on this project, has been paid a rate of wages less than the prevailing wage required, the Department of Labor along with the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise, the Contractor and his surety(ies) shall be liable to the Department of Labor along with the Owner for any excess costs occasioned thereby.

Prior to final payment, the Contractor shall be required to execute and deliver an Affidavit of Compliance in a form provided by the Engineer, as required by the Act.

4.04 CONTRACTOR'S EMPLOYEES

All workmen must be competent and fully qualified in the type of work to be performed. Any employee of the Contractor, who is found by the Engineer to be incompetent, or who is performing his work in an unsightly manner or contrary to the specifications or the Engineer's instructions, or who is disorderly, shall be removed from the project and shall not again be employed on the project without the Engineer's consent.

4.05 EIGHT HOUR DAY: PREVAILING WAGE RATE

All mechanics, workers, laborers, employed or engaged in the work hereunder shall work no more than eight (8) hours in any one day. In case of necessity for the protection of property or human life, mechanics,

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workmen and laborers may be employed for longer periods than eight hours per calendar day, if paid extra compensation on the basis of eight hours constituting a day's work, in accordance with the Prevailing Wage Act, N.J.S.A. 34:11-56-25 et seq., and all State and Federal laws.

4.06 PAYMENT OF EMPLOYEES

The Contractor and each of his Subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in legal tender and not less often than once each month.

4.07 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L.91-596) and under Section 107 of the Contract Work Hours and Safety Standards for Construction (P.L.91-54).

4.08 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (incl. employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association General Contractors in America and Part VI "Temporary Traffic Control" of the U.S. Dept. of Transportation. Federal Highway Administration "Manual on Uniform Traffic Control Devices", latest edition, whichever is more stringent to the extent that such provisions are not in contravention of applicable law. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods and for any damage which may result from their failure for their improper construction, maintenance or operation. The cost of "Accident Prevention" shall be included in the lump sum or unit price bid whichever is applicable.

5.0 MATERIALS

5.01 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by Subcontractor that are subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

5.02 ROYALTIES AND PAYMENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the Owner harmless from loss or account thereof.

5.03 USE OF DOMESTIC MATERIAL

In the performance of the work, the Contractor and all Subcontractors shall use only manufactured materials and farm products of the United States of America, wherever available.

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All Contractors and Subcontractors shall comply with the provisions of N.J.S.A. 40A:11-18, which relate to the use of domestic materials.

5.04 ORDERING MATERIALS

Before ordering materials, the Contractor shall obtain the Engineer's approval of their conformity to the specifications. In the case of concrete aggregate and similar materials, samples must accompany the request for approval. The Contractor must forward to the Engineer copies of all shipping lists, invoices or delivery slips accompanying such deliveries.

5.05 SAMPLES

The Contractor shall submit to the Engineer any samples of materials before or during the progress of the work that may be required by the Contract Documents and all materials and workmanship must be equal in every respect to the samples submitted and approved.

5.06 SHOP OR SETTING DRAWINGS

(a) The Contractor shall submit promptly eight copies, of which two will be returned to the contractor, of each shop or setting drawings prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with eight corrected copies. If requested by the Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless he notified the Engineer in writing of any deviations, at the time he furnished such drawings. Shop drawing requirements as detailed within the technical specifications and scope of work shall govern should they be in conflict with the General Conditions.

(b) The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Engineer prior to the installation of same.

(c) Any equipment or materials installed without this written approval of the Engineer will be required to be removed by the Contractor at his own expense and replaced with equipment and materials as approved.

5.07 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings to carry out the work included in the contract as required. The additional drawings and instructions thus supplied to the Contractor, will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and the Engineer will prepare, jointly (a) a schedule fixing the date at which special drawings will be required and by whom they will be made, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment and the completion of the various parts of the work, each such schedule to be subject to change from time to time in accordance with the progress of the work.

5.08 OR EQUAL CLAUSES

Wherever in these contract documents a particular brand, make of materials, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard.

When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim.

Failure to submit such documentation with the bid package at the time of the bid shall be grounds for rejection of the claim of equivalence.

If two or more brands, models, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, model, make of material, devices or equipment, which in the opinion of the Engineer is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted. All material and workmanship shall, in every respect be in accordance with what, in the opinion of the Engineer is in conformity with approved modern practice.

Whenever the drawings, specifications or other contract documents or the direction of the Owner or its authorized agent admit of doubt as to what is permissible, and/or fail to note the quality of any work, that interpretation will be made by the Engineer which is in accordance with approved modern practice to meet the particular requirement of the contract.

In all cases, new materials shall be used unless this provision is waived by a written notice from the Engineer.

5.09 SUBSTITUTIONS

After the execution of the contract, substitution of equipment or materials of makes other than those named in the contract will be considered for one reason only. That the equipment proposed for substitution is superior or equal in construction and/or efficiency to that named in the contract.

Complete data, to include: shop drawings, specifications, performance curves, test results, list of similar installation with years of service, operating and maintenance instruction, a statement that the Contractor agrees to pay all costs that will result directly or indirectly from acceptance of the substitute, and all other necessary information; shall be submitted in triplicate to enable the Engineer to evaluate the proposed substitution equipment or material. The determination as to whether or not such changes will be permitted rests solely with the Engineer.

The Contractor shall take and assume full responsibility and bear any extra expense or cost incurred by changes advocated by him. Those costs include, but are not limited to, review time by the Engineer or the Engineer's Consultants, costs of redesign, and claims of other contractors affected by the resulting change. It will be assumed that the cost to the Contractor of the equipment or materials proposed to be substituted is less than the equipment or materials named in the contract, and if the substitution is approved, the contract price shall be reduced by an amount equal to the savings.

5.10 EQUIPMENT, MANUFACTURER'S WARRANTIES & SUBSTITUTIONS

Bidders must guarantee that the equipment offered is standard, new equipment, the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all currently

in production and none likely to be discontinued in the near future; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendation and standard practice. This provision shall not be subject to any limited warranty as specified by the manufacturer and imposed for the sole purpose of the end user, unless indicated otherwise. The Contractor shall be responsible to meet all conditions necessary to comply with all manufacturers warranties, shall obtain all such warranties in the name of the Owner and shall be responsible to provide same to the owner, unless relieved in writing by the owner from this condition. Failure to do so shall delay formal completion as described herein and the commencement of any warranty period under any provision herein or posted bond.

In the event that any part must be repaired or replaced under the provisions of this guarantee and/or in conjunction with either a limited or implied warranty included in equipment as a result of this bid award, a replacement part must be provided by the bidder awarded prior to shipment or disassembly to allow uninterrupted service of this equipment to the Owner. If this should occur during the Contractor's expressed warranty period, then the time of the expressed warranty period shall be tolled from the date of discovery until re-acceptance by the Owner regardless of the bond term involved, and the Owner may require a new bond on the item or issue that has failed or been at issue for a new term.

The Owner will not permit Substitutions except in cases in which it is impossible for the successful bidder to provide the required services or materials which were offered in the bid or where at the complete and sole discretion of the Owner, without further recourse or appeal, the Owner determines that it is to his advantage to accept a substitution. (For example, value engineering, new products, etc. as set forth in 5.09). The bidder will be required to furnish written proof of his revised costs for the service or material to the Owner. If the substitutions are lower in cost than the original specified material or services, the difference in value between the original specified material or services and the substituted materials or services shall be a credit to the Owner and shall be deducted from the contract price, except where the owner may agree to incentivize the contractor by sharing in the savings. If the substitutions are greater in cost than the original specified materials or services, such added cost shall be borne by the successful bidder. Notwithstanding the foregoing, the Owner reserves the right to pursue all lawful remedies in the event that a vendor fails to provide the materials or services that it has offered in its bid. Failure to meet bid specifications cannot be waived, amended, contracted, agreed to or replaced so as to absolve or release the bidder from the performance of the specifications and warranties implied and expressed as to the products and workmanship as bid, except upon a formal action of the Owners governing body that is explicit as to such waiver and not simply acceptance or payment.

5.11 MATERIAL SAFETY DATA

In accordance with the requirements of N.J.S.A. 34:5A-1 et seq., "Workers and Community Right to Know Act", the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, the contractor must furnish the Owner a "Material Safety Data Sheet" for each product which is supplied to the Owner which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). The Owner reserves the right to request a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains any substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9).

6.0 INSPECTION AND TESTING

6.01 INSPECTION

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The Contractor shall afford every facility for inspection of the equipment, materials and supplies at all times by the Engineer prior to the delivery of same to the site of the work and prior to installation or construction. All equipment, supplies and materials shall be tested in the presence of the Engineer, if so desired by him.

Any equipment, materials, supplies or workmanship deemed of inferior quality, or not in accordance with the finally approved specifications, brought to or incorporated in the work may be rejected by the Engineer. The equipment, materials and supplies and workmanship may be re-inspected at any time, prior to delivery to the site of the proposed improvements. The Contractor shall bear all the expense of testing materials.

When construction is not continuous through the normal work week, (Monday through Friday), Contractor must notify the Engineer at least 24 hours in advance of any stopping or starting of the work. Notification may be by writing, telephone, facsimile, telegraph or personal visit to the Engineer's listed office.

Contractor shall notify Engineer at least forty-eight (48) hours in advance to any work on Saturdays. There will be no work permitted on Sundays or holidays except by explicit agreement and at the contractor's cost. If the project receives inspection by the Engineer, the normal working hours for the Engineers inspector are from 7:30 a.m. to 4:00 p.m., Monday through Friday. Any overtime inspection costs for the Engineers inspector which are avoidable shall be reimbursed by the Contractor.

As the Owner is only paying for the contract time in the Contract Documents, the Contractor shall be responsible for all costs of inspection and contract management beyond the contract time limits, unless a written extension of time or a related permission has been granted by the Owner. These costs are in addition to any liquidated damages that may be charged to the Contractor.

6.02 DAILY REPORTS

On a daily basis, the Contractor shall have his Authorized Representative complete, sign and present the Engineer with a Certificate of Site Safety Conditions, attached hereto as Form GC-6.02S.

At the Engineers discretion, the Contractor may be directed to furnish a daily report, on a form, which will include the date, the weather, a general description of the work performed, line item quantities involved, number and skill type of workers, equipment utilized, location of work, and any pertinent remarks affecting the work.

6.03 INSPECTORS

The work shall be conducted under the general observation of the Engineer or through such Inspectors as the Engineer chooses to employ. Inspectors are stationed on the site of the work to represent the Engineer and to report to him concerning the observation of progress of the work and the workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when they observe that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such observation, if and when provided, shall not relieve the Contractor of any responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents, nor does such observation create any duty or obligation to any employee or invitee of Contractor, any Subcontractor, or to any third party.

The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

6.04 OFFICE TRAILER

When required by the Contract Documents, the Contractor shall furnish and maintain a private office for the Owner or Owners designee with an area not less than 80 square feet which shall have heat, light, a desk, four-drawer locked legal size file, plan rack, 36"x48" drawing table, desk, chair, telephone service and drawing stool. When more than one Contractor is engaged, the office shall be furnished and maintained by the General Contractor.

6.05 ACCESS TO THE WORK

The Contractor shall furnish the Engineer with every reasonable facility for observing the work as performed. The Engineer shall have the right to inspect all work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the work is in progress.

When the Engineer or his representative are in or about the premises mentioned above in the course of their duties, they shall be deemed conclusively to be an invitee of the Contractor. If the Contractor is not the Owner of the premises mentioned above, the Owner thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or his agent, as described above, shall be liable for the payment of claims for injuries, damages, etc, for death of the Owner or his representative due to the negligence on the part of the Contractor or his agent.

6.06 COVERING UNINSPECTED WORK

If any work be buried, covered or otherwise concealed prior to observation by Engineer or contrary to the orders and direction of the Engineer and such work is not subject to testing and approval by any acceptable alternate method it must, if required by the Engineer, be uncovered for examination. Such uncovering and all necessary restoration regardless of the final acceptability of the work uncovered shall be at the expense of the Contractor.

6.07 TESTING MATERIALS

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed-in-place concrete, and similar materials; will be performed by the Engineer or testing laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and tests or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.

If the Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, tests and analysis.

7.0 PAYMENTS

7.01 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction progress schedule in form satisfactory to the Engineer, showing proposed dates of commencement and completion of each of the various subdivisions

of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall update the schedule each time a change is approved, but at a minimum every 30 days. An updated schedule shall be submitted with the Contractor's payment application. Should a payment application be submitted without an updated schedule, payment processing may be delayed. The Contractor shall also furnish the Engineer (a) a detailed estimate giving a complete breakdown of the contract price on Lump Sum Contracts and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules are to be used in determining the basis of partial payments.

7.02 PAYMENTS

Unless otherwise specified, on the first day of each month or within thirty (30) days thereafter, the Engineer will estimate approximately the value of the work performed, and equipment, materials and supplies delivered on the ground inspected and accepted during the preceding month, according to these specifications, less any retainage, and shall be certified by the Engineer for payment to the Contractor. The value of the work, as estimated, will be determined by the lump sum and/or unit price bid. Requests for payment for materials on hand shall be accompanied with receipted invoice from supplier. Prior to such payment being made, the Contractor shall execute an agreement, provided by the Engineer and Solicitor on behalf of the Owner, which details the conditions of payment.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

No request for payment shall be approved until a Certification of Site Safety Conditions showing no unsafe conditions for each day worked in the payment request period has been furnished by the Contractor. When the work performed under this contract has been completed by the Contractor and accepted by the Owner, the Engineer shall make a final estimate of the work and certify the same to the Owner which shall for causes herein specified, pay to the Contractor the balance due, excepting therefrom such sum as may be lawfully retained under any provisions of this contract. All prior estimates and payments including those relating to extra work shall be subjected to corrections by this payment.

The Owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than 60 calendar days after the billing date, except as provided herein, which for periodic billing shall be established at the pre-construction meeting and memorialized in the minutes of the pre-construction meeting. The billing shall be deemed approved and certified 20 days after the Owner or Owner's Representative receives it, as indicated by the date stamped received on the billing by the Owner or Owner's Representative, except as provided herein, unless the Owner or Owner's Representative provides, before the end of the 20 day period, a written statement of the amount withheld and the reason for withholding payment. The Owner is a public or governmental agency and the number of designated days notwithstanding the parties agree and understand that this requires the governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the Owner's governing body, and paid during the Owner's subsequent payment cycle.

7.03 RETAINAGE- Applicable ONLY to Final year of Agreement for any Jobs Incomplete.

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The Contractor is advised that for contracts \$100,000.00 and under for improvement to real property, the sum of 10% of the amount due shall be held on each partial payment pending completion of the project.

The Contractor is advised that the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. are applicable if the total amount of the contract awarded for this project exceeds \$100,000.00. The provisions of N.J.S.A. 40A:11-1 et seq. provide that the Contractor may:

1. Agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For the purposes of this section, "value" shall mean par value or current market value, whichever is lower.
2. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the Owner and Engineer, or

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on such cash withholdings shall be credited to the Owner.

Furthermore, N.J.S.A. 40A:11-1 et seq. provides that for contracts over \$100,000.00 for improvement to real property:

1. From the total amounts due as ascertained through a current Engineer's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Owner pending completion of the contract.
2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amounts being withheld by the Owner shall be released and paid in full to the contractor as required by law after final acceptance by the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

7.04 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall normally operate as a release by the Contractor for all things done or furnished in connection with the work and for every act and neglect of the Owner, or Owners designee and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance, payment and maintenance bonds.

Any other provision herein or in the contract documents notwithstanding, the final certificate of payment, final payment, partial or entire use of the equipment and/or supplies by the Owner shall not constitute an acceptance or release thereof if such product or work is not in accordance with the specifications and shall not relieve the contractor of liability in respect to any implied or express warranties or responsibility for faulty materials or workmanship. The contractor or vendor shall promptly

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remedy any defects without cost to the Owner which shall appear within a period of two years from the date of final acceptance of the maintenance bond, production of all manufacturers warranty's, or delivery of all "as-builts", whichever is later, or unless a longer period is specified or unless an item or matter is made a point of exception, as noted above, by the Owner or from the date of discovery that the contractor has not complied with the specifications to which they have contracted and made representations. The Owner will give notice of observed defects with reasonable promptness.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENTS

Owner may withhold from the Contractor as much of any approved payments due him as may in the judgment of the Owner, be necessary, to

- (a) Secure the payment of just claims then due and unpaid by any persons supplying labor or materials for the work.
- (b) Protect the Owner from loss due to defective work not remedied, or
- (c) Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or any of his Subcontractors that the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the amount of the Contractor.
- (d) Protect the Owner from enforcement action by others or from being in non-compliance with laws or regulations due to the failure of the Contractor to supply the Engineer and or Owner with Monthly Manning Reports, Certified Payroll Reports or other submittals required by the Engineer or Owner.

7.06 COSTS OF ENGINEERING AND INSPECTION

There will be deducted from the contract and retained by the Owner an amount to defray the cost of wages and overhead paid by the Owner to the Resident Engineer, Inspector or Inspectors employed on the work for any avoidable time in excess of eight (8) hours per day or on Saturdays, Sundays or legal holidays. This amount shall be determined at the rate of the hourly rate contract with the Owner per man hour for each Inspector or Resident Engineer for, in excess of 8 hours per day and at the rate of the hourly rate contract with the Owner per man hour for Saturday, Sunday and Holidays for each Inspector or Resident Engineer.

In addition, there will be deducted from the contract and retained by the Owner an amount equal to the cost paid by the Owner to the Engineer, for all inspection and contract administration performed in excess of the completion time stipulated for the contract, or as amended by approved change orders.

7.07 LIENS

Final payment of retained percentage shall not become due until the Contractor, if required, shall furnish the Owner a complete release of liens arising out of his contract, or receipts in full, in lieu thereof covering claims of any kind or character for work or labor done, or labor or materials furnished by the Subcontractor, materialmen, persons or corporations whatsoever.

7.08 PREVAILING WAGE PAYMENT CERTIFICATE

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The form attached hereto, entitled "Prevailing Wage Payment Certification" shall be executed by the Contractor and submitted with the final voucher prior to final payment.

7.09 CERTIFIED PAYROLL REPORTS

The Contractor shall submit original certified payroll reports within 10 days of the payment of wages to the Owner with a copy to the Owners designee, in compliance with N.J.A.C. 12:60.

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PREVAILING WAGE PAYMENT CERTIFICATION

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT _____

TO _____
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen Pursuant to New Jersey Prevailing Wage Act. Chapter 150 Laws of 1963 of New Jersey and all other claims.

The undersigned Contractor hereby certifies that any and all workmen employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Commissioner of Labor and Industry, of the State of New Jersey, and that all suppliers and material men have been paid in full all amounts claimed by them, and there remains no outstanding claim, lien, or dispute; nor any contingent claim by any of the foregoing:

DATED: _____
CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF _____

_____, being duly sworn according to law, upon his oath disposes and says that he is the _____ (Owner-pres. or authorized agent) of _____ (name of corporation) that he has read the aforesaid statement of certification and knows the content thereof, and that the same is true of his own knowledge and this affidavit is being executed by him pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963).

Signature

Sworn and subscribed to
before me this _____ day of _____ 20__.

Notary Public of New Jersey

CERTIFICATION OF SITE SAFETY CONDITIONS

TOWN: _____ PROJECT NAME _____

COUNTY _____ JOB # _____

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted:

- Unsafe Trench Condition
- Unsafe Entry to Live Manhole
- Unsafe Traffic Control
- Unsafe Equipment
- Inadequate Fall Protection
- Proximity to Electric
- Other _____

None _____

Comments/Resolutions _____

Contractor: _____

by: _____
Authorized Representative

I executed this form at _____ on _____
Time Date

8.0 RESERVED

9.0 LAW, INTERPRETATION & VENUE

This Agreement is fully integrated, which means it contains the complete agreement of the parties. Any promises or covenants not set forth herein are invalid and of no effect. This Agreement may only be amended in writing and is subject to approval by resolution of the Commission. This Agreement is intended to supersede any and all prior Agreements between the parties.

The parties agree that the individual provisions of this agreement are severable in order to ensure that the balance of the agreement survives. That means that if any provision(s) are ruled or by law become illegal or unenforceable for some reason, that the rest of the agreement remains in force between the parties without those provision(s) and the contract is reformed to adjust for that development, if necessary, but all other provisions of the agreement remain in force.

The parties agree that this form of agreement and language throughout much of this contract is not uncommon in local public contracting and the parties agree and contract hereto that this agreement shall be interpreted, whether informally in ADR or formally by a court, as if it was authored and written by both parties and interpretations of any language in any contract document involved in this project shall not be interpreted against either party as the author herein in case of dispute.

The parties consent as a condition of this Agreement and all matters arising out of or relating to this agreement and its contract documents shall be construed, governed by and interpreted in accordance with the laws of the State of New Jersey without regard to conflicts of law. The parties further agree and consent as a condition of contract that any action, claim or dispute arising or brought hereunder, directly or indirectly, must be filed and venued in the Superior Court of the State of New Jersey, County of Camden and every party to this project or agreement agrees to submit their persons to the jurisdiction of that court and to the state of New Jersey. Further, the Contractor commits and agrees that it shall not use or employ any subcontractor who will not formally consent and contract to these applicable law, jurisdiction and venue provisions and shall include such a provision in all subcontracts.

1.0 BID PREPARATION

1.01 EXAMINATION AND RESPONSIBILITY

Bidders are directed to examine for themselves the drawings, specifications, estimated quantities and the location of the proposed work. They shall exercise their own judgment as to the scope and nature of the work; the difficulties to be encountered and the quantities that may actually be encountered in the work. Each bidder is fully responsible for having reviewed and understood these specifications previous to submitting his bid, that his bid covers and complies with all requirements of the Contract Documents and shall not at any time thereafter assert any claim related to any misunderstanding of the nature or amount of work to be done.

1.02 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relative to the construction under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction as set forth in his bid. The Contractor in the carrying out of his work must employ such methods or means that will not cause any interruptions or interference with the work of any other contractor (if applicable).

1.03 OBLIGATIONS OF BIDDERS

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents, shall in no way relieve any bidder from any obligations contained therein.

1.04 ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS

The Table of Contents indicates the number of pages of each section of the document. If any bidder finds that a page was miss-copied or is missing, please contact the Engineer. The page(s) will be faxed to the bidder. Issuance of any such pages will not be considered an Addendum to the contract or specifications.

No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to the Engineer, and to be given consideration, must be received at least ten (10) days prior to the final date fixed for receiving bids. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be issued in accordance with applicable State Laws.

Any bidder who wishes to challenge a bid specification shall file such challenges in writing with the Engineer no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

Failure of any bidder to receive any such addendum or interpretations shall not relieve any bidder from any such obligations therein under his bid submitted. All addenda so issued shall become part of the contract documents, and shall be attached to the bid form when submitted

1.05 QUALIFICATIONS OF BIDDERS

The owner may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated.

Conditional bids will not be accepted. Bids which are incomplete or obscure may be rejected at Owner's option.

1.06 DISCLOSURE STATEMENT N.J.S.A. 52:25-24.2

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

1.07 MANUFACTURED ARTICLES

In the specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and materials, deemed most suitable for the service anticipated. This is not done, however, to eliminate other equipment and materials equally as good and efficient. When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for the rejection of the claim of equivalence. The bidder shall prepare his bid on the basis of the particular equipment and materials specified or shown, and shall be responsible for the coordination, arrangement and location of all equipment and material incorporated in the work.

1.08 BID SECURITY AND CONSENT OF SURETY—~~NOT APPLICABLE TO MAIN RFP~~

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond duly executed by the bidder as principal, and having as surety thereon a Surety Company approved by the Owner, in an amount not less than ten percent (10%) of the amount bid but in no case in excess of \$20,000.00. Any such Bid Bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the requisite completion performance and payment bonds, i.e. a Consent of Surety.

Such bid guarantee will be returned to all bidders, except to the three apparent lowest responsible bidders, within ten days after the formal opening of bids, Sundays and holidays excepted.

The bid guarantee will be returned to the remaining unsuccessful bidders within three days, Sundays and holidays excepted, after the Owner and the accepted bidder have executed the contract and the Owner has approved the Bidder's Performance Bond, or if no contract has been accepted within 60 days after the date of

opening of bids, any bidder upon demand made after the expiration of said 60 day period, shall be entitled to the return of his bid guarantee, so long as he has not been notified by the Owner of the acceptance of his bid.

Any such bid guarantee shall be forfeited and become the property of the Owner if the bidder whose bid is accepted shall fail: to give a satisfactory performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and/or fails to execute a contract within ten (10) days after notice from the Owner to do so. 1.08 Not applicable HERE>

1.09 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers of the project).

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e or f. of section 92 of P.L.1977, c110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

2.0 SUBMISSION OF BIDS

2.01 GENERAL

References to "Bid" in these documents may be interpreted as meaning "Submitted Proposal"
No bid will be accepted or opened if received after the designated time for receipt.

For each bid made, all blank spaces in the Bid Form must be filled in, in ink, with the unit prices of the item and its extension. All bid forms submitted will be checked for arithmetic accuracy.

Any bid may be submitted or withdrawn prior to the scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time and date specified in the Notice to Bidders will not be considered. No bid may be withdrawn within 60 days after the actual date of opening thereof.

2.02 PRICE TO INCLUDE

The bid submitted must cover the entire cost of the contemplated construction and installation as illustrated on the drawings and in the manner and detail described in the specifications. The price bid for each item shall cover the entire cost of its installation, construction, and completion, including all materials, workmanship, and appurtenances necessary for its completion or as implied by illustration on the drawings, by description in the specifications, or to be reasonably inferred therefrom.

If there are minimum unit prices included in the bid form, those prices shall be the minimum acceptable unit price for the work. If bidder fails to propose the minimum unit price in his bid, the unit price will be set to the minimum price states on the bid form, with the appropriate increase to the extension of the unit price and total bid price.

2.03 REJECTION OF BIDS

The owner reserves the right to reject all bids, to reject any bid or bids not complying with the specifications, and to waive any informality in any bid or bids if such waiver be deemed by the Owner to be in the best interests of the Owner insofar as not at variance with some law or regulation. Each bidder is instructed to be present in person or by representative at the time and place fixed for the opening of bids and at every subsequent meeting of the Owner at which the bidder is advised, or it has been publicly announced at the time of bids, that said bids shall receive further consideration or shall be acted upon, if said bidder desires an opportunity to be heard.

2.04 AWARD OF BID

The award of the contract will be made, subject to necessary monies to do the work being provided by the Owner in accordance with the requirements contained in N.J.A.C. 5:30, Local Finance Board either by Resolution, Ordinance, or in other lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Owner, either by Resolution, Ordinance or another lawful manner.

In accordance with NJSA 34:11-56.25 et seq., New Jersey State Prevailing Wage Act, no contract shall be awarded to any contractor, subcontractor, or to any firm, corporation or partnership in which such contractor or subcontractor has an interest, who is debarred from public works.

3.0 CONTRACTS

3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

All additional copies of the drawing and/or specifications shall be furnished to the contractor at the cost of reproduction plus handling.

3.02 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

The bidder whose bid is accepted shall furnish to the Owner, a performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and at the completion of the work, a two (2) year maintenance bond, each in the amount of 100% of the final contract price, with such sureties as shall be approved by the Owner and as detailed and described below.

All surety companies must be authorized to transact such business in New Jersey, pursuant to N.J.S.A. 17:17-10 or 17:32-1 et seq. The surety must designate a New Jersey agent on whom service of process can be made. The Contractor shall be responsible for updating the surety's expiration from the list or an agent change, to the Engineer or Owner. All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or 17:17-7, whichever is applicable, on the date of advertisement for the project. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, pursuant to N.J.S.A. 2A:44-143d.

In addition, for these public works project bids, including any and all alternates, that equals at least \$850,000.00 but not more than \$3.5 million, the surety company must hold a current certificate of authority issued by the U.S. Secretary of the Treasury that is valid in New Jersey as listed annually in the U. S. Treasury Circular 570. However, if the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent nationally recognized United States rating company that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the N. J. Commissioner of Insurance N.J.A.C. 11:1-41.1 et seq.

In addition, for those public works project bids, including any and all alternates, is in excess of \$3.5 million, the surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of New Jersey listed annually in U.S. Treasury Circular 570. And, if the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies. Such ratings must meet standards promulgated in N.J.A.C. 11:1-41.1 et seq.

A surety company, which seeks to provide a payment and performance bond in excess of \$3.5 million, is exempt from the requirement of Treasury Circular 570 if it meets standards developed by the Commissioner of Insurance through regulations which, at least equal, and may exceed, the general criteria required for Treasury listing. These standards are found at N.J.A.C. 11:1-41.4.

3.03 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State, County and municipal laws ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full including, but not limited to the "Occupational Safety and Health Act of 1970" P.L. 91-596, as amended.

3.04 PERMITS

The Contractor shall determine which construction permits and licenses shall be needed, and shall procure and pay for all such construction permits, connection fees and licenses necessary for the execution of his work.

3.05 CONTRACT DOCUMENTS

Attached hereto is a Sample "Form of Contract" that the Water Commission will expect to be subject to negotiated modification and to be executed between the Owner and the Contractor.

The Contractor shall execute and return these documents with the required bonds, insurance certificates, affirmative action forms and any other documents required within ten (10) days after receipt of the request for execution.

3.06 NOTICE TO PROCEED

After approval and execution of the contract documents by all parties and a preconstruction meeting, the contractor shall be sent a "Notice to Proceed". This document serves as formal authorization to proceed with the project.

Any and all work performed by the contractor prior to receipt of the Notice to Proceed is at the contractor's risk with no claim against the Owner for such work.

4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

4.01 BIDDER REFERRED TO LAW

The bidder is specifically referred to N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 as amended and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

4.02 SPECIFIC LANGUAGE REQUIRED

In accordance with the Affirmative Action Regulations adopted pursuant to N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27, the following is made a part of this Contract:

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

- a. 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but

not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 non-discrimination clause.

- b. 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 or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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..
- e. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and woman workers is equal to or greater than the applicable employment goal established in accordance with N.J.S.A.17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
 - (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1. To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request the referral of minority and women workers;
2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or sub-contractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A.10:5-31 et. seq.;
6. To adhere to the following procedure when minority and women workers apply or are referred to the contractors or subcontractor:
 - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or sub-contractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - iii. If, for any reason, said contractor or sub-contractor determines that a minority individual or a women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

4.03 CONTRACT PROCEDURES

The Contractor must sign a contract containing the mandatory language in Section 4.02 above entitled "Specific Language Required".

At the time the Owner submits a contract for signing to the construction contractor, the construction contractor shall complete and submit an initial Project Workforce Report Form AA 201. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA 202 once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer.

4.04 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 part of this contract. In providing any aid, benefit or service on behalf of the Owner pursuant to this contract, the contractor agrees

that the performance shall be in strict compliance with the Act. In the event 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 Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, 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 or other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Owner 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 contract. 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 contract, 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 contract or otherwise at law.

FORM OF CONTRACT

TO BE SUPPLIED BY MPWC AFTER PROPOSALS AND NEGOTIATIONS WITH SUCCESSFUL SELECTED PROPOSAL HOWEVER THE CONTRACTOR SHOULD EXPECT IT WILL INCLUDE ALL PROVISIONS REFERENCED IN MPWC DOCUMENTS PRODUCED IN THIS PROCESS INCLUDING THE ITB AND GENERAL CONDITIONS AND AS REQUIRED BY NJ AND US LAW & REGULATIONS.

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I. MAJOR CONSTRUCTION PROJECTS/MAJOR CONTRACTORS

A. General Insurance Requirements

1. The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Merchantville-Pennsauken Water Commission (MPWC) nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the MPWC of original certificates of insurance signed by authorized representatives of the insurers or, at the MPWC's request, certified copies of the required insurance policies.
2. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employer's liability insurance.
3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (60) days prior written notice has been given to the Owner.

Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

4. No acceptance and/or approval of any insurance by the MPWC shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
5. Any deductibles or retention's of (\$5,000) or greater shall be disclosed by the Contractor, and are subject to the MPWC's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
6. Professional Liability Insurance
The Service Provider/ Contractor shall also provide proof of and shall maintain throughout the term of any award that they have Professional Liability insurance of no less than \$2,000,000 which in addition to above will cover damages from the errors or omissions in the performance of professional engineering duties.
All the above stated provisions and requirements apply as well to the policy which covers the professions covered by this contract and program which shall including, but not limited to: engineers, land surveyors, planners, environmental scientists and construction administrators and inspectors; and must identify which of these or other relevant categories of professionals you employ under such coverage on the program.

B. Contractor's Liability Insurance

1. The Contractor shall purchase the following insurance coverages for not less than the limits specified below or required by law, whichever is greater.

Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$2,000,000	general aggregate; and

\$1,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- General aggregate limit applying on a **per project/per location basis**;
 - Liability arising from premises and operations;
 - Liability arising from the actions of independent contractors;
 - Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
 - Liability arising from the explosion, collapse, or underground (XCU) hazards.
 - Limited Pollution coverage at a limit of \$100,000.
2. MPWC shall be named as additional insureds on Contractor's commercial general liability insurance with respect to liability arising out of the Contractor's Work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must so state this. This coverage should be provided and evidence required for a period of two years after completion of the project.
3. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
- Liability arising out of the ownership, maintenance or use of any auto;
 - Auto non-ownership and hired car coverage.
4. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:
- | | |
|-------------|---|
| \$1,000,000 | each accident for bodily injury by accident; |
| \$1,000,000 | each employee for bodily injury by disease; and |
| \$1,000,000 | policy limit for bodily injury by disease. |

Any work performed on or adjacent to navigable waterways require proof of US Longshoreman and Harbor Workers coverage.

5. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
- | | |
|-------------|--|
| \$5,000,000 | per occurrence; |
| \$5,000,000 | aggregate for other than products/completed operations and auto liability; and |
| \$5,000,000 | products/completed operations aggregate. |

Higher limits may be required depending upon the project & exposures.

6. The Contractor shall purchase an Owners, Contractors Protective Liability insurance policy with the MPWC as the named insured in the limit of \$1,000,000 per occurrence / \$2,000,000 aggregate which shall remain in force until the project is completed.

C.

Indemnification

1. The Contractor will protect, defend, indemnify, and hold harmless the MPWC from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees

or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s), and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the MPWC or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor, or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.

D. New Construction/Renovations/Installations - Builders Risk Insurance/Installation Floater (Contractor to Purchase)

1. Contractor shall purchase and maintain builders risk insurance/installation floater on a replacement cost basis with a limit equal to or exceeding the full insurable value of the Work. This insurance shall be maintained until final acceptance of the Work by the MPWC.
2. The Owner must be specifically included as named insured. Subcontractors shall be included by naming them as additional insured.
3. This builder's risk insurance shall include coverage for the following types of property:
 - All structures to be constructed, under construction or already constructed;
 - All materials, equipment, machinery, and supplies which are to be incorporated into the Project.
 - Temporary structures of any nature whatsoever; and
 - Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks, and connections.
4. The builder's risk/installation floater insurance shall be written to cover all risks of physical damage on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted. Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted. Covered causes of loss or covered perils shall include but not be limited to:
 - Theft;
 - Loss or damage that ensues or results from faulty, inadequate or defective design, specifications, construction, materials, or workmanship;
 - Collapse when caused by a covered cause of loss or peril;
 - Explosion;
 - Testing of equipment and other property to be incorporated into the project;

- Mechanical or electrical disturbances or breakdown;
- Flood, sewer or water back-up, subterranean or ground water; and
- Earthquake, mudslide, or earth movement of any kind.
- Building ordinance enforcement.
- Testing exclusion to be deleted.

II. MINOR CONSTRUCTION PROJECTS/MINOR CONTRACTORS -

A. General Insurance Requirements

1. The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the MPWC; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the MPWC original certificates of insurance signed by authorized representatives of the insurers or, at the MPWC's request, certified copies of the required insurance policies.
2. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance.
3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (60) days prior written notice has been given to the Owner.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
4. No acceptance and/or approval of any insurance by the MPWC shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
5. Any deductibles or retention's of (\$5,000) or greater shall be disclosed by the Contractor, and are subject to MPWC written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
6. All insurance coverage shall be with AM Best's rated A- or better insurance companies licensed to do business in the State of New Jersey.

B. Contractor's Liability Insurance

The Contractor shall purchase the following insurance coverage's for not less than the limits specified below or required by law, whichever is greater.

1. Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$2,000,000	general aggregate; and
\$1,000,000	products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- General aggregate limit applying on a **per project / per location basis**
 - Liability arising from premises and operations;
 - Liability arising from the actions of independent contractors;
 - Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
 - Liability arising from the explosion, collapse or underground (XCU) hazards.
 - Limited Pollution Coverage at a limit of \$100,000.
2. MPWC shall be named as additional insured on Contractor’s commercial general liability insurance with respect to liability arising out of the Contractor’s Work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must so state this. This coverage should be provided and evidence required for a period of two years after completion of the project.
 3. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) for bodily injury and personal injury per accident and including coverage for all of the following:
 - Liability arising out of the ownership, maintenance or use of any auto;
 - Auto non-ownership and hired car coverage.
 4. Workers compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including standard “other states” coverage; employers liability insurance or its equivalent with minimum limits of:

\$500,000	each accident for bodily injury by accident;
\$500,000	each employee for bodily injury by disease; and
\$500,000	policy limit for bodily injury by disease.

Any work performed on or adjacent to navigable waterways requires proof of US Longshoremen & Harbor Workers coverage.

5. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000	per occurrence;
\$1,000,000	aggregate for other than products/completed operations and auto liability;
\$1,000,000	products/completed operations aggregate.

6. Insurance provided to the MPWC as specified herein shall be primary. Any other insurance, self insurance or indemnity available to the owner and owners subcontractors shall be excess of and not contributory with insurance provided to the owner and owners subcontractors as specified herein.

C. Indemnification

1. The Contractor will protect, defend, indemnify, and hold harmless the MPWC from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s) and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

2. In any and all claims against the MPWC or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor, or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.

D. Installation

Refer to section D under Major Contracts.

Merchantville Pennsauken Water Commission

REQUEST FOR PROPOSALS

For

**MANAGEMENT AND FULL-SERVICE MAINTENANCE FOR
WATER MAIN ASSET MANAGEMENT**

September 9, 2019

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 (hereafter “Water Commission”) is soliciting proposals from proposed Contractors (hereafter “Contractor”), with both licensed engineering qualifications and general construction capabilities, to be deemed qualified in this process to contract for a long term, full-service condition assessment and water main replacement and rehabilitation program. The professional licensed engineering services are to include, but are not limited to: ongoing prioritization analysis to improve year-by-year the likelihood of failure of specific water mains, annual non-intrusive pipeline condition assessment technology to measure remaining pipe wall thickness, and annual planning and design of pipe rehabilitation and replacement projects. The general construction capabilities involve the ability to efficiently plan, manage, administer, supervise, inspect and complete construction of water main rehabilitation directly or through the use of qualified sub-contractors. The Water Commission intends to develop an ongoing collaborative partnership with the Contractor to guarantee the continual renewal of the distribution system using the best available technology and practices to maximize asset management in terms of cost-effectiveness and dependable production.

SECTION 2: QUALIFICATIONS

The 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. Those responding by submitting Proposals may expect to receive written questions or in person interviews in order to clarify or explain their proposals where the Commission staff has questions regarding the submissions. The highest-ranking respondents will be interviewed to further review their proposals and verify their qualifications. After selection of a provider the Water Commission will negotiate with the selected provider to

finalize the scope of work, fees and specific contractual arrangements. The Water Commission desires to develop an ongoing collaborative partnership with the Contractor to continually explore distribution system upgrades 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 Water Commission 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 Contractor with respect to pipeline evaluations, testing, and main rehabilitation / replacement as related to asset management programs. The annual amount of main evaluated, rehabilitated and replaced shall be specified in the RFP and the eventual contract.
- 3) Demonstration of the capacity and capability of the Contractor to perform and provide the work and services requested and to provide ongoing basic necessary maintenance.
- 4) The Contractor's past record of performance and experience with respect to relevant 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 Contractor's crews and management.
- 6) References from current and former clients. A list of systems that are currently being maintained by the proposer must be submitted; Including the name of the system, contact person, telephone number of contacts, amount of water main inspected and rehabilitated under contract, and copies of the executed contract. A minimum of five (5) systems must be submitted as a minimum to be considered. Any proposed provider with less than five (5) existing maintenance programs will not be considered. **Note: Respondents**

should be advised that the Water Commission considers experience to be an essential and 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 the names and addresses of the individuals placed in charge of 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 and maintain a complete maintenance asset management program which is prioritized around urgency and useful life and is capable of adjusting, that is re-prioritizing as needed throughout the contract term;

10) A copy of the all relevant engineering Licenses **MUST BE** included in the response to this RFP.

11) See Attached Document Submittal Checklist.

B. Contract Terms

At minimum the contract must include all required terms and provisions as set forth in the RFP, General Conditions, Instructions For Bidders, Document Checklist and N.J.S.A. 58:26-25 as well as the attached Amendment & Supplement to Agreement with the MPWC. The Water Commission will require a performance bond for the completion of the contract in accordance with NJSA 58:26-25(e)(8). In addition, a maintenance bond of two years shall be required upon release of the performance bond after the conclusion of the contract to ensure sustainability and quality of all work performed during contract term.

C. Submittal Information

Responses to this RFQ must be submitted to the “**ATTN: Richard Spafford, P.E.**” and clearly marked “**Main Asset Management RFP Response**” no later than **10:00 am prevailing local time on October 4, 2016** to:

Merchantville Pennsauken Water Commission

6751 Westfield Avenue

Pennsauken Township, NJ 08110

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 EMAILED 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 main rehabilitation asset management programs	_____
4) Experience with main rehabilitation	_____
5) Experience with non-intrusive pipeline testing and evaluation	_____
6) Possess necessary State engineering Licenses.	_____
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 ongoing maintenance and service guarantees	_____
11) Proximity of staff and ability to provide service in a timely manner	_____
13) Insurance coverage and limits.	_____
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	_____
18) Prior Outcomes/results from references or experience	_____
	Total Points: _____

MAIN ASSET MANAGEMENT PROGRAM REQUIREMENTS AND PRICE
PROGRAM SUMMARY & OBJECTIVES

The Water Commission's purpose in adopting a water main asset management program is to align the interests of Contractor and Water Commission with accountability for long term results. A detailed familiarity with The New Jersey Water Quality Accountability Act, P.L. 2017, c. 133 (WQAA), enacted on July 21, 2017, which established new requirements for purveyors of public water to improve the safety, reliability, and administrative oversight of water infrastructure is essential to understanding the impetus and the essence of the requirement for the program that the MPWC is seeking with this Public-Private Partnership. The WQAA became effective on October 19, 2017. The full text of the Act is at N.J.S.A. 58:31-1 et seq. The program which the Commission is seeking to implement through this proposed contract will provide a prioritized annual evaluation of water mains, and the rehabilitation or replacement of mains as identified in the evaluation process. The focus will be on assessing and identifying the mains within the system in most need of attention and providing such rehabilitation or replacement. In the Main Asset Management Program submittal, the Contractor will provide an all-inclusive cost to evaluate 13,250 feet of water main per year and then rehabilitate or replace water main found in need of maintenance within requirements of WQAA and as agreed by both parties.

REQUIRED PROGRAM DETAILS

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

A. Water Main Asset Program Details

The scope of this proposal shall be limited to the following:

- Includes annual network condition assessment with machine learning on the 235 miles of the distribution system. Contractor will study and complete where gaps exist in the Water Commission's GIS information to perform a likelihood of failure (LOF) study, consequence of failure study (COF), and risk analysis. Contractor will develop a LOF

map using machine learning analysis to improve results year by year with the capacity to use multiple layers on top of the utility data. Contractor will develop a COF map using an analysis including critical information. Contractor will develop a risk map using an evaluation combining COF and LOF and select each year's focused area for field condition assessment.

- Contractor will complete a minimum of 15,000 feet of non-intrusive pipe condition assessment per year. The Contractor will measure remaining wall thickness and find leaks. The Contractor will confirm pipe condition to precisely determine the pipes most in need of immediate attention. Contractor will provide an annual update of the overall risk study and machine learning system. The Contractor will provide statistics to measure the performance of the asset management program.
- Development of pipe rehabilitation and maintenance plan will include the selection of pipes to be rehabilitated and replaced each year and selection of pipe replacement/renewal method. Contractor will use previous results to develop each year's rehabilitation and replacement plan. Contractor will use an approved decision tree to assign recommended action to each pipe in consultation with Commission.
- Contractor will replace/renew approximately 7,500 feet of pipe on an annual average over the course of the agreement. Final distance will be determined every year depending on pipe diameter and technique to be applied, after pipe inspection and selection. Final decision for replacement or rehabilitation shall be made in conjunction with the Water Commission.

A. Maintenance Program Contract Document

Proposal should include detailed proposed contract terms in addition to those included in this RFP. The proposal must include a detailed fee schedule with a not to exceed inflationary adjustment factor so the WATER COMMISSION can calculate future maintenance cost for the term of the agreement. 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 WATER COMMISSION may take for cancellation of the contract at its convenience after that first year. **In the event that New Jersey Department of Environmental Protection (NJDEP) rules or publishes that it no longer considers that the components of this program satisfy WQAA requirements, or any new regulations forbid anything in this agreement, both parties agree that the contract will be cancelled upon mutual advance notice.**

Otherwise, the Contractor may never cancel the contract for any reason other than non-payment by the WATER COMMISSION.

C. Prevailing Wages

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

D. Annual Fees / Payments

A central premise of the desired maintenance program is to flatten the long-term budget for main replacement and provide “not-to-exceed” pricing. The proposal shall detail the annual fees for supplying the professional services of the main asset management program. 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.

E. 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.

F. Insurance

Each proposer shall submit a detailed but sample insurance certificate that reflects the following. This insurance certificate should detail all levels of insurance that may be required by the 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. All proposed contractors shall provide proof of a CGL policy with coverage no less than \$5,000,000.00 per occurrence/10 million aggregate as well as general indemnification of the Water Commission for all contract related activities. In addition, all proposed contractors 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 the submission in response to the RFP. The WATER COMMISSION must be named as additional insured on the final certificate to be provided prior to start of work.

PUBLIC-PRIVATE PROPOSAL

RFP DOCUMENT SUBMISSION CHECKLIST

Merchantville-Pennsauken Water Commission
(Name of Local Contracting Unit)

WATER MAIN ASSET MGMT. REHAB &
REPLACEMENT PROGRAM
(Name of Project)

-2019
(Project Number)

A. Failure to submit the following documents is a mandatory cause for the PROPOSAL to be rejected.
(N.J.S.A. 40A:11-23.2)

Required with
Submission of PROPOSAL
(Owner’s checkmarks)

Initial Each Item
Submitted With PROPOSAL
(Submitter’s Initials)

X	Bidder’s acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	A statement of corporate or LLC ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> as amended (Stockholders or Ownership Statement or SEC Filing or link)	
X	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u> (Subcontractor’s Declaration)	
	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Bond, Certified Check or Cashier’s Check)	N/A
	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u> (Consent of Surety)	N/A
X	IRAN Certification <u>regarding Disclosure</u>	
X	Statutory anti-discrimination language agreement form – NJSA 10:2-1	
X	Annual Political Contribution Disclosure NJSA 19:44A-20.27	
X	Pay to Play forms and instructions – NJSA 19:44A-20.26	

B. Failure to submit the following documents may be a cause for the PROPOSAL to be rejected. (N.J.S.A. 40A:11-23.1b.)

Requested with Submission of PROPOSAL (Owner's checkmarks)		Initial Each Item Submitted With PROPOSAL (Submitter's Initials)
X	Background Questionnaire	
X	Debarred List Affidavit	
X	Submission of a Non-Collusion Affidavit (this form must be notarized)	
X	Affirmative Action Requirements	
X	Bidder Certificate showing ability to perform contract, pursuant to <u>N.J.S.A. 40A:11-20</u>	
X	PROPOSAL Forms /PACKAGE	
X	Public Works Contractor Registration Form (submission due prior to award)	
X	New Jersey "Business Registration Certificate" Form NJSA 52:32-44 (submission due prior to award)	

C. WILL BE SUPPLIED PRIOR TO COMMENCEMENT OF INDIVIDUAL PROJECTS UNDER THIS PROGRAM:

1. Owner's Statement with respect to N.J.S.A. 40:11-23.1c: See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of PROPOSER: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Merchantville-Pennsauken Water Commission
(Name of Local Contracting Unit)

Valve Exerciser Trailer
(Name of Project)

04-2019
(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

STATEMENT OF CORPORATE or LLC OWNERSHIP

Check appropriate box:

- Corporation Partnership LLC Sole Proprietor

N.J.S.A. 52:25-24.2 (as amended 8/31/2016 by P.L.2016, c.43) reads in part that “no corporation, partnership or limited liability company shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, . . .or by any authority, board or commission which exercises governmental functions unless prior to the receipt of the bid of the corporation, partnership or limited liability company there is submitted to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of stock or interest in the corporation or partnership or of all members in the limited liability company who own a 10 percent or greater interest in that limited liability company.”

1. If the bidder is a partnership or LLC, then the statement shall set forth the names and addresses of all partners or members who own a 10% or greater interest in the partnership or the LLC.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock in any class. In the alternative, a publicly traded the corporation may submit its current SEC filing that includes its owners lists or links to its SEC filings that comply with the recently amended and referenced state statute.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below.

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders, Partners or Members owning 10% or more of the company submitting bid:

1. NAME _____

ADDRESS _____

2. NAME _____

ADDRESS _____

3. NAME _____

ADDRESS _____

4. NAME _____

ADDRESS _____

5. NAME _____

ADDRESS _____

Signature _____

Date _____

II. No Stockholder, Partner, or Member owns 10% or more of the company submitting bid:

Signature _____

Date _____

III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature _____

Date _____

IV. Bid is being submitted by a corporation or partnership that operates as a (check one of the following):

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

1. NAME _____

ADDRESS _____

2. NAME _____

ADDRESS _____

3. NAME _____

ADDRESS _____

4. NAME _____

ADDRESS _____

5. NAME _____

ADDRESS _____

Signature _____

Date _____

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word **“IN-HOUSE”** next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve the any of the specialty trade categories below, please insert the word **“NONE”** in each appropriate space provided.

Plumbing and Gas Fitting and All Kindred Work:

Name _____ Phone # _____
Address _____
License Number: _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating:

Name _____ Phone # _____
Address _____
License Number: Not Applicable

Electrical Work: _____

Name _____ Phone # _____

Address _____

License Number: _____

Structural Steel and Ornamental Iron Work: _____

Name _____ Phone # _____

Address _____

License Number: Not Applicable

BID SECURITY

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waiveable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ _____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,

(Name) **SAMPLE**

_____ (Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting

Agency) _____

for:

(Project) _____

is awarded to

(Bidder) _____

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20____.

_____ INSURANCE COMPANY
(Name)

By _____

(Name)
Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, P.L. 1999, Ch. 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act, “P.L.1963, c.150 (C.34:11-56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn
before me this ____ day
of _____ 20 ____.

Notary Public of _____

My Commission Expires _____, 20____.

Signature

Name and Title
(Type or Print)

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004, Ch. 57 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

“Contractor” means a business organization that seeks to enter, or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceed 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch. 57.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's “Business Registration Certificate”. No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn
before me this ____ day
of _____ 20 ____.

Notary Public of _____

My Commission Expires _____, 20 ____.

Signature

Name and Title
(Type or Print)

BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company _____

Name and address of officers: _____

President _____

Vice President _____

Secretary _____

Treasurer _____

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? _____

2. How many years experience in this type of construction work has your organization had? _____

1. What are the latest projects (within the last five years) your organization has completed?
(Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	_____	_____

Name and Address

Telephone No.

- C. _____
- D. _____
- E. _____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? _____
If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years) ? _____
If so, state the name of individual, position and the name of the other organization

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)? _____
If so, where and why? _____

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Background Questionnaire

Page 3

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____		\$ _____
_____		\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE NEW JERSEY

SS

COUNTY OF _____

I, _____ of the City/Town/Township/Borough, etc. _____ in the County of _____ and the State of _____ full age, being duly sworn according to law on my oath depose and say that:

I am _____ an officer of the firm of _____

_____ the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the _____, as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name, Telephone No., Fax No. and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and sworn
before me this _____ day
of _____ 20 __ .

Notary Public of _____

My Commission Expires _____, 20 ____.

NON-COLLUSION AFFIDAVIT

STATE OF _____: SS.
COUNTY OF _____:

I, _____ of the (City, Town, Township, Borough, etc.)

of _____ in the County of _____ and the

State of _____, of full age, being duly sworn

according to law on my oath depose and say that:

I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent, fee except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of Bidder)

(N.J.S.A. 52:34-15)

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this ____ day of _____ 20__,

Notary Public of

My commission expires:

(Date)

AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

“Bidder are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Subscribed and sworn to before
me this _____

_____ day of _____, 20__ ,

Notary Public of _____

Signature

Name & Title
(Type or Print)

My Commission expires:

Date

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

AFFIDAVIT

I, _____ of the (City, Town, Township, Borough, etc.)

of _____ in the County of _____ and the

State of _____ of full age, being duly sworn

according to law on my oath depose and say that:

- 1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

_____ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

_____ I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

SEAL

Title:

Name of Company

Subscribed and sworn to
before me this ____ day
of _____ 20__,
Notary Public of _____

My commission expires:

(Date)

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 the MPWC 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 MPWC to notify the MPWC 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 the MPWC and that the MPWC at its sole option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____



Proposal for

MANAGEMENT AND FULL-SERVICE MAINTENANCE FOR WATER MAIN ASSET MANAGEMENT

Merchantville-Pennsauken Water Commission (MPWC), NJ | November 27, 2019





MPWC
MERCHANTVILLE - PENNSAUKEN
WATER COMMISSION

Proposal for
MANAGEMENT AND FULL-SERVICE
MAINTENANCE FOR WATER MAIN
ASSET MANAGEMENT

MERCHANTVILLE-PENNSAUKEN WATER COMMISSION (MPWC)
WATER UTILITY COMPANY
PENNSAUKEN TOWNSHIP, NEW JERSEY

SUBMITTED BY: SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE Co., INC.
ADDRESS: 1230 PEACHTREE STREET NE, SUITE 1100, ATLANTA, GA
PHONE: (855) 526-4413



November 27, 2019

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EXECUTIVE SUMMARY

As the largest provider of asset maintenance programs for the potable water industry within the United States, SUEZ Advanced Solutions provides both valuable services and specialized programs to assist in the suitable management of assets. SUEZ's goal is to provide the highest value of services possible to allow the Merchantville-Pennsauken Water Commission (MPWC) to invest capital and operating funds for the maximum benefit of its fixed distribution assets and to build a long-standing partnership to ensure the successful maintenance of water system assets.

With major service centers and experts located throughout the country to provide dependable and efficient responses to our valued customers, our local presence and highly qualified crews deliver the high-quality results expected by our many customers. Our team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water systems and infrastructure in the State of New Jersey and the northern region of the United States, ensuring that water system assets are fully protected and maintained on an ongoing and consistent basis.

Our background and experience with all pipe styles and sizes allows SUEZ to comfortably accept the risks associated with the ongoing maintenance of water system pipelines. SUEZ protects over 8,000 assets nationally with full

service maintenance and asset management programs. These ongoing programs center on long-term partnerships with our customers with a consultative philosophy and approach to solving problems.

IN SUPPLEMENTING OUR ASSET MANAGEMENT PROGRAM AND ITS COMMUNICATIONS DIVISION, SUEZ ADVANCED SOLUTIONS AND OUR TEAM OF EXPERTS HAVE THE CAPABILITY TO ADDRESS ANY SITUATION REGARDING ALL PIPE REPAIRS, REHABILITATION, PREVENTATIVE MAINTENANCE, SPRAY-IN-PLACE PIPE (SIPP) REHAB, NETWORK ASSET MANAGEMENT, AND EMERGENCY SERVICES.

We have inspected and assessed the condition of the 235 miles of pipelines in the MPWC water system and created a customized program which will maintain assets in sound condition structurally and operationally, all while ensuring pipelines remain compliant with AWWA, OSHA, EPA, NACE, and SSPC specifications. Under SUEZ's program, the MPWC retains ownership of the assets and transfers the maintenance risks to SUEZ. SUEZ's program allows the MPWC to spread continuous costs of maintenance over an extended period of time, making annual budgeting sustainable and cost-effective.

MERCHANTVILLE-PENNSAUKEN WATER COMMISSION (MPWC), NJ



When inspecting and assessing the condition of the pipeline assets specified by the MPWC, not only will all pipelines be assessed for compliance with AWWA, EPA, NACE, OSHA, and SSPC standards, but they will also be completed in adherence with the schedule set forth by the MPWC. The MPWC will also be provided with a detailed condition assessment report documenting the inspection findings and services completed.

It provides an overview of our qualifications and experience, our advanced technological capabilities, the vast resources and expertise we provide, and our strong commitment to our valued customers.

The SUEZ detailed *Proposal for Management and Full-Service Maintenance for Water Main Asset Management* outlines the specialized Full-Service Pipeline Maintenance and Asset Management Program created for the MPWC.





advanced solutions

utility service group

COMPANY PROFILE

SUEZ Advanced Solutions focuses on providing sustainable asset management, water quality and conservation services, and our specialized solutions to the U.S. water industry. Since 1963, our team has provided a full range of potable water storage asset maintenance services. In 1985, we extended the value of services offered to our customers with our revolutionary asset maintenance program, allowing owners to transfer all future risks of asset ownership, including all asset repairs, rehabilitation, and maintenance to SUEZ. Our asset maintenance programs provide long-term sustainability and operational support to our customers.

In 2008, Utility Service Co., Inc. was acquired by SUEZ, expanding both our capabilities and resources with additional global resources, advanced technologies, information systems, and strategic solutions necessary to address the current challenges facing U.S. water and wastewater utilities. Leveraging the extensive knowledge and lessons learned from SUEZ and our sister companies around the world, we are able 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, and extend the useful life of utility assets to ultimately improve water quality.

MERCHANTVILLE-PENNSAUKEN WATER COMMISSION (MPWC), NJ

GASB 34 COMPLIANCE

The SUEZ asset maintenance program is fully compliant with the GASB 34 Asset Management System Modified Approach to valuing assets. Our team is experienced with this method and has provided this option to our customers since the implementation of our full-service asset maintenance program. This includes specifying water main pipeline coating renovation cycles, regular condition assessment cycles, condition rankings of assets, measurement scales, and summary reports of this information.

➤ A sample GASB 34 Compliance letter is included in the Appendix of this Proposal.



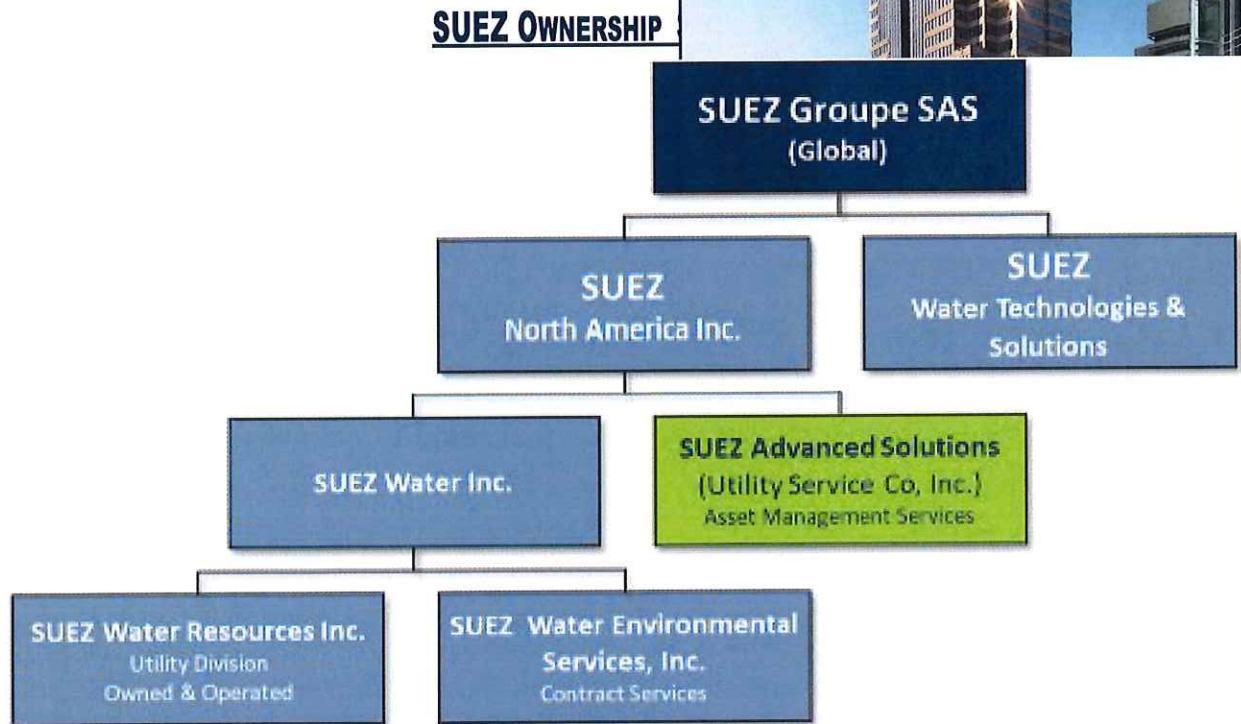
COMPANY STRUCTURE

SUEZ within North America dates back to the founding of Hackensack Water Company in 1869. Since, SUEZ has grown into one (1) of the nation's largest and most technologically advanced water service companies.

SUEZ Advanced Solutions was formed in 1963 as Utility Service Co, Inc. and, in 2008, became a wholly-owned subsidiary of SUEZ North America Inc. SUEZ Advanced Solutions delivers advanced service solutions to minimize capital and operational expenses, improve the system operations and performance, extend the useful life of utility assets, and ultimately improve water quality.

SUEZ Advanced Solutions and SUEZ Water Inc. (Utility & Contract Services Divisions) are wholly owned by SUEZ North America Inc.—operating through three (3) major companies across all 50 states and Canada with 3,260 employees that are dedicated to environmental sustainability, as well as smart and sustainable resource management.

SUEZ Advanced Solutions is headquartered at:
1230 Peachtree St NE, Suite 1100, Atlanta,
GA 30309.



FINANCIAL STABILITY

With over 150 years of industry experience, a parent company with total assets worth \$4.1 billion and consolidated revenue of \$1.064 billion in 2017, we have the financial strength and stability—as well as access to capital—that is required by the MPWC. Also, SUEZ has never defaulted on a project, nor failed to complete a project.

- *The fully audited financial statements of SUEZ North America and its subsidiaries (SUEZ Advanced Solutions | Utility Service Co., Inc., etc.) can be obtained by the MPWC upon request.*

SUEZ Advanced Solutions has successfully worked with thousands of utilities on critical water infrastructure issues. The company has provided cost-effective solutions to solve any water quality and compliance issues and has the capability to address the need for overdue maintenance investment and infrastructure

renovations. Both our creative programs and innovative pricing structures have allowed countless municipalities to tackle significant water and wastewater infrastructure problems while minimizing the financial burden for both their customers and taxpayers.

SUEZ NORTH AMERICA FACTS & FIGURES

Utility Experience:	149 Years
O&M Contract Experience:	49 Years
Employees:	3,260
Assets:	\$4.1 Billion
Revenue:	\$1.064 Billion
Population Served:	6.4 Million
O&M Contracts:	69
Regulated Utilities:	15
Industrial & Municipal Sites:	16,000
Global R&D Budget:	\$142 Million

In 2018, SUEZ North America was deemed the **number one (1) leading all-environmental firm** according to a survey by the publication **Engineering News Record** based on revenue and including our operations in North America for water, wastewater, solid waste treatment services, water technologies, and innovative water solutions.

In 2017, SUEZ was recognized as the **Smart Water Company of the Year** at the **Global Water Awards**—the world's largest global event for the Water Industry—based on operating performance, innovative technology adoption, and the use of sustainable financial models:

- Over 3,000,000 smart water meters deployed globally
- Over 200,000 smart meters deployed across the largest network in the United States
- 1,000 square miles covered across 150 cities and towns
- Up to 38% reduction in water loss and 5% in demand
- Vast experience with all major meter, AMI manufacturers, and billing vendors

In addition, we were recognized with the **Utility Industry Innovation in Water & Sewer Award** by the **National Association of Regulatory Utility Commissioners** for our state-of-the-art deployment of our Smart Utility Network.

BENEFITS OF WORKING WITH SUEZ

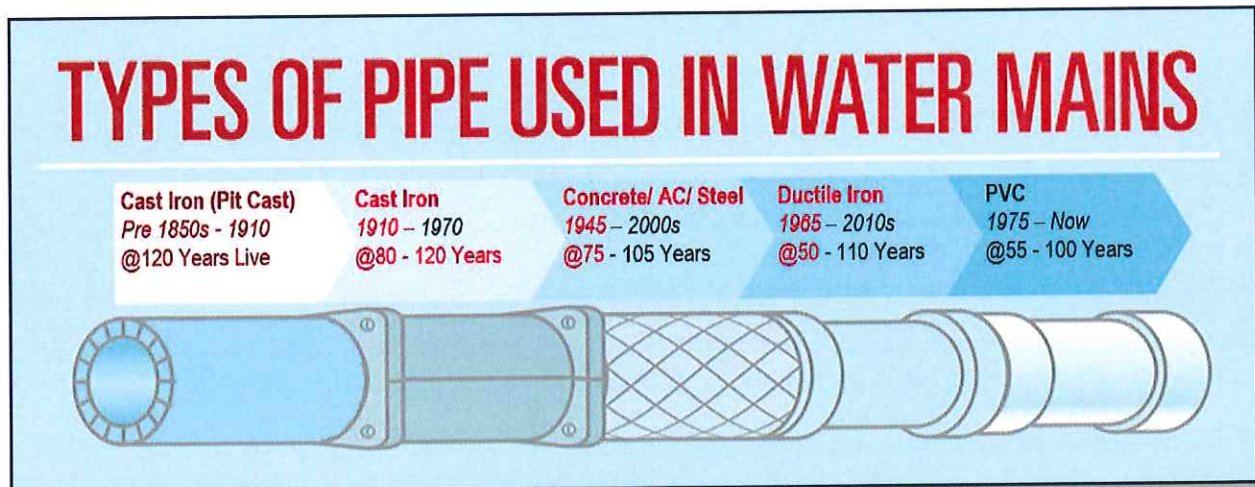
- ONE (1) POINT OF CONTACT
- QUALIFIED SUB-CONTRACTORS & TECHNOLOGY PARTNERS
- FIXED PRICE BASED ON A PREDETERMINED SCOPE OF WORK
- ASSESSMENT PLAN BASED ON OPERATIONAL NEEDS



From pipelines to network management, SUEZ Advanced Solutions provides integrated solutions built around your water system. Beyond our signature pipe asset maintenance program, we offer maintenance programs for water tanks, water meters, filtration systems, and concrete assets. Our asset maintenance programs restore aging infrastructure to full operability and extend the life of assets with preventative maintenance and condition assessments.

SUEZ helps utilities manage increasing regulations and operational costs by assuming the risk of maintaining assets and providing a predictable annual cost. In addition to our asset maintenance programs, SUEZ offers services focused on improving water quality, such as: Mixing Systems and Trihalomethane (THM) Removal Systems (TRS) to reduce Disinfection Byproduct (DBP) levels in the water distribution system; Spray-in-Place Pipeline (SIPP) Relining and Rehabilitation to repair aging underground pipes with low costs and minimal water distribution system downtime; and our AQUADVANCED software that optimizes water system operations by providing a centralized view of distribution networks, service calls, and system performance in real time.

To ensure our program will maintain the highest level of water quality and operational efficiencies, SUEZ will collaborate with MPWC operators and managers to execute the services provided under the agreed-upon scope of work. The success of our maintenance program is driven by collaboration, where the MPWC and SUEZ team together to maintain assets. Our comprehensive model allows the transfer of risk and accountability to SUEZ to successfully maintain pipes with a strategy allowing the MPWC to plan and budget effectively.



CAPABILITY & TECHNOLOGY

SUEZ Advanced Solutions | Utility Service Co., Inc.—a C-Corporation—employs over 600 individuals dedicated to managing and maintaining water system assets. Our collaborative teams include highly qualified experts in asset management, project management, and technology development.

- Resumes for members of our pipe asset management team can be found in the Appendix

ENGINEERING

The engineering team—under the leadership of Mr. Jason Saylor, P.E.—serves as the technical resource for the company, providing the engineering support for all areas of our asset management programs. The engineering staff has over 30 years of combined experience in both the evaluation and maintenance of water infrastructure assets and water treatment facilities. The engineering staff also provides specific project support through the development of technical engineering documents that may be required for the delivery of projects, such as any technical installation details, permitting for regulatory compliance, and any plans needed to implement maintenance services.

- Mr. Jason Saylor is a Licensed Professional Engineer



SUEZ ENGINEERING D

Jason Saylor, P.E. BS Civil Engineering, Penn State University	Director of Engineering
Petar Kovacevic, E.I.T. BS Civil Engineering Technology, Southern Polytechnic State University	Project Engineer III
Christie Houseman, E.I.T. BS & MS Environmental Engineering, Mercer University	Project Engineer II

ADDITIONAL IN-HOUSE RESOURCES	
Jonathan Cato BS Materials Science Engineering, Georgia Tech	Senior Vice President (Lines of Business, Operations, & Engineering)
John Linder BS Paper Science & Chemical Engineering, Miami University (Ohio)	Director of Concrete & Plant Rehabilitation (CPR) Director of Spray-in-Place Pipeline (SIPP) Rehabilitation
Chad Atcheson MS Civil Engineering, Auburn University	Manager of Network Asset Management (NAM)

EMPLOYEES

- Number of direct employees: 647
- Number of Professional Engineers on staff: Two (2)
- Number of Structural Engineers on staff: One (1)
- Number of Certified Welders on staff: 42
- Number of subcontractors: 50+ nationwide
- Number of independent contractors: 96 nationwide



INSPECTORS

- Number of NACE Certified Inspectors on staff: 38
- Number of SSPC Certified Inspectors on staff: 41
- Average years of experience for an inspector: 15 years
- Our certified inspectors are SUEZ employees, not contractors.

REPAIR/SERVICE CREWS

- Number of repair/service crews: 30+
- Average number of people on a repair/service crew: Minimum of three (3) at all times
- Average years of experience for a repair/service crew member: Ten (10) years
- Our repair/service crew members are both SUEZ employees and independent contractors.



SERVICE CENTERS

The services provided to the MPWC will be conducted by personnel that is both trained and qualified. Our experienced, fully-trained crews will perform pipeline repairs, asset condition assessments, water main coating services, pipe rehabilitation maintenance, and network asset management in accordance with the project specifications. NACE-certified field personnel will verify the blasting, priming, and finish coat applications at critical phases to ensure compliance with project specifications and quality results.

Twenty-four (24) service centers are on a timely basis. These include local (3), North Carolina (1), Indiana (3), Illinois (1), Colorado (1), and California (2). storage assets for more than 4,000 in. diameter and municipal customer materials. Teams include 120+ coating crews, 30 field service crews, 40+ certified welders, and other qualified support teams.



We have multiple service centers in the northern region of the United States that can service the MPWC, with our Lowellville, Ohio, facility being closely situated to the MPWC. These service centers are responsible for the successful maintenance and operability of hundreds of water system assets in the northern region of the United States, and the qualified teams have extensive project experience and specialized knowledge of the characteristics and conditions associated with water system assets, systems, and infrastructure in the State of New Jersey. They manage and maintain the operability of countless assets under our asset maintenance program in the northern region of the United States and provide a surplus of condition assessments on an annual basis. The service center teams' expertise and insight into evaluating project costs ensure the MPWC that water assets will be maintained and managed to the highest possible standard and in the most efficient and cost-effective manner possible.

QUALIFIED SUBCONTRACTORS

COMPANY	HEADQUARTERS
Fracta, Inc.	2400 Broadway, Suite 220, Redwood City, CA 94063
Echologics (Mueller Water Products)	1200 Abernathy Road, NE, Atlanta, GA 30328
South State, Inc.	202 Reeves Road, Bridgeton, NJ 08302
Falasca Mechanical, Inc	3329 North Mill Road, Vineland, NJ 08360

MANAGEMENT TEAM

The management team at SUEZ Advanced Solutions is committed to providing valuable services to our customers and improve the operability of water systems in the safest and most cost-effective manner. The goal of the SUEZ management team is to provide full asset management solutions to our customers, from services provided by certified field personnel to one-on-one, individualized support and assistance meeting regulatory compliance. Our management team is also committed to supporting the long-term financial stability of our customers by: offering the ability to spread the cost of initial renovations over an extended period, assisting in budget planning efforts, and utilizing long-term contracts to control costs.

Our management team includes highly experienced individuals in the water and asset maintenance industry who are experts in their respective fields.

- **Mr. Edward Faust**—Vice President (North Region)—has over 30 years of asset management, environmental operations, and business development experience within the United States potable water industry.
- **Mr. Mark Coose**—Director of Operations (North Region)—has extensive experience in asset management and water system operations. He works directly with service center managers and inspectors to plan and execute the renovation work and maintenance services under our asset maintenance program while providing his expertise and support directly to customers.
- **Mr. Christopher Quinn**—Director of Sales (North Region)—has over 25 years of sales, asset management, environmental operations, and business development experience within the United States potable water industry and holds a bachelor's degree in Business Administration from Delaware Valley University.
- **Mr. Jonathan Cato**—Senior Vice President (Lines of Business, Operations, & Engineering)—possesses over 15 years of experience in water system asset management and holds a degree in Materials Science Engineering from the Georgia Institute of Technology.
- **Mr. John Linder**—Director of Concrete and Plant Rehabilitation (CPR) & Spray-in-Place Pipeline (SIPP) Rehabilitation—has over 30 years of experience in protective coatings for water and wastewater system assets and holds a degree in Paper Science & Chemical Engineering from Miami University (Ohio).
- **Mr. Chad Atcheson**—Manager of Network Asset Management (NAM)—has over eight (8) years of experience in pipe rehabilitation, condition assessments, and trenchless technology and holds a master's degree in Civil Engineering from Auburn University.

PROJECT MANAGEMENT

Project managers for the northern region of the United States work under the oversight of our engineering department to help control costs, keep projects on schedule, and communicate with the customers to execute project objectives. Mr. **Chad Atcheson**—Manager of Network Asset Management (NAM)—will serve the MPWC as the Project Manager for the services associated with this *Proposal for Management and Full-Service Maintenance for Water Main Asset Management*.

CERTIFIED FIELD PERSONNEL

The SUEZ team of full-time, certified field personnel hold credentials from training, certifications, and practical experience gained from work within the industry. Certified field personnel are on-site throughout the renovation and maintenance process; they will monitor, inspect, measure, document, and advise crews to ensure the work performed and completed meets the highest level of quality. Our teams also help keep projects schedules and completion on-time and cost-effective.

NACE-CERTIFIED FIELD PERSONNEL					
INSPECTOR	CERTIFICATION	STATUS	INSPECTOR	CERTIFICATION	STATUS
Jimmy Asher	#47845	Level I (1)	Richard Longstreet	#	
Patrick Bannon	#69747	Level I (1)	Kenneth Lunetta	#3199	Level III (3)
Shane Bell	#27553	Level II (2)	Dean Marantis	#25334	Level I (1)
Ian Brady	#296911	Level I (1)	Bob Matthey	#51737	Level II (2)
Doug Brandt	#17697	Level II (2)	Chad Merithew	#8874	Level II (2)
Bob Budney	#12385	Level I (1)	David Merithew	#3201	Level I (1)
Dan Burgess	#27552	Level II (2)	Angelo Missos	#25335	Level III (3)
Brian Bymaster	#45506	Level II (2)	Bryan Morrow	#9135	Level III (3)
Johnny Clark	#47947	Level I (1)	Richard Pena	#62116	Level III (3)
Billy Cobb	#27243	Level I (1)	Clint Pritchard	#17409	Level III (3)
Mike Cooke	#22321	Level I (1)	Brian Radde	#50484	Level II (2)
Justin Corder	#61740	Level I (1)	Vince Sanchez	#9654195	Level I (1)
Marquis Cuffee	#47623	Level I (1)	Jeff Simpkins	#24842	Level III (3)
Tony Garner	#17359	Level II (2)	Andrew Smith	#27253	Level III (3)
Geoffrey Hall	#10144	Level III (3)	John Sullivan	#1275	Level I (1)
Kevin Hamilton	#1209100	Level I (1)	Jason Tamez	#69502	Level I (1)
Bill Hammond	#7839	Level III (3)	Travaris Veal	#690896	Level I (1)
Craig Henderson	#27245	Level III (3)	Rob Weaver	#17372	Level III (3)
Darren Jackson	#5084	Level III (3)	Cliff Wheeler	#63367	Level I (1)
Kurt Kwiatkowski	#57908	Level III (3)	Brad Winkeler	#27255	Level III (3)
Tony Kyne	#27559	Level II (2)	Michael Winkeler	#27565	Level II (2)

SSPC-CERTIFIED FIELD PERSONNEL (C-3 & C-5 SUPERVISOR/COMPETENT PERSON TRAINING FOR DELEADING OF INDUSTRIAL STRUCTURES)	
INSPECTOR	INSPECTOR
James Bigley	Ismael Martinez
Brian Bymaster	Michael May
Johnny Clark	Martin Mehley
William Cobb, Jr.	Chad Merithew
John Crook	David Merithew
Thomas Daley	Bryan Morrow
Daniel Demyan	Christopher Patterson
Curt Dimsdale	Richard Pena
Elias Doropolous	Clint Pritchard
Timothy Ely	Brian Radde
Steve French	Ralph Santiago
David Glazier	Daniel Sepesy
Geoffrey Hall	David Sepesy
Kevin Hamilton	Jeff Simpkins
Craig Henderson	Justin Stysliger
Christopher Kelley	Vincent Szewczyk
Louis Kindinis	George Trikalis
Kurt Kwiatkowski	James Tsikouris
Benjamin Law	Brad Winkeler
Dustin Lehman	George Xenikis
Steven Lewis	—

WATERSYSTEMCONSULTANTS

Our water system consultants are unmatched in both their experience and knowledge in the potable water and asset management industry, as well as the regions they service. Water system consultants are local and live in their respective territories to provide quick response times to customers and specialize in the issues facing the communities they serve.

Mr. Joe Jasinski—dedicated water system consultant for the State of New Jersey—has seven (7) years of experience. He is available to the MPWC for all project consultation, to answer questions, provide information about other water services, and serve as a constant resource in all aspects of water systems, pipe maintenance, and asset management.

CUSTOMERSERVICE

Timely support is critical to the successful management of water system assets. With 50 years of combined experience working with SUEZ customers, our skilled team of dedicated customer service representatives specializes in supporting municipal and industrial water system customers. Our reps provide financial information based on each customer's fiscal year to aid with budget planning and serve as the point of contact for emergency repairs and service requests outside of the regularly scheduled maintenance. Our customer service representatives provide insurance, inspection reports, service records, contract documents, safety information, and other documentation to assist the MPWC with regulatory reporting and compliance.

Mrs. Carolyn Griner—SUEZ customer service representative for the northern region of the United States—will serve as the dedicated customer service representative for the MPWC. Her experience and expertise allow her to provide both customized support and effective solutions. Mrs. Griner can be reached at (800) 942-0722.

ASSET MANAGEMENT SYSTEM

We will work with the MPWC to provide all reports and documentation, as well as other information, with ease and efficiency.

We utilize the Oracle database software to manage our professional asset maintenance programs, resources, and records.

The SUEZ certified team of inspectors utilizes ProntoForms when completing any condition assessment reports, allowing them to transmit data directly to our servers and provide both rapid and efficient responses to our operations team and customers.

Field	Value
Customer Name	DIVERSBURG SUBURBAN
Customer Number	0001
Customer FIC	
Task Information	0602 1654 9243 UPPER CH. TR. ROW GASITY TANK W/TO STAFF WPT
Billing Address	0041 1005 HIGHWAY 51EYPAS P.O. BOX 654 DIVERSBURG, TN, 37025, U
Estimate Number	
Order Type	
Estimate Date	11-03-2015 10:30:22
Price List	
Substances	
Estimate Status	
Bid Due Date	11-03-2015 10:32:54
Stop to Contact	
Bill to Contact	

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 (1) of the most reputable names within the industry: **Marsh USA Inc.** Notably, our unmatched pollution liability coverage is \$10,000,000—an unprecedented sum for the industry—as well as \$20,000,000 of excess/umbrella coverage.

- A copy of our insurance certificate can be found in the Appendix section of this detailed Proposal for Management and Full-Service Maintenance for Water





CUSTOMER REFERENCES

SUEZ Advanced Solutions has completed over \$600 million in water asset projects over the last five (5) years. Our goal is to provide comprehensive asset management solutions to ensure the long-term success of our customers, as well as their water system assets. Our expertise in rehabilitation and preventative maintenance extends the usable life of assets and eliminates the risks associated with the run-to-failure approach. Below are just a few of our asset maintenance program customers in the State of New Jersey and the north region of the United States.

PIPELINE OWNER	STATE	CONTACT	PHONE	PIPELINE LENGTH
MPWC	NJ	Jeffrey Whalen	(856) 663-0043	371' of 6" CI
AQUA	OH	Richard Lester	(740) 383-0974	330' of 8" CI
AQUA	OH	Kenny Day	(330) 397-0797	635' of 8" CI & 300' of 6" CI
City of Fort Lupton	CO	Roy Vestal	(303) 857-9442	1,500' of DI & 200' of PVC
City of Greer	SC	Mark Harvey	(864) 430-6583	3,100' of 6", 475' of 8", 650' of 10" CI
City of Sioux Falls	SD	Greg Anderson	(605) 373-6944	2,311' of 20" DI & 141' of 16" DI
AQUA	PA	Craig Reduzzi	(610) 746-0652	1,500' of 20" STL
City of Ringgold	GA	Dan Wright	(706) 935-3061	538' of 12" DI
City of Keene	NH	Kurt Blomquist	(603) 352-6550	2,505' of 6" CI
City of Youngstown	OH	Eugene Leson	(330) 743-5338	3,240' of 6" CI



PIPELINE SERVICES

WATER MAIN & PIPE ASSET MANAGEMENT

The SUEZ Pipe Asset Management Program (PAMP) helps you optimize the use of your annual pipe renewal budget. After identifying and prioritizing the most critical pipes in your system, our proven operational expertise and extensive portfolio of water main condition assessment and rehabilitation technologies will execute the most cost-effective corrective action for each pipe. We will optimize your Return on Investment (ROI), ultimately investing in the right place with the right technology to increase your pipe renewal ratio.

SUEZ MUNICIPAL PIPE SERVICES

Our PAMP is a strategic process that helps optimize water infrastructure investments by prioritizing work on the most critical underground assets in your system.

We use state-of-the-art machine learning and other technologies to conduct a water main condition assessment to estimate the condition of your water pipe network in terms of business risk. Then we schedule a water main inspection in the top priority areas to determine the condition of your pipes before deciding on the corrective action for each pipe segment: clean, repair, replace, or defer. Addressing those critical water distribution assets first drives down operational costs and reduces water main break rates. Our experienced field crews execute the planned pipe rehabilitation and replacement work using our extensive portfolio of maintenance technologies.

VALUE OF SUEZ PIPE ASSET MANAGEMENT PROGRAM

- **REDUCES** investment needs (decisions based on pipes actual condition; no guesses)
- **ELIMINATES** expenses in the wrong places
- **MINIMIZES** risks by targeting most critical assets
- **EXTENDS** the life of your water distribution and transmission network

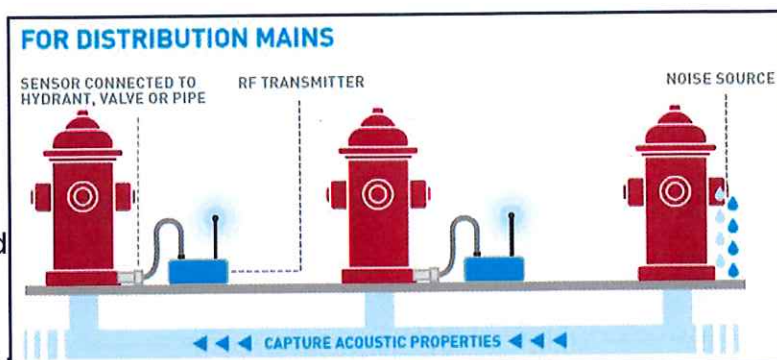
PIPE SERVICE TECHNOLOGIES

ePULSE®

ePulse® Condition Assessment is applicable to cast iron, asbestos cement, and concrete water pipes. As a pipe degrades—through corrosion for example—the velocity at which sound waves travel through the pipe decreases linearly, forming the basis for ePulse® technology. ePulse® pipe condition assessment services measure the average minimum pipe wall thickness over a length of pipe between two sensors. ePulse® pipe wall thickness measurements are accurate to within ten percent (10%) of actual pipe wall thickness.

ePulse® condition assessment is performed by bracketing a section of pipe between two (2) sensors by attaching to appurtenances on the pipe. An out-of-bracket noise source is then located or created (by tapping on a hydrant or flowing a hydrant).

Field teams measure the distance between the two (2) sensors, and use the time taken for the acoustic signal to propagate between the two (2) sensors utilizing the LeakFinder software. By using the equation of velocity ($v=d/t$)—and taking the bulk modulus of the fluid and the elastic modulus of the pipe wall into account—the wall thickness is determined.



PROJECT METHODS

- **Leak Detection:** All lengths of
- **Leak Detection Measurements:** Leak detection will be performed by bracketing a section of pipe with two magnetic surface mounted sensors, or hydrophones and recording a noise file using the LeakFinder™ST system. The section of pipe must be filled with water and under operating pressure. Leak noise data will be collected for each section of pipe and recorded to a computer for analysis. Analysis will be done both on-site and in Echologics' offices following the measurements.
- **Sensor Spacing:** For Leak Detection, maximum recommended sensor spacing is 2,000 feet (600 m) for hydrophones, or 500 feet (150 m) for surface mounted sensors. The MPWC will provide 12-inch (300 mm) diameter excavations to the crown of the pipe where access is needed, but no main valves or hydrants are accessible.
- **Data analysis:** File analysis and digital filtering will be applied to recorded files collected to filter out intruding noise from traffic and other sources. This will be done both on-site, and in our offices.
- **Leak Pinpointing:** Where leaks are detected, they will be pinpointed, marked, and where possible verified using ground sounding and/or different configurations of the sensors around the suspected leak as the access allows.

- **Field Report:** A field report will be submitted on-site if any leaks are positively identified. Following completion of the on-site work, a final report will be submitted detailing the methods used and the leak detection results.
- **Pipe Wall Thickness Measurements:** Following the Leak Detection of a section of pipe, a third (3rd) access point will be used to create an “out-of-bracket” noise, either by using existing sound, flowing water from a hydrant, or gently tapping on a valve.
- **Sensor Spacing:** For the assessment, the recommended sensor spacing is 300 ft (100 m). If the existing configuration of access fittings (valves, hydrants, etc.) does not allow for spacing of this distance, additional 6” (150 mm) potholes may need to be added to the surface of the pipe.
- **Velocity:** Noise recorded to measure the acoustic velocity of sound within each section of pipe.
- **Data Analysis:** All of the recorded files will undergo an in-house analysis and will result in average remaining wall thickness of each section of pipe surveyed.
- **Final Report:** These results will be submitted in a final report along with any confirmed or suspected leaks discovered in the survey.

TYPICAL PROJECT WORKFLOW

Project Planning:

Prior to mobilization, our project team shall review the locations of the mains to be surveyed as provided by the MPWC, including any existing locations at which the pipe can be accessed for testing. Our team will coordinate with the MPWC to select appropriate pipeline access sites for the testing.

Depending on the complexity of the condition assessment assignment and the operational requirements associated, a site visit may be required to meet, discuss, and review the plan proposed and visit a sample of the work sites to assist in both the planning and preparation.

Our team will develop a site-specific project plan that is sensitive to the total project cost and will coordinate with the MPWC, police services, and other site preparation resources. We will coordinate appropriately to manage confined space entry activities for our team and sensor attachment activities as needed.



Mobilization:

Pending confirmation from the MPWC that access, permitting, and site preparations are in order, SUEZ shall mobilize the required crew and equipment to the job site to commence work on the agreed booking date.

Field Testing:

Our team will attach vibration sensors to appropriate fittings (valves, hydrants or the surface of the main), and will record and analyze acoustic signals using a proprietary software. Client will provide safe access to the main at the required access points, including traffic control, security, and rendering confined spaces safe for entry, as required.

For each ePulse® test interval, acoustic waves of the required frequency must be induced in the main, from a location outside of that assessment interval. Acceptable sources of sound include:

- Existing sound from pumps or pressure reducing valves
- Flowing a hydrant or other valve outside of the testing interval
- Gentle tapping on any appurtenance or the main outside of the testing interval]
- Testing will be performed in real time, allowing most leak locations to be reported on site at the time of the field testing

Analysis & Reporting:

After field testing, our team analyses the recorded data files to refine the on-site findings and reveal leaks initially masked by ambient noise. Our team generates a technical report identifying:

- The presence and location leaks
- The average remaining structural wall thickness (for metallic and asbestos cement mains) over each test interval.
- The percentage loss with a qualitative description of pipe condition

Note that the percentage of pipe wall thickness loss can be generated with an original pipe wall thickness specification or estimate.

A draft report will be delivered within six (6) weeks of completion of the field testing. On receipt of the draft report, the MPWC will have four (4) weeks to review the report and present SUEZ with questions or comments. Comments received during the review period will be addressed in the final report. The final report will be issued within two weeks of the end of the review period. Requests after the review period can be accommodated at an hourly reporting rate.

DATA COLLECTION

SUEZ utilizes the ePulse® Pipe Condition Assessment Process to collect data without disturbing your water system customers. The ePulse® pipe condition assessment process is a valuable tool to confirm pipe replacement recommendations based primarily on assumptions and computer models. This non-invasive water main inspection technology uses acoustic signals and advanced computer algorithms to measure the average minimum remaining wall thickness of water mains, thus providing accurate structural information to optimize pipe repair and replacement programs and improve capital spending.

SERVICE LIFE EXTENSION

Our Spray-in-Place Pipeline (SIPP) Rehabilitation process uses a computer-controlled, state-of-the-art robotic spray application rig to apply an internal epoxy pipe lining in-situ. No road or sidewalk tear-ups are necessary. Once cured, the epoxy lining seals the water pipe, preventing leaks and water contamination, improving flow capacity and minimizing future maintenance needs in the water main system. This trenchless rehabilitation technology works on pipes ranging from 1¼ inches to 72 inches in diameter, both vertical and horizontal. The two (2)-component 100% solid epoxy system used to coat water distribution systems meets ANSI/NSF 61 standards.

WATER MAIN PIPELINE CONDITION ASSESSMENT

For utilities with deteriorating pipelines and limited budgets, prioritizing water pipe repair and replacement is a must. The ePulse® pipe condition assessment process is a valuable tool for this complex decision-making process. This innovative technology uses acoustic signals and advanced computer algorithms to measure the average minimum remaining wall thickness of distribution and transmission mains, helping to identify pipes in the system that need to be repaired or replaced. The structural data collected helps water systems optimize repair and replacement programs and improve capital investment decisions.

The following scope of supply table includes items that may be needed in order to prepare for an ePulse® project:

ITEM	DESCRIPTION OF PARTNER SUPPORT REQUIRED
Site Preparation	<ul style="list-style-type: none"> ➤ Supply of relevant pipe information including maps, GIS, as-buils, pipe specifications, and other network information ➤ Identification and location of fittings to be used during the project ➤ Repair of any known assets to be used, leaking valves and broken valves can impact acoustic data collection results ➤ Cleaning and access to sensor installation locations ➤ Excavation of additional access points to the pipe, if required ➤ Any other civil works required
Pipe Testing Access & Security	<ul style="list-style-type: none"> ➤ Permits required to access pipes ➤ Trained staff and equipment to conduct any work requiring confined space entries ➤ Trained staff and equipment to conduct any work requiring fall arrest and protection ➤ Trained staff and equipment to conduct any work requiring trench safety ➤ Traffic control as required in order to access pipes to be surveyed ➤ Site security including police escorts, if required ➤ Rendering access points safe for confined space entry
Operations Support for Operation of Water Network	<ul style="list-style-type: none"> ➤ Opening and flowing of hydrants ➤ Operation of any water network assets ➤ Any required dechlorination activities ➤ Informing Echologics of any relevant Lock Out and Tag Out procedures ➤ Support with determining or estimating the on-site water temperature ➤ Note: Echologics technicians are trained to operate fire hydrants and will conduct test flows from fire hydrants with Client permission

- **Note:** SUEZ will work with the MPWC to select appropriate pipeline access sites. SUEZ will supply the on-site specialist labor, transportation, testing equipment, and basic tools to collect acoustic condition assessment and leak detection data.
- In the case where preparation of the project site is needed, the MPWC will need to undertake any required preparations of the access points to allow the survey to proceed.

OUR WATER PIPELINE SOLUTIONS

Engineered by Echologics, ePulse® is a non-disruptive acoustic pipeline condition assessment technology that provides accurate information on the structural condition of underground assets and leak detection. ePulse® helps utilities confirm assumptions and typical pipe replacement recommendations based primarily on computer models. It allows water systems to implement proactive asset management plans—targeting critical water mains and allocating spending to the appropriate corrective action: replace, rehab, repair, or defer.

The water pipeline inspection technology works on a wide variety of pipe diameters (from 4 inches to over 60 inches) and on pipes made of cast iron, asbestos cement, or concrete. This innovative pipe condition assessment method requires no extensive support from utility field staff and causes no disruptions to roadways or the water supply. This non-intrusive, low-risk process allows to quickly test large portions of mains (up to 0.5 mile/team/day with minimal support) at a lower cost. It can also simultaneously be used for municipal water leak detection which makes it an extremely cost-effective solution.

SUEZ PIPE CONDITION ASSESSMENT METHODS

A variety of factors—from material, size, and pressure to both soil type and climate conditions—affect how long a pipe will continue to function after it is installed in the system. Since it is extremely difficult to anticipate which pipes will burst, half of the current pipes replaced by utilities are still in good shape. We use an acoustic pipe condition assessment method that allows field crews to collect accurate and actionable information on buried pipes.



Acoustic sensors are attached to existing pipes to the pipe. A sound wave is induced in the pipe, and the sound wave travels between two (2) sensors. The data captured to determine the average remaining wall thickness and assign it a grade of good, moderate, or poor. The acoustic signal can also be used for municipal water leak detection to find pipes that can be quickly repaired to minimize water loss.

Non-intrusive pipeline condition assessment and leak detection will be performed during pipeline condition assessments; the pipeline condition assessment technology will provide:

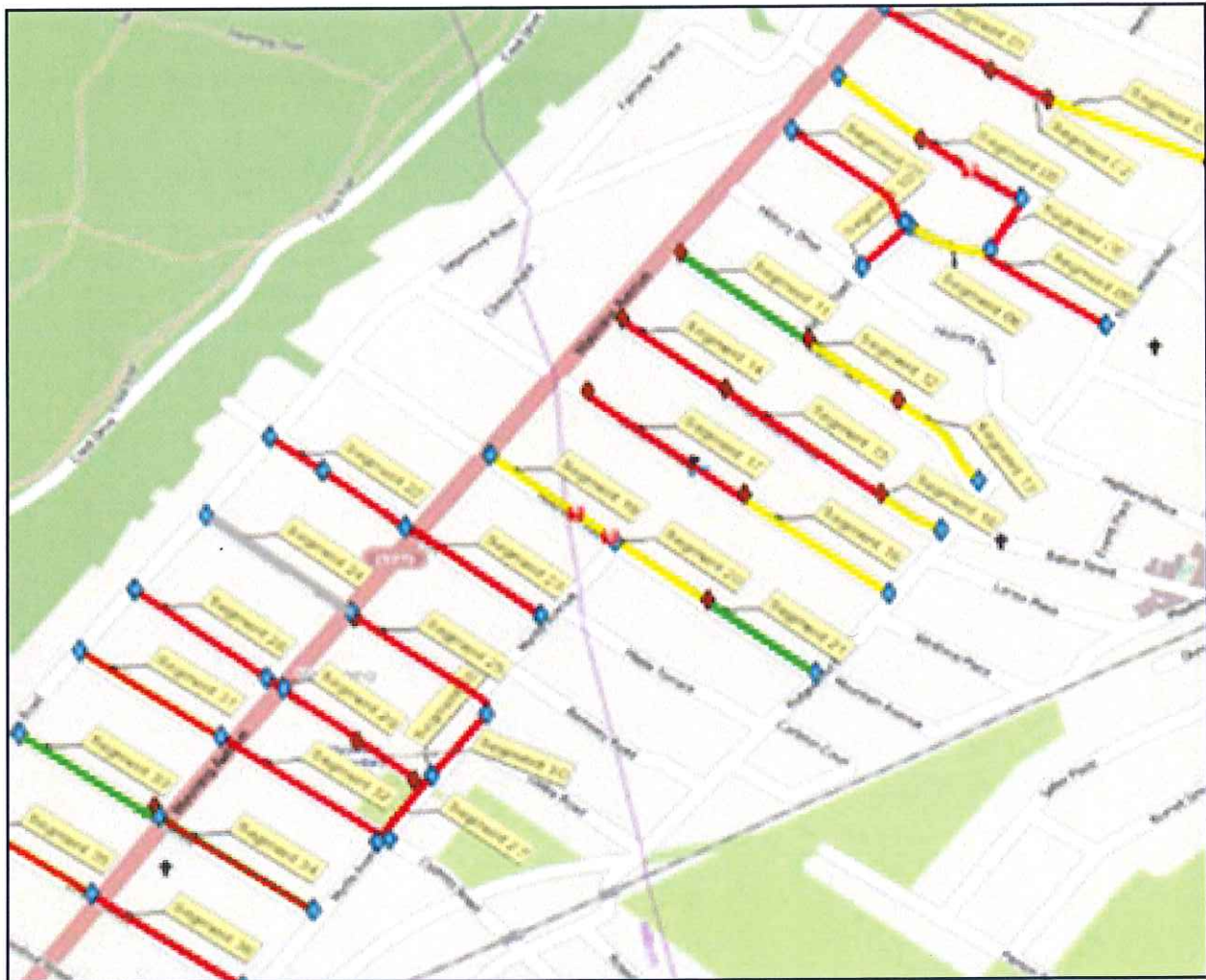
- Locations of any leaks identified
- Average minimum remaining structural wall thickness for metallic and asbestos cement pipes over each test length
- The percentage (%) of wall thickness loss to date and a qualitative description of the likely condition of the piping based on SUEZ experience. Note: to provide this we need the original pipe wall thickness or an estimate.

The following table and figure portray the typical results of the pipeline condition assessment:

Segment	Street	Distance (ft)	Pipe Material	Internal Diameter (in)	Nominal Thickness (in)	Remaining Thickness (in)	Change from Nominal %
1	West Vine St.	413	Asbestos Cement	6	0.66	0.31	53%
2	West Vine St.	338	Asbestos Cement	6	0.66	0.43	35%
3	West Vine St.	323	Asbestos Cement	6	0.66	0.41	38%
4	Cottage St.	381	Ductile Iron	8	0.33	0.28	15%
5	Cottage St.	425	Ductile Iron	8	0.33	0.30	9%

The results of condition assessment will be used to:

- Take decisions on pipes segments subject to replace, rehab, repair or defer
- Feed the Machine Learning Model (close the loop) to improve precision of results for next year
- Calculate statistics to measure the performance of the Pipeline Asset Management Program



MACHINE LEARNING

Aging drinking water main systems are facing an increasing number of failures leading to service interruptions, higher operating costs, and non-revenue water loss. Some failures cause much larger financial or socioeconomic impacts than others. With fiscally tight budgets, water utilities face an uphill battle discerning which pipes in their system need to be replaced and when.

Artificial Intelligence—specifically Machine learning—can make a significant impact in buried water infrastructure asset management. Fracta is bringing this technology to infrastructure, helping utilities make fast, accurate, and cost-efficient decisions associated with water main pipe repairs, rehabilitation, and replacement.

LIKELIHOOD OF FAILURE X CONSEQUENCE OF FAILURE = BUSINESS RISK EXPOSURE

Fracta's cloud-based software solution uses Machine Learning to assess the condition of drinking water distribution mains. Fracta Likelihood of Failure (LOF) determines the probability that a water main will fail. Fracta Consequence of Failure (COF) determines the consequences—or severity—of the failure and quantifies the direct and indirect costs of those water main failures using a Triple Bottom Line accounting approach.

LOF and COF are then used in the Business Risk Exposure (BRE) formula: $LOF, \% \times COF, \$ = BRE, \$$. Fracta calculates a utility's BRE in terms of direct and indirect costs. This approach gives an objective assessment and translates the results into financial terms water engineers, planners and finance professionals can use to make fast, accurate, and capital-efficient risk mitigation decisions about buried water main infrastructure.

Fracta LOF, COF, and BRE are part of the Fracta Software as a Service (SaaS) platform that is fully integrated with Esri's ArcGIS—a market-leading geographic information software (GIS). The Fracta software platform can be connected to other important software applications used by water utilities, such as Enterprise Asset Management (EAM), Computerized Maintenance Management Systems (CMMS), and Hydraulic Modeling.

Machine Learning supports a new way of aligning maintenance, repair, and replacement strategies. Asset Management planning can now take advantage of Fracta's innovative Machine Learning to assess the condition, costs, and business risk of aging buried water mains.

Fracta enables fast, accurate, and cost-effective water main repair, rehabilitation, and replacement decisions that better allocate capital expenditures and operating expenses. With Fracta, water system utilities can establish an objective, data-driven approach to satisfy the GASB 34 Modified Approach requirement for a system-wide condition assessment every three (3) years through the following benefits:

- Reduction of time required by accounting to report on buried infrastructure systems
- Increase of both the accuracy and value of the financial statements
- Avoidance of economic impacts incurred from water main breaks
- Allocation of funding by water utilities

FRACTA GOALS & INTERPRETATION OF RESULTS

Primary goal of Fracta technology is giving water utilities as accurate a picture of their water distribution system condition as possible by using reliable LOF probability scores.

Many utilities can use water main breaks as an indicator of their distribution system quality. But the challenge is that even in systems with a large number of main breaks, the breaks are still rare and spontaneous events.

FRACTA MODEL ACCURACY

A perfect predictive model for a water utility would be able to predict exactly which pipes will break in the near future (i.e. the next year, next three [3] years, or next five [5] years). A perfect prediction model would be able to predict exactly which pipe segments would cause the breaks that occur on average every year in the water system, but this level of accuracy is not yet possible.

Fracta's machine learning system is not able to predict that certain pipes will have a 100% chance of risk, and all the others would have 0% chance; instead Fracta calculates a probability score for every single pipe segment, which are then distributed across the entire network. While a majority of the pipes will have a very low LOF, some parts of the system will have a high LOF. The pipes can then be grouped to provide a very accurate indication of the highest risk pipes. In most systems there will be a significant amount of water mains with a very low LOF, but—as a group—these pipes will still encounter some main breaks.

By doing a break probability prediction we can achieve two (2) goals:

1. Identify pipes that have a higher risk

- This is achieved by sorting pipes from worst to best, which provides the most optimized basis for replacement planning - by identifying the highest risk assets.

2. Identify pipes that have little risk

- Information about good pipes can help the utility in street-by-street planning of replacement jobs, i.e. which pipes to leave in the ground and which to replace.

Fracta's goal for prediction accuracy is a balanced approach of both predicting pipes with both high and low probabilities of risk. This can be assessed with a balanced accuracy score.

If a human guess is made that no pipe segment will break, that guess would also predict the non-breaking mains with a 99.9% accuracy; therefore, a prediction of non-breaking mains—alone—is useless, since it predicted zero percent (0%) of the pipes that actually broke.

The other extreme would be to predict that all pipes would fail, which would lead to a very good prediction for pipe breaks (i.e. all pipes that broke were identified, but would result in 0% accuracy for non-breaks).

A balanced accuracy ($(\text{TPR} + \text{TNR}) / 2$) is able to measure how good prediction was made of the system: how accurately the system was able to predict both the breaks as well as the non-breaks. Being able to maximize this score provides a good foundation for replacement, rehabilitation, and repair planning.

FRACTA ANALYSIS APPROACH

Fracta uses a well-structured and streamlined process to prepare the LOF predictions. The process can be split into three (3) major steps:

1. **Wrangle & Import Water Main & Geographic Data**
2. **Layer Geodata & Run Machine Learning Algorithms**
3. **Visualize Vulnerabilities & Apply LOF Results**

Wrangle & Import Water Main & Geographic Data

The quality of data used in the analysis is critical to get high quality results. For that reason, Fracta has developed software methods to aid in cleaning and normalizing water utility data. Two main data sets that are needed from the utility for the analysis include pipe asset data and information about historical main breaks. The Fracta data team will improve the pipe asset data by filling in or correcting the missing install years. The break history is filtered, geocoded and assigned to pipes using Fracta developed software tools, when necessary.

Layer Geodata & Run Machine Learning Algorithms

After the utility data is normalized and cleaned, Fracta software joins the data with 1,000+ additional variables derived from geospatial data based on the location of pipe assets. These include such variables as soil properties, transportation features, slope, elevation, and temperatures.

The software then calculates the correlation between the historical breaks and these variables, which—in turn—predicts future breaks. The prediction can be done for one (1)-year, three (3)-year, five (5)-year, or even a ten (10)-year period, depending on the historically available data.

Visualize Vulnerabilities & Apply LOF Results

The Fracta algorithm provides an absolute probability score for every pipe segment in the system. The pipes can be ranked from worst to best using this number. To make the data more usable, Fracta splits the segments into different risk rank groupings—Focused, Standard, and Even. Each rank grouping has five (5) ranks and is a different break down of the entire network based on the LOF score for each pipe. The Focused rank grouping starts with the worst one percent (1%) of the network and continues with the next worst four percent (4%), then ten percent (10%), then 20%, and, finally, the best 65%. Standard is three percent (3%), seven percent (7%), 15%, 25%, and 50%. Even is considered 20% in each of the five (5) ranks.

VALUE OF SUEZ PIPE CONDITION ASSESSMENT PROCESS

- **OPTIMIZE** capital investments
- **IMPROVE** long-term asset management with strategic approach to pipeline repairs/replacement
- **MITIGATE** risk of failures on critical mains and associated repair costs and service disruptions
- **REDUCE** inspection costs of both distribution and transmission mains
- **DECREASE** labor costs and water leakage

PIPE REHABILITATION & MAINTENANCE PLAN

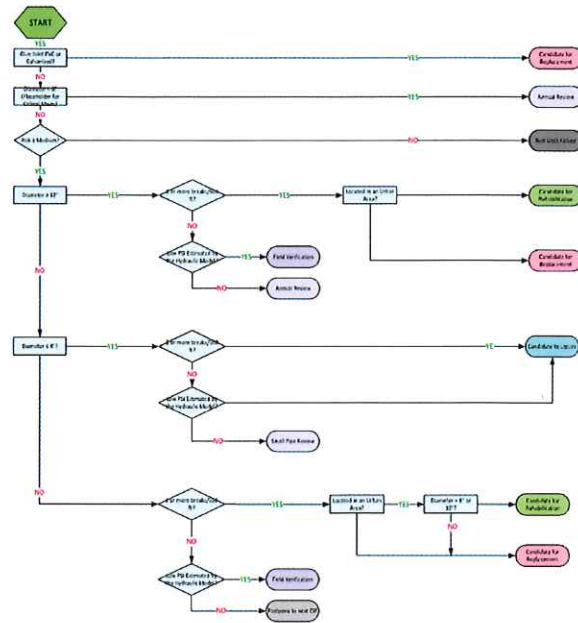
After completing the field condition assessment, each pipe will be evaluated using a rehabilitation plan. The plan is a decision tree used to assign recommended actions to each pipe—not only pipes classified as high or very high risk. It has been designed using our experience in pipe rehabilitation programs and will be adjusted utilizing any feedback received from the customer. This step also permits local considerations that are not part of the risk calculation, but have a large influence on the recommended action, including:

Multiple considerations will be taken for planning and selection of most efficient techniques for every case like:

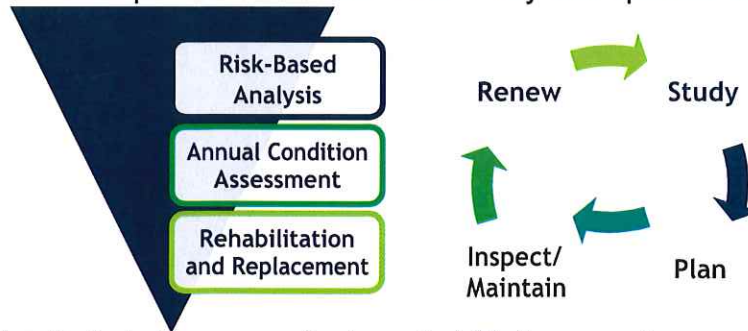
- Different Sizes may Require Different Actions
- Break Ratios
- Condition Assessment Results
- Pipe Location
- Paving Schedule & Road Moratorium
- Previous Rehabilitation
- Other Utility Work

Potential actions may include:

- Investigation
- Replacement
- Rehabilitation
- Cleaning
- Upsize
- Run Until Failure



The Investment Plan will be updated to feed the initial study and optimize the next year's activities:



PIPE RENEWAL

SUEZ will renew each selected pipe segment using rehabilitation or replacement according to the plan developed. Final distances for each process will be determined depending on pipe diameter and technique to be applied. Segments selected for Pipe Rehabilitation using SIPP will be developed in partnership with the MPWC in order to reduce the total cost for the customer.

SPRAY-IN-PLACE PIPELINE (SIPP) RELINING & REHABILITATION

REPAIR AGING UNDERGROUND PIPES WITH MINIMAL COSTS AND SYSTEM DOWNTIME

Both cleaning and repairing deteriorated water or sewer pipelines helps improve system efficiency and protects both your community and the environment. The task can be daunting and expensive especially when excavation is required.

SUEZ provides an innovative Spray-in-Place Pipeline (SIPP) Rehabilitation process that scrubs underground pipes clean before applying an epoxy lining for in-situ pipe repair. Designed by Warren Environmental, the 2-part component epoxy material is ANSI/NSF Standard 61 approved for potable water supply. Once cured, the epoxy lining provides long-lasting protection to your sewer or water pipes, which helps reduce the frequency of maintenance and pipe replacement. This no-dig pipe rehabilitation technology minimizes maintenance costs, and system down-time.

OUR PIPE RELINING SOLUTIONS

SUEZ's SIPP rehabilitation process is a trenchless, efficient, and ultimately long-lasting pipe solution for restoring aging underground piping systems. The SUEZ SIPP technology utilizes a computer-controlled, state-of-the-art robotic spray application rig to apply an internal epoxy pipe lining in-situ. The NSF 61-approved, 100%-solids epoxy coating bonds with the pipe—preventing and sealing cracks—and moves with the structure due to its high level of elasticity, abating leaks caused by settling. Once cured, it creates a structural seal inside the pipe which restores the pipeline to its original design parameters, prevents future leaks, and protects against contaminants leaching into the system.

The SUEZ Pipeline Rehabilitation Process includes the following:

- Pipe System Diagnosis
- Pipe Repair
- Pipe Replacement
- Abrasive Cleaning
- Epoxy Lining & Reassembly
- Final Inspection

HOW DO SUEZ' SIPP TECHNOLOGIES WORK?

SUEZ's spray in place pipe rehabilitation process consists of the following steps:

1. System analysis that includes mapping, utilizing close proximity mapping, and then diagnose and identify a restoration plan.
2. Preparation of pipe interior by drag-scraping, power-boring, and/or hydro-jetting to create a clean, smooth, and dry surface, followed by a second CCTV inspection to determine if there are any leaks, infiltration, or repairs that are needed outside of the SIPP scope of work.
3. Preparation for the application of the sprayed-on epoxy pipe lining.
4. Spray-on application of the epoxy lining using state-of-the-art robotic rigs that are computer-controlled for more refined application and curing.
5. Final inspection and coating analysis.

Once cured, the spray-applied epoxy pipe lining creates an internal seal that prevents leaks and helps protect against future corrosion and biological buildup in your water main. This extends the pipes' service life, helps reduce the frequency of maintenance, and increases the flow capacity for greater system efficiency.

SIPP technology can yield an estimated cost-saving of around 20% to 30% when compared to direct replacement—which digs up the entire length of the pipe needing attention to replace it all. Another benefit of SIPP that transcends cost is the ability to minimize any inconvenience to consumers.

INCREASE ASSET RELIABILITY

Our SIPP rehabilitation process creates a long-lasting, structural epoxy lining inside repaired pipes which protects them against future corrosion and biological buildup and improves their service life. Because the epoxy coating bonds with the piping system, it also seals cracks and prevents future cracks from forming. The coating elasticity means the newly applied lining is flexible and moves with the pipe, thus reducing the risk of leaks caused by infrastructure settling.

IMPROVE SYSTEM EFFICIENCY

The SIPP rehabilitation process cleans and seals deteriorating pipes, thus increasing flow capacity and system efficiency. Once cured, the internal epoxy pipe lining provides a long-lasting protection which helps reduce the frequency of maintenance. The technology does not require road or sidewalk tear-ups often associated with water main replacement, which minimizes maintenance costs, system down-time, and traffic disruptions.

PROVISION OF SAFE & ECO-FRIENDLY SOLUTIONS

The epoxy lining that seals restored pipeline systems eliminates the leaching of lead from soldered joints, and the corrosion of copper and steel pipe, thus significantly improving water quality. Our two (2)-component 100% solid epoxy system used to coat water distribution systems meets ANSI/NSF 61 standards. The epoxy is a Zero (0) VOC material with certified zero (0) fish kill.

VALUE OF SUEZ SIPP REHABILITATION & RELINING SOLUTIONS

We provide the perfect solution for the restoration of aging underground piping systems and is well suited for cast iron and ductile iron infrastructures. Our equipment includes state of the art robotic spray application rigs that are computer controlled for more refined application and curing. Our 100% solids epoxy bonds with the piping system—preventing and sealing cracks—and moves with the structure, abating leaks caused by settlement. It provides a continuous, tight-fitting, and impermeable surface that is ANSI/NSF 61 certified for potable water use and has exceptionally high structural values, which ultimately enhance the structure of the existing pipe.

The following are several high-level key features of our solution for pipe rehabilitation:

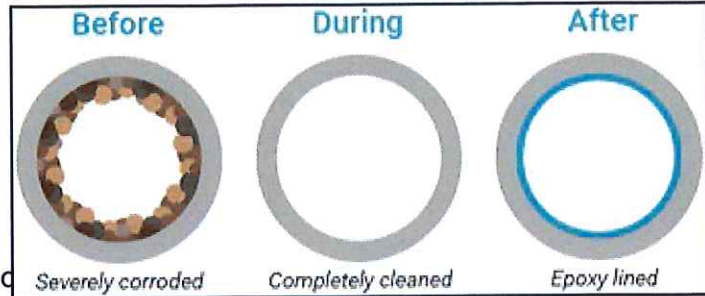
- **STRUCTURALLY ENHANCE & REINFORCE:** SUEZ's technology exceeds many of the ASTM standards for Class IV structural pipe rehabilitation.
- **EXTENDS** service life of water or sewer pipelines
- **REDUCES** frequency of maintenance
- **MINIMIZES** repair costs and system down-time
- **ENHANCES** flow capacity and system efficiency
- **PREVENTS** leaks and water contamination
- **IMPROVES** water quality
- **PROTECTS** against future corrosion and degradation
- **ELIMINATES** leaching of lead from soldered joints



PROCESS DESCRIPTION

1. System Diagnosis

- Map system
- Review findings with property management
- Diagnose and identify the plan of restoration/rehabilitation
- Utilize computerized pipe video



2. Repair & Replacement

- Repair damaged pipe sections
- Replace damaged pipe sections
- Flushing and drying
- Tuberculation removal
- Grit blasting

3. Abrasive Cleaning

- Boring brush method
- Pull scrape method
- Hydro jetting
- Directional sand blasting
- Finish as specified by material manufacturer.
- Pipe is now in state of good repair condition
- TV Inspection
- Confirm Plan

4. Epoxy Lining & Reassembly

- Insert conical spray head
- CPU interval print out
- Restoration Plan Implementation—coating thickness, change in thickness, CIPP repair
- Line using fully structural NSF-61 Coating

5. Final Inspection & System Testing

- TV inspection
- Epoxy inspection of pipe lining for thickness and need for coating repair
- Hydrostatic pressure testing
- Leakage pressure testing
- Bacteriological disinfection
- Leaching test
- Restoration of system service

COATINGS SPECIFICATIONS DETAILS

	ASTM F-1743	SUEZ	PERCENTAGE (%)
TENSILE STRENGTH	3,000	7,000	233%
FLEXURAL STRENGTH	4,500	11,000	244%
COMPRESSIVE STRENGTH	Not Listed	12,000	—
FLEXURAL MODULUS	250,000	500,000	200%

EMERGENCY SERVICES

SUEZ Advanced Solutions complete emergency repairs and maintenance beyond repairs identified during annual assessments at any time. Emergency repairs are covered under the SUEZ Asset Maintenance Program at no additional cost to the owner.

- Emergency (crucial) repairs are completed within 24-48 hours of notice.

HAZARDOUS WASTE REMOVAL

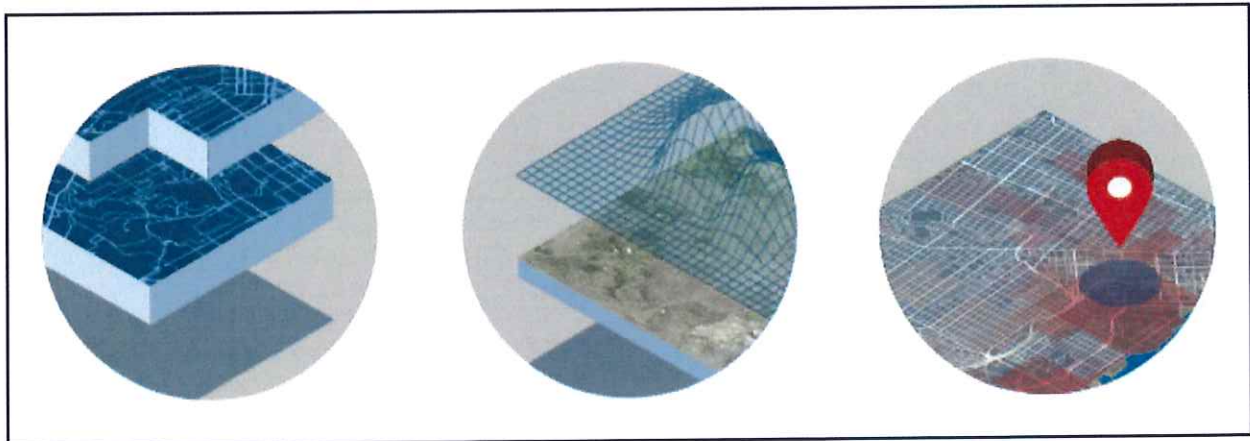
With regard to the disposal of waste materials, all empty cans, containers, waste material, and rubbish are removed from the immediate work area and placed in the appropriate waste containers as the work progresses. All solvent waste, oily rags, and flammable liquids are kept in covered, fire-resistant containers until they are removed from the worksite. SUEZ meets all EPA and OSHA guidelines in regard to the proper handling and disposal of waste.



NETWORK CONDITION ASSESSMENT

The Risk-Based study is an annual process using Machine Learning technology to improve the precision of results with information obtained from condition assessment, utility operations and pipe renewal every year. It includes the following aspects:

- Study existing GIS and identify data gaps needed to perform a Likelihood of Failure (LOF) Study, Consequence of Failure (COF) Study, and Risk Analysis
- Complete GIS Data Gaps
- **Machine Learning** analysis with the capacity to use multiple layers on top of the utility data:
 - **Basic Pipe Variables:** Material, Length, Diameter, etc.
 - **Break History:** Break Total, Previous Breaks, Break Density, Break/Length
 - **Population & Zoning:** Population Density, Number of Buildings, Distance from Parks
 - **Soil Properties:** Drainage, Density, pH
 - **Transportation:** Distance to Motorways, Railway Tracks, etc.
 - **Geographical:** Elevation, Slope, Distance to Water Bodies
 - **Weather:** Minimum and Maximum Temperatures, Precipitation
- Develop a map with LOF results based on the Machine learning analysis
- COF analysis including critical information like:
 - Critical Customers (Nursing Homes, Schools, Fire Stations, Municipal Facilities, etc.)
 - Type of Road
 - Diameter
 - Railroads
- Complete Initial Risk Based Evaluation combining COF and LOF
- Develop a map with Risk results pinpointing the hot spots
- Select each Year focused area for field condition assessment



ASSOCIATED EQUIPMENT

PROCESS	EQUIPMENT	COST	PURCHASED
Clean	Winches (2x)	\$210,000	Yes
Clean	Brush Heads, Squeegees, Swabs, etc.	TBD—Project Cost	Submitted New Vendor Forms and Awaiting Credit Apps
Clean	Water Jet	Project Cost	Daily Sub
Coat	“Rig”—Epoxy Application Machine, Heaters, One (1) Spray Head (4-12 inch), etc.	\$500,000	Yes
Coat	Additional Spray Spinner Head (12-24 inch)	\$8,100	Yes
Coat	Onboard Wi-Fi Unit and IP Address	\$7,125	Yes
Coat	Trailer for “Rig” Coating Setup (Gooseneck Trailer)	\$27,500	No
Camera	Robotic CCTV (6-24 inch)	\$75,500	No
Camera	Push Camera	\$10,000	No
Transport	Vehicle to Tow SIPP Rig Trailer	\$2,500/Month (TBD)	—
Transport	Vehicle to Tow Winch Trailer	\$2,500/Month (TBD)	—
Transport	Relocation of Winches (2)—Trailer	\$20,000 (Purchase Only)	—
Local	Two (2) Vehicles for Tool Transport and Winch Moving at Local Sites (Tow-Capable)	\$4,000/Month	—
Local	Work Crew Truck	Internal	Ford F-150 Provided by LOB
Local	Generator, Compressor, etc.	TBD—Project Cost	—

SAFETY & HEALTH PROGRAM

The *SUEZ Safety & Health Program* is a 300+ page printed document. It is the policy of SUEZ to protect its employees and customers with safe work practices and to manage work in a safe, orderly, and effective manner. We adhere to all the OSHA confined space requirements pertaining to three (3)-man crews. Any and all employees working inside a confined space are fully trained in these procedures and abide by these regulations. We also adhere to all OSHA confined space requirements and regulations pertaining to internal atmosphere monitoring. Prior to any crew members entering a confined space, the internal atmosphere is thoroughly tested by utilizing a calibrated direct-reading instrument for all oxygen content, flammable gasses and vapors, as well as potential toxic air contaminants, in that order. No hazardous atmosphere is permitted in a space whenever an employee is inside that space. Crews follow continuous forced air ventilation procedures and monitor the atmosphere in the confined space throughout the course of work.



A full copy of the formal SUEZ Safety & Health Program is included on a USB flash drive with this submission

MERCHANTVILLE-PENNSAUKEN WATER COMMISSION (MPWC), NJ

SUEZ IS TRAINED FOR SAFETY

We work in rather dangerous environments and recognize that safety is critical to both SUEZ's success and the well-being of our employees. At SUEZ, safety serves as the top priority for our management team. **Mr. Rob Weaver**—Director of Safety and Health—leads SUEZ's program, and—when necessary—we engage The Lovelace Group for project consulting and to assist in the annual implementation of the SUEZ comprehensive safety training program. It is the policy of SUEZ Advanced Solutions to protect both our employees and customers with safe work practices and manage materials in a safe, effective, and orderly manner.

All employees working on or in the water main pipelines are required to attend our 40-hour annual training program and pass thorough examinations on the following topics:

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



QUALITY ASSURANCE

All work, surface preparations, and coatings applied are completed in accordance with:



- Manufacturer's Recommendations
- OSHA (Occupational Safety & Health Administration) Regulations
- SSPC (Society of Protective Coatings) Standards
- AWWA D100 & AWWA D102 Specifications
- ANSI/NSF Standard 61 Requirements

All work will be completed in adherence with all federal and state OSHA, NSF, EPA, and AWWA standards, as well as all State of New Jersey rules and regulations pertaining to potable water storage assets and safe drinking water. We provide our customers ongoing support and direction to meet these changing environmental regulations.

ISO 9001:2015 CERTIFICATION

Additionally, we are very proud to announce that the Advanced Solutions division of SUEZ North America was recently awarded the ISO 9001:2015 certificate from Bureau Veritas. This certificate affirms the company's operation and quality management systems adhere to the requirements as set forth by the International Organization for Standardization (ISO 9001:2015).

The ISO 9001:2015 certification validates that SUEZ Advanced Solutions takes a systematic approach to managing its operational processes and activities to consistently satisfy customers' quality expectations and contractual requirements for all the rehabilitation and maintenance services the company provides.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet customer, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting customer requirements, enhancing customer satisfaction, and meeting business objectives, while also addressing risks and opportunities. The standard of the ISO 9001:2015 QMS is based on a variety of quality management principles, including: Customer Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO Certified QMS, which are contained within seven (7) clauses:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement



PARTNERSHIP FOR SAFE DRINKING WATER

The Partnership for Safe Drinking Water is a voluntary effort between six (6) different drinking water organizations and more than 300 water utilities. The goal of the Partnership is to provide a new measure of public health protection to millions by encouraging utilities to voluntarily improve performance beyond current regulatory requirements. These preventative measures are based around optimizing treatment plant performance and distribution system operation. The results include the production and delivery of superior quality water to all utility customers.

The Partnership for Safe Drinking Water is comprised of an unprecedented alliance of six (6) of the most prestigious drinking water organizations:



1. AWWA – American Water Works Association
2. AMWA – Association of Metropolitan Water Agencies
3. ASDWA – Association of State Drinking Water Administrators
4. NAWC – National Association of Water Companies
5. USEPA – U.S. Environmental Protection Agency
6. WRF – Water Research Foundation

Regulatory requirements for surface water filtration plants and drinking water distribution systems are becoming increasingly stringent. Accordingly, the Partnership program provides operators, field staff, managers, and administrators with tools to assess the performance of treatment plants and distribution systems and develop plans to improve performance beyond even proposed regulatory levels.

There are four (4) phases to the Partnership program:

1. Phase I – Commitment
2. Phase II – Baseline Data Collection
3. Phase III – Self-Assessment
4. Phase IV – Optimized System (Optional)

As an AWWA member (#1973), SUEZ Advanced Solutions is committed to maintaining the AWWA performance standards associated with the Partnership for Safe Drinking Water. As members, we have access to best practices, alerts, advisories and other critical information to support the efforts of the MPWC to meet Partnership for Safe Drinking Water goals and objectives. Additionally, our parent company SUEZ Environment, has invested over \$80 million in research and innovation to deliver the most innovative, sustainable, and effective water quality solutions to our customers on a continual basis. Our goal is to improve our customer's water systems, assets and the well-being of their communities. Our team of experts ensures that all AWWA standards are met to assist the MPWC in their efforts. They also provide the MPWC with reporting and documentation to meet all regulatory compliance standards.

ENVIRONMENTAL PERFORMANCE IMPROVEMENT COLLABORATIVE (EPIC PROJECT)

SUEZ Advanced Solutions | Utility Service Co., Inc. has made great strides in improving our safety culture, and we are ultimately on our way to zero (0) injuries, with the same ambition regarding our environmental performance: zero (0) incidents.

Therefore, we are introducing the Environmental Performance Improvement Collaborative (EPIC) Project to drive our environmental compliance performance to epic standards. The objective of the EPIC Project is to evaluate both our strengths and weaknesses and find opportunities to improve our environmental performance in helping us achieve our ultimate goal of zero (0) injuries or incidents.

We have outlined the ten (10) EPIC work streams, activities, and timeline through December 2021. Most of these activities apply to every division of SUEZ. These EPIC activities are long-range campaigns that will enable us to be the most responsive to environmental and regulatory requirements, including:

1. Clarify Roles and Responsibilities & Align the Organization
2. Develop SUEZ Standard Operating Procedures (SOPs) & Update the Environmental Compliance Achievement Program (ECAP)
3. Refocus on the Operations Capability Development (OCD) Content & Change Management
4. Align the Use of Hach Water Information Management Solutions (WIMS) & Implement Treatment Process Control
5. Improve the Management of Water Quality Data
6. Anticipate Risks Through Warning Parameters for Drinking Water
7. Align Intellex Use on Water Quality Incidents
8. Streamline & Unify the Consumer Confidence Report (CCR) Process
9. Perform an Environmental Risk Assessment
10. Implement Environmental Training & Increase Awareness

Activity	2019				2020				2021			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Clarify roles and responsibilities & align the organization	[Solid bar]											
2. Develop Suez SOPs & Update the ECAP	[Solid bar]											
3. Refocus on the OCD content & change management			[Solid bar]									
4. Align the use of Hach WIMS & implement treatment process control	[Solid bar]											
5. Improve the management of water quality data	[Solid bar]											
6. Anticipate risks through warning parameters for drinking water	[Solid bar]											
7. Align Intellex use on Water Quality incidents	[Solid bar]											
8. Streamline & Unify the CCR process	[Solid bar]											
9. Perform an Environmental Risk Assessment		[Solid bar]										
10. Implement Environmental Training & Increase Awareness		[Solid bar]										

Legend: [Solid bar] Specific action | [Dashed bar] Ongoing action

MERCHANTVILLE-PENNSAUKEN WATER COMMISSION (MPWC), NJ



SCHEDULE OF WORK & PRICING

SUEZ's Asset Maintenance Program ensures financial stability, providing the customer with the option to spread the cost of renovations and rehabilitation over an extended period of time while also offering long-term financial assistance and operational sustainability, as well as the protection of the asset.

The following section details the schedule of work and pricing for the SUEZ Pipeline Asset Maintenance Program designed for the MPWC. This schedule will be based on the final RFP provisions, the initial condition assessments, as well as our experience and knowledge of network asset management, coating life cycles preventative maintenance, and current asset condition—all in consultation with the MPWC. This information was provided to the pricing department to determine the best methods of maintaining these pipes.

The SUEZ Pipe Asset Maintenance Program assumes all risk and responsibility for assets while focusing on maintaining assets through performance of preventative maintenance. Our annual condition assessments allow us to continually monitor the condition of each pipeline and establish a renovation and repair schedule that ensures only the highest level of protection is continually provided. Unlike other maintenance programs that adhere to a set, contracted schedule—regardless of the asset's condition—and allow crucial repair issues to persist—SUEZ's method of regular assessments and maintenance allows us to continually assess the pipe asset's structural and operational integrity and, in turn, schedule any renovations for when they are actually needed, ultimately providing the peace of mind that water system assets are protected.





January 10, 2020

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

RE: MANAGEMENT AND FULL-SERVICE MAINTENANCE FOR WATER MAIN ASSET MANAGEMENT
POST RFP - NEGOTIATIONS

This following is a non-binding negotiated response to the RFP as described below.

RFP NEGOTIATED PROVISIONS		
<ul style="list-style-type: none"> • 10 Year Contract Term with annual termination for convenience option for both parties • Contract Price is for Services provided within the budget pricing established <ul style="list-style-type: none"> ○ Contract price is exclusive of all change orders, deducts, etc., for services rendered ○ Price for Services provided will be inclusive of all costs, fees, overhead, margins, markups, etc. • Rehabilitation Plan is based upon: <ul style="list-style-type: none"> ○ 15,000 Inft per year of pipeline field assessment ○ An expected 85:15 ratio of SIPP to Dig & Replace rehabilitation <ul style="list-style-type: none"> ▪ The ratio will be based upon the contract price, not lineal feet of pipe ○ Project Target for total lineal feet of pipe to be rehabbed is 7,500Inft/year <ul style="list-style-type: none"> ▪ Dependent upon LOF/Field Assessment analysis and Owner/Suez joint cooperation in determination of type and ratio of services executed each year ○ Engineering Estimates; Design Work; Ancillary Service; Temp Water By-pass; Traffic Control to be part of Contract Price for Services provided ○ Temporary Office Trailer & Material Testing, if required, will be part of the Contract Price for Services provided • Plan excludes <ul style="list-style-type: none"> ○ Emergency Service • Warranty is for 1 Year from date of completion of the rehabilitation/service executed. • Annual Price Adjustments (APA) will be as needed and limited to a maximum of 5% annually. 		
Non-Binding First Year Annual Price Budget with annual inflationary increases		
One Million Two Hundred Thousand and ----- 00/100 Dollars	\$1,200,000.00	per year + APA + change orders

Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Price	\$ 1,200,000	\$ 1,260,000	\$ 1,323,000	\$ 1,389,150	\$ 1,458,608	\$ 1,531,538	\$ 1,608,115	\$ 1,688,521	\$ 1,772,947	\$ 1,861,594	\$ 15,093,471

The above provisions supersede any other provision that may or may not have been addressed in the RFP documents. This response is non-binding and the result of direct negotiations between the contracting entity and Suez/USCI. These non-binding terms will be used for establishing the final scope of work and contract language.



CONCLUSIONS

This proposal describes SUEZ Advanced Solutions' 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—together with the resources available to our valued customers—make our business function.

SUEZ Advanced Solutions is positioned to provide the MPWC with the highest quality maintenance and asset management program available. Also, our unique team of experts, resources, and focus on providing the most comprehensive, cost-effective, and sustainable services to our customers have made us leaders in the asset management and potable water industry. Our maintenance programs provide long-term, structured, and financially-sustainable solutions with no unplanned expenditures and provide one (1) source of responsibility for all the services, repairs, and asset maintenance.

Our team is backed by our parent company—SUEZ Environment—an international leader in the water industry that generated over \$17 billion in revenue in 2015 and invests \$80 million in research and innovation. We are committed to delivering the most innovative, sustainable, and effective asset management solutions to our customers to improve their water systems, assets and the well-being of their communities. Our reputation is built on reliability; our expertise is built on experience. Over 5,000 municipal and industrial customers in the U.S. trust us to manage and maintain their most important water resources and assets. Together with SUEZ, let us build your comprehensive water management system on a foundation of continuous improvement and innovation.

We look forward to meeting with the MPWC in anticipation of discussing our qualifications, our competencies, and the project details, as well as scheduling visits to our facilities. We welcome questions or comments, as well as the opportunity to elaborate on our capabilities. Please direct any questions to:

Mr. Joe Jasinski (Primary Point of Contact)
Water System Consultant—State of New Jersey
SUEZ Advanced Solutions
(908) 797-9559
joseph.jasinski@suez.com

Mr. Christopher Quinn
Director of Sales—Northern Region
SUEZ Advanced Solutions
(267) 424-4274
christopher.quinn@suez.com



APPENDIX

This Appendix section provides the MPWC with the executed documents and submittal requirements—*RFP Document Submission Checklist*—and additional forms of information that are associated with this *Proposal for Management and Full-Service Maintenance for Water Main Asset Management*; these executed forms, submittal requirements, and additional information include:

- RFP Document Submission Checklist (Executed Deliverables)
- Summary Resumes
- Public Works Contractor License (State of New Jersey)
- Lead Abatement Contractor License (State of New Jersey)
- Business Registration Certificate (State of New Jersey)
- Long Form Certificate of Good Standing (State of New Jersey)
- Certificate of Employee Information Report (State of New Jersey)
- Certificate of Insurance
- ISO 9001:2015 Certification
- GASB 34 Compliance (Sample Letter)
- Approved Applicator Certificates
 - Tnemec®
 - Sherwin-Williams®
 - Warren Environmental, Inc.®

In addition to the items included in the Appendix, SUEZ Advanced Solutions has provided the MPWC with additional information submitted on an external USB flash drive; this information includes:

- SUEZ Safety & Health Program

RFP DOCUMENT SUBMISSION CHECKLIST (EXECUTED DELIVERABLES)



PUBLIC-PRIVATE PROPOSAL

RFP DOCUMENT SUBMISSION CHECKLIST

Merchantville-Pennsauken Water Commission

(Name of Local Contracting Unit)

WATER MAIN ASSET MANAGEMENT PROGRAM

10-2019

(Name of Project)

(Project Number)

A. Failure to submit the following documents is a mandatory cause for the PROPOSAL to be rejected.
(U.S.A. 40A:11-23.2)

Required with
Submission of PROPOSAL
(Owner's checkmarks)

Initial Each Item
Submitted With PROPOSAL
(Submitter's Initials)

X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	/v
X	A statement of corporate or LLC ownership, pursuant to N.J.S.A. 52:25-24.2 as amended (Stockholders or Ownership Statement or SEC Filing or link)	j--,
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Subcontractor's Declaration)	/
	A bid guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	N/A
	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22 (Consent of Surety)	N/A
X	IRAN Certification regarding Disclosure	
X	Statutory anti discrimination language agreement form - NJSA 10:2-1	/rV
X	Annual Political Contribution Disclosure NJSA 19:44A-20.27	t}v
X	Pay to Play forms and instructions - NJSA 19:44A-20.26	

B. Failure to submit the following documents may be a cause for the PROPOSAL to be rejected. (N.J.S.A. 40A:11-23.1b.)

Requested with Submission of PROPOSAL (Owner's checkmarks)		Initial Each Item Submitted With PROPOSAL (Submitter's Initials)
X	Background Questionnaire	IV
X	Debarred List Affidavit	I
X	Submission of a Non-Collusion Affidavit (this form must be notarized)	f}V
X	Affirmative Action Requirements	IJ/J
X	Bidder Certificate showing ability to perform contract, pursuant to N.J.S.A. 40A:11-20	V
X	PROPOSAL Forms /PACKAGE	IV"
X	Public Works Contractor Registration Form (submission due prior to award)	I
X	New Jersey "Business Registration Certificate" Form NJSA 52:32-44 (submission due prior to award)	IV

C. WILL BE SUPPLIED PRIOR TO COMMENCEMENT OF INDIVIDUAL PROJECTS UNDER THIS PROGRAM:

1. Owner's Statement with respect to N.J.S.A. 40:11-23.1c: See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of PROPOSER: Utility Service

By Authorized Representative:

Signature: [Handwritten Signature]

Print Name and Title: Jonathan Carlo, SVP

Date: - - - 5.11.11 - - -

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO RFP DOCUMENTS FORM

Merchantville-Pennsauken Water Commission
(Name of Local Contracting Unit)

Main Rehab/Replacement Program Proposal
(Name of Project)

10-2019
(Project Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
<u>uo,vg.</u>				

Acknowledged by bidder:

Name of Bidder: SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

By Authorized Representative:

Signature: *L. u. a.*

Printed Name and Title: _____

Date: 11-25-11

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word "IN-HOUSE" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve the any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided.

Plumbing and Gas Fitting and All Kindred Work:

Name Falasca Mechanical, Inc. Phone# 856-794-2010
Address 3329 North Mill Road, Vineland, NJ 08360
License Number: 36=8101"0"39"6,,00

Steam Power Plants, Steam and Hot Water Heating and Ventilating:

Name Falasca Mechanical, Inc. Phone# 856-794-2010
Address 3329 North Mill Road, Vineland, NJ 08360
License Number: Not Applicable NJHVACR License Number: 19HC00019200

Electrical Work: _____

Name N/A _____ Phone# _____
Address _____

License
Number: _____

Structural Steel and Ornamental Iron Work: _____

Name N / A _____ Phone# _____
Address _____

License Number: Not Applicable

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME

FALASCINI MECHANICAL, INC.

TAXPAYER IDENTIFICATION#

223w60T--6241000r

ADDRESS:

223w60T--6241000r
VENEZIANO - NJ 08302

EFFECTIVE DATE
081261ta

TRADE NAME:

CONTRACTOR CERTIFICATION#

0098017

ISSUANCE DATE:

W/19101

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Certificate Number
64699

Registration Date: 05/03/2019
Expiration Date: 05/02/2021



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:

Falasca Mechanical Inc.
2019

Responsible Representative(s):

Daniel Falasca, President

A handwritten signature in black ink, appearing to read "R. Asaro-Angelo".

Robert Asaro-Angelo, 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.

FALASCA MECHANICAL, INC.
 3329 NORTH MILL ROAD
 VINELAND, NJ 08360

State of New Jersey



**DEPARTMENT OF THE TREASURY
 DIVISION OF PROPERTY MANAGEMENT AND
 CONSTRUCTION
 33 WEST STATE STREET - P.O. BOX 034
 TRENTON, NEW JERSEY 08625-0034**



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
Unlimited	C009 -GENERAL CONSTRUCTION/ALTER.& ADDITIONS C032 -HVACR license #: 19HC00019200 C030 -PLUMBING license #: 36BI01039600	05/01/2019 05/01/2019 05/01/2019	04/30/2021

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).



April 24, 2019

Daniel Falasca, President
Falasca Mechanical, Inc.
3329 North Mill Road
Vineland, NJ 08360

Re: Contractor Prequalification Notice

Dear Mr. Falasca:

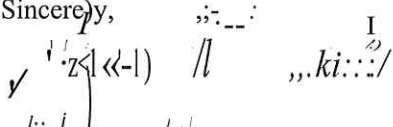
The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that **Falasca Mechanical, Inc.** has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

<i>Trade(s)</i>	<i>Aggregate Rating</i>
GENERAL CONSTRUCTION/ALTERATIONS & ADDITIONS	UNLIMITED
PLUMBING	
HVACR	

Your firm is prequalified by the NJSDA until **April 30, 2021**. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

Karon L. Immonds
Director
Risk Management and Vendor Services

cc: Prequalification File
M. Tyner



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
20 W. STA TE STREET
PO BOX 042
TRENTON, NEW JERSEY 08625-0042

REPLY TO:
Tl;L: (609) 94 -3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is\$ 122,305,184.26.

The amount claimed includes uncompleted porlions of alf currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including a// outstanding incomplete contracts does not exceed my prequalification dollar limit.

Affix corporate seal here

Respectfully submitted,

By Falasca Mechanical, Inc.

Name of Firm

Handwritten signature of Daniel Falasca

Daniel Falasca

Signature

President

Title

3329 North Mill Road, Vineland, NJ 08360

Business Address

856-794-2010

Phone

Sworn to and subscribed before me This 20th day of November 2019

Notary Public

RICHARD A. PETTIT, JR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 7, 2021
I.D. 2404167

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE Board of Exam. of Master Plumbers H

AS LICENSED

DANIEL FALASCA
T/A FALASCA MECH INC
329 NORTH MILL ROAD
INELAND NJ 08360

FOR PRACTICE IN NEW JERSEY AS A(N): Master Plumber

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers
AS LICENSED
DANIEL FALASCA
Master Plumber

Daniel Falasca
SIGNATURE
Paul Rodriguez
ACTING DIRECTOR

V
05/03/2019 TO 06/30/2021
368101039600
License/Registration/Certificate #

05/03/2019 TO 06/30/2021
VALID

Daniel Falasca
Signature of Licensee/Registrant/Certificate Holder

368 101039600
- LICENSE/REGISTRATION/CERTIFICATE #

Paul Rodriguez
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Board of Exam. of Master Plumbers
P.O. Box 45009
Newark, NJ 07101

PLEASE DETACH HERE

DANIEL FALASCA EXPIRATION DATE 2021
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 3681 01039600 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS USE THIS SECTION TO REPORT ADDRESS
CHANGES YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW

Board of Exam. of Master Plumbers
P.O. Box 45008
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC

HOME D
BUSINESS D

PRINT YOUR NEW MAILING ADDRESS BELOW
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE

HOME D
BUSINESS D

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of HVACR Contractors

HAS LICENSED

DANIEL FALASCA
3329 NO MILL ROAD
VINELAND NJ 08360

FOR PRACTICE IN NEW JERSEY AS A(N): II/master HVACR Contractor

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of HVACR Contractors
HAS LICENSED
DANIEL FALASCA
Master HVACR Contractor

05/22/2018 TO 06/30/2020
VALID
19HC00019200
License/Registration/Certificate #

Daniel Falasca
SIGNATURE
Sharon J. ...
ACTING DIRECTOR

PLEASE DETACH HERE -- 1
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Exam. of HVACR Contractors;;
P.O. Box 47031
Newark, NJ 07101

05/22/2018 TO 06/30/2020
VALID

Daniel Falasca

Signature of Licensee/Registrant/Certificate Holder

19HC00019200
LICENSE/REGISTRATION/CERTIFICATE #

ACTING

PLEASE DETACH HERE----

DANIEL FALASCA

EXPIRATION DATE 2020

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 19HC 00019200 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW

Board of Exam. of HVACR Contractors
P.O. Box 47031
Newark, NJ 07101

PAINT YOUR NEW ADDRESS OF RECORD BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME D
BUSINESS D

TELEPHONE
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

HOME D
BUSINESS D

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate number to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

STATE OF NEW JERSEY
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DIVISION OF TAXATION
TRENTON, N J 08695

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FALASCA MECHANJ;CAL, .. INC.
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Robert K. Thompson

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Datlssued: **03-30-05**

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Certification 28383

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor....listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2017** to **15-MAY-2020**

**FALASCA MECHANICAL INC
3329 NORTH MILL ROAD
VINELAND NJ 08360**



Fred M. Bader

NO MATERIAL CHANGE OF CIRCUMSTANCES


AFFIDAVIT

I, Daniel Falasca, _____ being of full age under oath depose and say:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.
2. A statement as to the financial ability, adequacy of plant and equipment, organization and prior experience of [Bidder], as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within one (1) year preceding the date of opening of bids for this contract.
3. I certify, as required by N.J.S.A. 18A:18A-32 that there has been no material adverse change in the qualification information of [Bidder] since such statement was submitted to the Department of Treasury **except: -----**

None

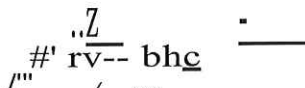
SEAL

 _____
 Daniel Falasca
 SIGNATURE

 President
 TITLE

Falasca Mechanical, Inc.
 COMPANY

Sworn to and subscribed
 before me this 20th day
 of November, 2019.


 RICHARD A. PETTIT, JR.
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires February 7, 2021
 I.D. 2404167



May 21, 2012

Falasca Mechanical
3329 N Mill Road
Vineland, NJ 08360

Dear Sir:

Due to the fact that you are signed with Local Union 322's Collective Bargaining Agreement it provides for Health & Welfare, Pension and a Certified Registered Apprenticeship Program. Enclosed is documentation regarding the Apprenticeship Program.

If you should need any additional information, please do not hesitate to contact me.

Very truly yours,

LOCAL UNION 322

James 8. Kehoe
Business Manager

JBK/af

United States Department of Labor
Bureau of Apprenticeship and Training

Certificate of Registration

PLUMBERS LOCAL UNION #322 JATC
WESTVILLE, NEW JERSEY

For the trade classifications of PLUMBER, PIPEFITTER AND PIPEFITTER (REFRIGERATION & AIR CONDITIONING SPECIALIST)

*Registered as part of the National Apprenticeship
in accordance with the basic standards of approval
established by the Secretary of Labor* fl.



(NIRA 19: 1917. _____
DATE

(REVISED OCTOBER 29, 1981)

11298
REGISTRATION NO.

Ronald J. Primm

SECRETARY OF LABOR

Robert C. ...

ASSISTANT SECRETARY FOR EMPLOYMENT AND TRAINING

James R. ...

ADMINISTRATOR, BUREAU OF APPRENTICESHIP AND TRAINING

State of New Jersey, Department of Education
Division of Vocational Education and Career
Preparation

TRENTON

Certificate of Approval for Apprentices Training

This is to certify that

PLUMBERS LOCAL UNION #322 JATC

has applied to the Department of Education for approval to train apprentices and has agreed to conduct this program in conformity with the standards for apprentices training established by the New Jersey Department of Education. The facilities of this establishment have been inspected and are hereby approved for training in the trade noted in the application to the Division of Vocational Education and Career Preparation.

Given at Trenton, New Jersey, this 17th day

of February, 1989

Edward J. Burke
Commissioner of Education

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JANUARY 27, 2006

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State of New Jersey

Department of Military and Veterans Affairs

STATE APPROVING AGENCY NON-COLLEGE DEGREE PROGRAMS

Certificate of Approval

This is to certify that LOCAL UNION #322 PLUMBING & PIPEFITTING
has complied with the New Jersey standards for the approval of conducting veterans education and training programs and
is hereby granted this Certificate of Approval to provide instruction in all approved courses to veterans and eligibles at
the WINSLOW campus by the: Division of Veterans Programs, New Jersey Department of
Military and Veterans Affairs.

This certificate may be renewed upon expiration provided the above named school is in compliance with the current federal and
state regulations concerning certification of veterans education and training programs. This Certificate of Approval is
issued in accordance with rules and regulations adopted pursuant to Title 38 U.S. Code and New Jersey law.

Issued 01 01 95
Day Month Year
Carl H. Brown
ASSISTANT DIRECTOR STATE APPROVING AGENCY

Expires 01 01 97
Day Month Year
Paul J. Blazan
THE ASSISTANT GENERAL

DUPLICATE

United States Department of Labor

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JANUARY 29, 1979

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Loi. Chao
Secretary of Labor

NJ002790015

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06/12/08

Taxpayer Identification# 210-742-073/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

Handwritten signature
Director

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE:**

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
SOUWITS, INC.

ADDRESS:
202 REEVES ROAD
BRIDGETON NJ 08302
EFFECTIVE DATE:

03/11/03

TRADE NAME:

LIENCE NUMBER:
8

ISSUANCE DATE:

06/12/08

Director
New Jersey Division of Revenue

FORM-BRC(08-01)

NOT assignable or transferable



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

January 10, 2019

Ms. Lauren Hendrickson
D/ESBE Officer
South State, Inc.
202 Reeves Rd.
Bridgeton, NJ 08302

Dear Ms. Hendrickson:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged/Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning January 10, 2019, and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

VicYti MI - ()

Vicki Tilghman-Ansley
Acting Director
Division of Civil Rights and Affirmative Action

VTN smm
c: File

Certificate Number
51407

Registration Date: 04/11/2018
Expiration Date: 04/10/2020



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:

Responsible Representative(s):

Chester J. Ottinger, Sr., President

flaat-

Robert Asaro-Angelo, Acting Commissioner
Department of Labor and Workforce Development

South state Inc. 8

NON TRANSFERABLE

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

Attachment C

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION VENDORS/CONTRACTORS/FIRMS MUST FILE 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 delinquent 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 PL. 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/Officer or Contact Name: _____; Contact Phone: _____

Sign Certification - next page

DISCLOSURE OF INVESTMENT ACTIVITIES INTRAN

VENDOR/CONTRACTOR/FIRM: _____ Southside, Inc. _____

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 the MPWC 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 MPWC to notify the MPWC 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 the MPWC and that the MPWC at its sole option may declare any contract(s) resulting from this certification void and unenforceable.

F 11N (p .) _____ Chester J. Ottinger, Jr.
u rne rmt1: _____

Signature: _____
Title: _____ President _____

Date: November 4, 2019

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/pdf1Chapter25List.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:

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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: SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

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 the MPWC 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 MPWC to notify the MPWC 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 the MPWC and that the MPWC at its sole option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: vd - {; £

Title: Mr. V. A. U Z.

Date: 11-25-2011

BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company - - - 1990 - - - - -
 Name and address of officers: - - - - -

President Catherine Ricoy -
 Vice President Jonathan Cato -
 Secretary Shane Albritton -
 Treasurer Fernando Almirall -



1. How many years has your organization been in business as a general contractor under your present business name? + _____
2. How many years experience in this type of construction work has your organization had? _____
1. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _ _ _ _	_____	_____
B.	\$ _ _ _ _	_____	_____
C.	\$ _ _ _ _	_____	_____
D.	\$ _ _ _ _	_____	_____
E.	\$- - - -	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>TeleP.hone No.</u>
A.	_____	_____
B.	_____	_____

Background Questionnaire

Page2

Name and Address

Telephone No.

- C. _____
- D. _____
- E. _____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? _____
If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? JVO
If so, state the name of individual, position and the name of the other organization

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)?
If so, where and why? lt7 /rr lh

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Background Questionnaire

Page 3

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____		\$ _ _ _ _ _
_____		\$ _ _ _ _ _

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

"Bidder are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and NJ .A C. 17:27. and agrees to furnish the required forms of evidence.

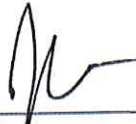
The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Subscribed and sworn to before
me this

JS day of _____, 20R



Notary Public of heo'q



Signature

Jonathan Cato, SVP

Name & Title
(Type or Print)

My Commission expires:

9/19/21

Date



CERTIFICATION OF SITE SAFETY CONDITIONS

TOWN: YS PROJECT: UVI.G-4
NAME: < \ c n b
\Gto,%e.mQ.(1+
COUNTY: Camden JOB# _____

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted:

- D Unsafe Trench Condition
- D Unsafe Entry to Live Manhole
- D Unsafe Traffic Control
- D Unsafe Equipment
- D Inadequate Fall Protection
- D Proximity to Electric
- D Other _____
- D None _____
- Comments/Resolutions _____

Contractor: Utility Service Co., Inc.
by: [Signature]
Authorized Representative
— \ '3..- , v?

I executed this form at _____ on _____ Date 4
Time _____

Revised

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

AFFIDAVIT

I, Donath of the (City, Town, Township, Borough, etc.)

of _____ in the County of _____ and the

State of _____ of full age, being duly sworn

according to law on my oath depose and say that:

- 1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

_____ own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

SEAL

Donath Title: CEO, VP

Q v: c- e c) A: k, Name of Company

Subscribed and sworn to before me this 25th day of Nov, 2019, Notary Public of Georgia
Cristyl Smith
My commission expires: 9/19/21
(Date)



NO -COLLUSION AFFIDAVIT

STATE OF Georgia

SS.

COUNTY OF Newton

I, Jonathan Cato of the (City, Town, Township, Borough, etc.)

of Newton in the County of Newton and the

State of Georgia, of full age, being duly sworn

according to law on my oath depose and say that:

I am Jonathan Cato of the firm of Utility Service Co., Inc. the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained is disclosed and in this affidavit are true and correct, and made with full knowledge that the affiant relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent, fee except bona fide employees or bona fide established commercial or selling agencies maintained by

Utility Service Co., Inc.
(Name of Bidder)

(N.J.S.A. 52:34-15)

(Also type or print name of affiant under signature)
Jonathan Cato, SRP

subscribed and sworn to before me this 10th day of Nov. 2021
Cristyl Smith
Notary Public of Georgia

My commission expires:

9/19/21
(Date)



STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY C, e C ' - - a.

SS
COUNTY OF 11 K) C'''.

I, 1, ; 'S:)S), t()..la of the City/Town/Township/Borough, etc. ? in the

County of { _____ and the State of h, e full age, being duly sworn according to law on my oath depose and say that:

I am ' sV - Lt> | VQib..1()t-s-Vr - an officer of the firm of

.SA&-Q. v.L:(> t), ,U the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the _____, as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Utility Service Co., Inc.

b3 se: eSh Su, l. l. AIF- |G|l'-1.o., J: >..

(Insert Name, Telephone No., Fax No. and Address of Contractor)

JD309

(Insert Name and Title of Affiant)

Jonathan CJ-O, V P

Subscribed and before me this _____ day of A!OV 20l.

Notary Public of 6-00. Q. a.



My Commission Expires 20J.L.

Main Program 10/2019

PREVAILING WAGE PAYMENT CERTIFICATION

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT _____

TO _____
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen Pursuant to New Jersey Prevailing Wage Act. Chapter 150 Laws of 1963 of New Jersey and all other claims.

The undersigned Contractor hereby certifies that any and all workmen employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Commissioner of Labor and Industry, of the State of New Jersey, and that all suppliers and material men have been paid in full all amounts claimed by them, and there remains no outstanding claim lien, or dispute; nor any contingent claim by any of the foregoing:

DATED: _____ CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF _____

_____, being duly sworn according to law, upon his oath disposes and says that he is the _____ (Owner-pres. or authorized agent) of _____ (name of corporation) that he has read the aforesaid statement of certification and knows the content thereof and that the same is true of his own knowledge and this affidavit is being executed by him pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963).

Signature

Sworn and subscribed to before me this _____ day of _____ 20__

Notary Public of New Jersey

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-APR-2022**

UTILITY SERVICE CO., INC.
1230 PEACHTREE ST., NE, SUITE 1100
PERRY GA 30309



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: U.S.C., INC.
Trade Name: UTILITY SERVICE CO
Address: 535 GEN COURTNEY HODGES BL
PERRY, GA 31069
Certificate Number: 1145183
Effective Date: April 26, 2005
Date of Issuance: October 21, 2019

For Office Use Only:
20191021112400626

SUMMARY RESUMES



Joe Jasinski

:DWHU 6\WHP &RQVXOWDQW (State of New Jersey)

Areas of Specialization

- Water System Consultation
- Asset Maintenance
- Asset Management
- Project Management
- Project Scheduling
- Tank Inspection
- Utility Management
- Condition Assessment
- Training
- Bidding Management
- Contract Management
- Personnel Supervision
- Business Administration

Years of Experience

- Nine (9) Years

Mr. Joe Jasinski serves as a dedicated Water System Consultant with nine (9) years of experience in the water and wastewater industries. He is readily available to the municipalities he serves for any project consultation, to answer any questions, provide any information about other services, and assist as a constant resource in all aspects of water systems, maintenance, and asset management. Mr. Jasinski has been employed with SUEZ Advanced Solutions | Utility Service Co., Inc. as a Water Systems Consultant in the State of New Jersey. He has provided project and asset management practices to countless customer utilities in the State of New Jersey. He provides condition assessments on water storage tanks, designs scopes of work for assets to include paint specifications, and projects work schedules for the municipality. Mr. Joe Jasinski takes pride in maintaining personal relationships with each of his customers to ensure SUEZ is serving each of our them better than any other company in the market.

Experience

68(= \$GYDQFHG 6ROXWLRQV_8WLQW 6HUYLFH &R ,QF
Role: Water System Consultant (State of New Jersey)

- Develops and implements an effective strategy to capitalize on opportunities in his respective territories.
- Utilizes all products and services available to create SUEZ separation from the competition
- Lead-generation and creation of opportunities through the established SUEZ Advanced Solutions | Utility Service Co., Inc. Sales Process
- Performs industry-standard condition assessments on all types of potable water storage structures
- Manages existing customer base utilizing relationships to grow new business accounts
- Creates and implements new marketing promotions and strategies to gain market share
- Works directly between Line of Business team(s) for each product line and customer to close deals and identify opportunities
- Comprehensive knowledge of asset management and maintenance programs for the potable water, wastewater, and utility industry
- Sales development, planning, and management for water, wastewater, municipal, industrial, and commercial customers
- Salesforce experience, forecast accuracy through strong business relationships. Understand the customer's needs and time-lines for sales

Chad Atcheson, E.I.T.

Manager of Network Asset Management

Education

Auburn University-
Master of Civil
Engineering

Certifications

- Confined Space Entry Trained
- 40 Hour OSHA Training
- First Aid/AED
- Pipeline Assessment Certification Program (PACP)
- Manhole Assessment Certification Program (MACP)
- Lateral Assessment Certification Program (LACP)

Projects

- Fortune 100 Environmental Compliance
- Fortune 100 Infrastructure Condition Assessments
- Fortune 100 Wastewater Integrity Assessments

Professional Organizations

- Director of Younger Members (ASCE)
- American Water Works Association
- Dale Carnegie Course
- Rivers of the World Foundation
- Peace and Hope

Years of Experience

- 8+ years in pipeline rehabilitation, condition assessment, and trenchless technology

SUEZ ADVANCED SOLUTIONS, Atlanta, GA

2019- Present

Manager of Network Asset Management

- Responsible for all pipe rehabilitation, condition assessment, and trenchless technology activities within North America.
- Coordinating the procurement, design and improvement of specialized equipment with the LOB Leaders and the Director of Operations.
- Assisting the LOB Leaders and Sales to negotiate project scope, specifications and costs with external and internal customers, engineering firms and others.
- Reviewing permits, submittals, drawings and providing recommendations.
- Communicate effectively with customers, operational crews & management, subcontractors, and senior company management.
- Ensure customer satisfaction by establishing high quality work standards and processes.

Ramboll, Atlanta, GA

2014- 2019

Project Engineer

- Provide environmental compliance for industrial wastewater, stormwater and air pollutions.
- Manage site investigations and identifies areas of environmental risk.
- Develop environmental management practices implemented at facilities.
- Executes design computations, develops design criteria and drawings.

Advanced Drainage Systems, Buford, GA

2011 - 2014

Project Engineer

- Provided engineering of new product development while managing all phases of production from concept through production launch.
- Developed LEED 2009 Credits program, CSI Specifications, Inlet Capacity Charts and calculators.
- Gained structure approval through SDOT, UDOT, VDOT and multiple city specifications.
- Engineered multiple on-site testing procedures according to ASTM and AASHTO standards.

Industrial Access, Inc., Alpharetta, GA

2010 - 2012

Civil Engineer

- Engineered preservation solutions and repairs of industrial chimney smoke stacks while maintaining state and local safety regulations.
- Managed asbestos removal procedure for on-site treatment applications.
- Verified construction and civil engineering performance with specifications, codes and drawings.
- Drafted professional inspection reports for government aid, city submittals and clients.

Vice President (North Region)

Areas of Specialization

- Strategic & Tactical Marketing
- Business Planning
- Product Management
- Business Development
- Technology Assessment & Deployment
- Product Commercialization
- Operations Management
- Market Development & Research
- Innovative Product Development
- Joint Ventures & Partnerships
- Sales Management
- Relationship Building
- Account Cultivation
- Ethnographic Research
- Voice of the Customer
- Manufacturing Operations & Processes
- Leadership Skills
- Talent Development
- Metrics-based Performance Measurement

Education

- MBA, Marketing, University of Connecticut, 1983.
- BS, Chemistry, New York State University, 1978.

Training

- Stage Gate-based Product Development
- 6 Sigma (Green Belt)
- Continuous Improvement
- Lean Concepts
- Voice of the Customer
- Sales & Operations Planning (S&OP)

Years of Experience

- 30+ Years

Accomplished Strategic Marketing, Product Management, Business Development and Sales professional with broad based business to business, business to government, and business to consumer experience. Accomplishments include dramatic increases in sales with improved profitability and earnings through the implementation of integrated marketing, sales, business development, product management and product development initiatives that expand served markets and increased customer loyalty. Proven expertise in P&L Management and an impressive track record of success in the identification and commercialization of new technologies, products and services gained through the management of projects for over 55 new product offerings and 15 new service offerings. Extensive experience in; strategy development and deployment, channel development, creation of compelling value propositions for both channel partners and customers. Solid business acumen combined with excellent broad technical and financial aptitude and strong relationship building skills.

Experience

SUEZ Advanced Solutions | Utility Service Co., Inc.

(2014 – Present)

Role: Vice President (North Region)

Responsible for all sales and operations activities in the 16 states that comprise the North Region of SUEZ. This includes five (5) service centers providing products and services to enhance the distribution and treatment systems for municipal water and wastewater as well as industrial water handling assets as well as a 14-person sales team including territory managers and in-field technical assistance personnel.

Siemens Drives Technologies

(2011 – 2014)

Role: Manager (Product Market Assessment & Planning)

Responsible for business case development, market assessment, new product road-map strategy, development of product market requirement specifications. Responsibility extends to full portfolio of medium voltage drive products. Products are marketed into oil/gas, chemical/petrochemical, metals, mining and water/wastewater.

Role: Manager (Global Strategic Marketing)

Implement new program to provide market intelligence and develop strategic insights to guide direction of Siemens Drive technologies. Goal: improved strategic planning and development new business opportunities. Program directly works with the CEO of Siemens Large Drives- Systems. Lead a staff of four (4) Marketing Analysts and Project Managers with support from regional companies around the globe. Efforts span all regions and all markets on a global basis. Concentration on oil and gas, power generation, metals, mining, water and wastewater, pulp and paper.

Role: Manager (Global Strategic Marketing)

Led strategic and tactile efforts to identify, develop and implement improvements to processes that address customer support, marketing, sales process and external communications. Result: Accelerated progress and reduced implementation and planned project completion by over six (6) months.

Siemens Water Technologies

(2010 – 2011)

Role: Project Manager & Construction Engineer

Responsible for strategy development and cross-functional implementation across the marketing, sales and product management activities. Held lead and sponsorship roles in development of; new programs to drive revenues, critical and actionable market information, product portfolio and product positioning/directional drive.

Nicholas Opencar

Senior Project Manager | Project Developer

Areas of Specialization

- Project Management
- Project Development
- Project Design
- Technical Expertise
- Energy Management
- Energy Savings
- Energy Conservation
- Measurement Development
- Estimating Cost
- Cost Analysis
- Operation and Maintenance Analysis
- Scheduling
- Contract Development
- Contract Negotiations
- Multi-Subcontractor Acquisition-Management
- AIA Documents
- Billings
- Purchasing
- Team Leadership
- Training
- Directed Reports
- Chief Estimator of Public/Private Work

Education

- Youngstown State University, Project Management Program (PMP) / Certified Energy Management Courses

Certifications/Associations

- OSHA 30 Certification
- Association of Energy Engineering

Years of Experience

- 28 Years Total
- Five (5) Years in the Asset

Management Industry

Professional Experience

SUEZ Advanced Solutions | Utility Service Co., Inc. (2015 – Present)

Role: Senior Project Manager | Project Developer

- Create a detailed work plan which identifies and sequences the activities needed to successfully complete the project.
- Determine the resources (time, money, equipment, etc) required to complete the project.
- Provide internal technical guidance and project support to ensure full achievement of customer satisfaction.
- Coordinate and manage the negotiation of customer and Consultant/ Subcontractor contracts during the project development process.
- Manage project staff and/or volunteers according to the established policies and practices of the organization.
- Review the quality of the work completed with the project team on a regular basis to ensure that it meets the project standards.
- Monitor cash flow projections and report actual cash flow and variance to senior management on a regular basis (monthly/bimonthly)

Constellation Energy

(2011-2015)

Role: Senior Program Manager

- Develop technical (scope), legal and financial solutions, both internally and externally, for specific accounts communicating with decision makers and other customer representatives to develop positive relationships to secure the sale of Solutions' offerings.
- Developing and presenting concepts and technical findings, at varying levels of the project development process, whether in written form or in a oral presentation format.
- Provide internal technical guidance and project support to ensure full achievement of customer satisfaction
- Coordinate and manage the negotiation of customer and Consultant/ Subcontractor contracts during the project development process
- Lead Solutions' project development team to meet client and Solutions expectations through the following processes occurring primarily in the steps leading up to and including the project contract signing, including but not limited: feasibility/education, request for qualification (RFQ) responses, request for proposal (RFP) responses, investment grade audit (IGA) development, contract terms and conditions development, securing project financing and measurement and verification plan development

Trane Company

(2005 - 2011)

Role: Project Manager | Team Leader

- Maintained a 33 % Gross Margin on All Turnkey projects
- Successfully Added Two (2) Personnel For Department Growth Needs
- Contract Negotiations, Coordinated Subcontractors, Billings, Estimates On All Projects
- Successfully managed performance contract projects (Schools/Government)
- Rose As A Team leader Among The Sales Staff to Lead In These Successes
- Manager's Choice Award for Contracting 2006
- Northeast Contracting Awarded To Office 2009

Keith Campbell

GIS Analyst | Pipeline Asset Management

Education

BS, Geography/GIS
Jacksonville State
University, 2006

Certifications

- Water Grade II Distribution Operator No.: C007712

Areas of Specialization

- Pipeline asset management
- Project cost & estimating
- GIS analysis
- Producing various thematic maps that follow cartographic principles
- Pipe condition and assessment
- Pipe rehabilitation
- Valve & hydrant assessment
- Helium Leak Detection
- Database Management and Validation
- Personnel Supervision

Years of Experience

15+

Proficient in the use of ESRI software, such as ArcGIS 10.x. Additionally, has experience using ERDAS IMAGINE, Trimble, GPS Pathfinder Office, Sokia, and Data Interoperability. Skills include address geocoding, georeferencing/rectifying images, producing thematic maps, data management and validation, creating models using ModelBuilder and working in a SDE (server based) environment. Previous experience consists of pipeline construction, meter installation and programming, CCTV sewer mains, GPS field collection, water/sewer master planning, and construction of water treatment plant.

Contributes expertise and is responsible for GIS related tasks on projects, as well as project costing and design for pipeline asset management and SIPP rehabilitation:

- Generating pricing models for SIPP and PAMP projects
- Preparing and coordinating scope and proposal requests for SIPP program
- Designing map and scheduling concept of SIPP projects
- Producing and transferring the data dictionary
- Importing, post-processing, validating, and managing inspection data
- Building a streamlined process to generate summaries and reports
- Generating maps for reports, presentations, and surveys
- Advising the team on GIS innovations, needs, and issues

Previous Experience

Oxford Water Works & Sewer Board (Oxford, AL)

GIS Coordinator, 2006 – 2017

- Developed, maintained and ensured accuracy of file GIS database and maps
- Organized, converted files from city/county for analysis and map production
- Trained incoming GPS technicians, line locator, CCTV operators, meter readers
- Performed quality assurance on all spatial data obtained by GPS technicians
- Provided GIS technical assistance to water and sewer construction field workers
- Reviewed and developed designs of new construction for facility additions and water/sewer line expansions
- Supervised and scheduled work for 30 employees including GPS field tech, meter readers, construction crew and sewer maintenance
- Initiated Sewer Rehab Program for infrastructure (CCTV, pipe reconstruction and lining)

Jonathan Cato

Senior Vice President (Lines of Business, Operations, & Engineering)

1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

Areas of Specialization

- Steel Tank Asset Management
- Concrete Asset Management
- Construction Management
- Financial Analysis
- Contract Management
- Estimating

Education

- Bachelors of Materials and Fiber Engineering, Georgia Institute of Technology

Associations

- AWWA
- SSPC
- NACE
- ACI

Years of Experience

- 15 Years in Water Tank Asset Management
- 10 Years of Chemical Engineering in the Mining Industry

Mr. Jonathan Cato's experience pertaining to all aspects of executive and project management, coupled with his engineering background and tank maintenance experience, afford him the ability to manage multiple areas of our existing product offerings and direct our customers toward the future and USCI's new service offerings.

Experience

SUEZ Water Advanced Solutions/Utility Service Co., Inc.

Senior Vice President (Advanced Solutions LOB) 2012-Present

Vice President of Operations 2009-2012

Responsible for operations for all USG Service Centers nationwide.

General Manager of Contracting Division 2002-2009

Responsible for all estimating and project management for publicly bid tank projects nationwide.

Project Manager/Lead Estimator 2000-2002

**Thiele Kaolin Company
Chemical Process Engineer 1990-1999**

Process improvement, new product development, new process development, and wastewater/environmental management.

Project Experience

City of Atlanta, GA

Eight tank renovation package: \$7.2M

Managed all estimating and project management for successful completion of project. Included lead abatements, concrete restoration, tank demolition, and numerous mechanical repairs.

Birmingham Water Works Board

Four tank renovation package: \$3.3M

Managed all estimating and project management for successful completion of project. Included lead abatements, installation of passive mixing systems, and numerous mechanical repairs.

City of Philadelphia, PA

Interior and exterior renovation of 1.5MMG Elevated Tank: \$2.1M

Managed all estimating and project management for successful completion of project. Included lead abatement, numerous mechanical repairs, removal of old roof and engineering, fabrication and installation of new roof.

Jason G. Saylor, PE

Director of Engineering

1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

Areas of Specialization

- Infrastructure Improvement Projects
- Construction/ Demolition Projects
- Building/Facility Projects
- Contract Development
- QA/QC & Field Engineering
- Claim Management
- Budgeting & Cost Controls
- Bidding/Contract Management
- Personnel Supervision

Education

BS, Civil Engineering
Pennsylvania State University, 1995

Certifications

- CSI Construction Documents Technologist, Construction Specifications Institute
- Construction Outreach
- Confined Space Awareness
- Hazardous Communications
- OSHA Construction Safety and Health

Years of Experience

- 15+ Years

Mr. Saylor leverages his experience as an engineer and leader in his role as the Director of Engineering at SUEZ. His high-level responsibility is managing the engineering department, developing and tracking project plans and working closely with line of business leaders on equipment design and selection. He is also responsible for the following:

- Coordinating the engineering department with the Lines of Business (LOB) Product Managers, Regional VPs, Regional Operation Managers, Director of Tank Operations to develop project plans.
- Coordinating the procurement, design and improvement of specialized equipment with the LOB Leaders and the Director of Operations.
- Assisting the LOB Leaders and Sales to negotiate project scope, specifications and costs with external and internal customers, engineering firms and others.
- Reviewing permits, submittals, drawings and providing PE approval.
- Developing departmental budgets and monitoring performance to budget.

Experience

Wastewater to Energy (Ww2E) Wastewater Treatment Facilities Upgrade Northumberland County, PA

Role: Construction Engineer/Construction Manager

Responsible for contract administration, conducting construction progress meetings, coordinating on-site construction activities with the contractor, the owner, the engineer, review of contractor's construction activities and payment requests, coordination of on-site inspection, and resolution of design and construction conflicts and compliance with the construction documents.

Aerobic Digester Equipment Procurement & Installation Northumberland County, PA

Role: Construction Engineer/Construction Manager

Responsible for contract administration, conducting construction progress meetings, coordinating on-site construction activities with the contractor, the owner and engineer, review of contractor's construction activities and payment requests, coordination of on-site inspection, resolution of design and construction conflicts, and compliance with construction documents.

Water Treatment Plant Improvements Project | Lancaster County, PA

Role: Project Manager & Construction Engineer

Responsible for preparation of design drawings and bidding documents, construction contract administration, review of shop drawings, coordination of on-site inspection, resolution of disputes and design conflicts, and compliance with construction documents.

Water System Improvements Project | Perry County, PA

Role: Construction Engineer

Responsible for contract administration, conducting construction progress meetings, coordinating on-site construction activities with the contractor, the owner, and engineer, review of contractor's construction activities and payment requests, coordination of on-site inspection, and resolution of design and construction conflicts and compliance with the construction documents.

Christie L. Houseman, E.I.T.

Project Engineer II (2)

1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

Years of Experience

- 7+ Years

Ambitious, hardworking and dependable project engineer with nearly 3 years of experience in the municipal sector. Consistently completes projects within budget and ahead of schedule. Interested in earning PE designation, and eligible to sit for exam after April 2019.

Certification

- Engineer-in-Training (E.I.T)
- GSWCC Level II
Certified Plan Reviewer

Experience

SUEZ Advanced Solutions

2018–Present

Project Engineer II

- Prepare project designs, technical documents, drawings and permit applications
- Evaluate regulatory standards related to principle businesses and communicate with Operations and Service Centers to convey necessary utility renovations/rehabilitation
- Support implementation of Engineering Department strategies to standardize processes, procedures and designs
- Work directly with State agencies to obtain approvals for proposed utility construction
- Assist utilities with project management of capital improvement projects

Education

- Master of Science, Environmental Engineering, Mercer University, 2015
 - GPA: 3.812
- Bachelor of Science, Environmental Engineering, Mercer University, 2015
 - GPA: 3,884
 - Minor: Sociology

Rindt-McDuff Associates, Inc. (RMA)

2017–2018

Project Engineer I (Municipal Water & Wastewater)

- Served the design and drafting needs of several project managers within the municipal water/wastewater team
- Developed construction designs, drawings and utility system maps
- Accompanied project managers on site visits, bid openings and client meetings, as required
- Assembled competitive proposals to win additional work for the team
- Prepared programs, reports and ordinances, as requested by clients
- Coordinated with/provided instruction to electrical/mechanical subcontractors
- Worked with vendors to select equipment best-suited for project designs

Areas of Expertise

- Gravity Sewer Design
- Industrial Pretreatment
- Proposal Drafting
- Utility Permitting
- Process Experience
- Strong Technical Writing
- Erosion, Pollution, & Sediment Control
- Construction Plan Production

Integrated Science & Engineering, Inc. (ISE)

2016–2017

Engineer I (Water & Wastewater)

- Completed structural drawings and calculations for ten story residential building K-12 and twenty story residential building K-4
- Rebar inspections, review of site super reports, and 3-D structural analysis
- Prepared structural drawing sets and engineering specifications
- Adhered to all of the latest structural standards and codes in Moscow (CH/II)

Software Proficiencies

- AutoCAD
- ArcGIS
- Civil 3D
- MS Office

Petar Kovacevic, E.I.T.

Project Engineer III (3)



1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

Years of Experience

- 7+ Years

Eager and motivated Engineer with experience in a managerial and technical positions. Demonstrated ability to work independently with limited supervision; also thrives in team settings. Excels under pressure in environments that require attention to detail and adherence to deadlines. Seeking an Engineer position with a dynamic firm that will allow for professional growth and development.

Education & Memberships

- Bachelor of Science, Civil Engineering Technology, Southern Polytechnic State University, 2012
 - GPA: 3.24
- American Society of Civil Engineers (ASCE)
 - 2010–Present

Areas of Expertise

- Strategic Planning
- Strategic Analysis
- Leadership
- Russian & Montenegrin Fluency AutoCAD Civil (2008–2015)
- MS Office
- GT-Strudl 31
- QBasic
- Nitro PRF
- STARKES (2009)
- AutoCAD P&ID (2013)
- Autodesk Inventor (2015)

Experience

SUEZ Advanced Solutions - Atlanta, GA

2015–Present

Project Engineer III

- Responsible for obtaining construction permits for drinking water tank renovations and upgrades in the U.S.
- Perform inspections and evaluate structural integrity of existing water storages
- Establish new permitting procedures and standards in order to increase productivity and avoid costly delays
- Coordinate installation and perform startup of dewatering equipment upgrades at Cedar Creek WWTP, NY, improving dewatering capability of belt filter press and reducing sludge hauling costs
- Provide aeration and mixing systems recommendations for water storages, improving Trihalomethane by-product levels within acceptable range
- Provide ongoing technical support and help with troubleshooting of dewatering improving equipment

AWNEXINC - Ball Ground, GA

2014–2015

Project Engineer

- Completed and reviewed full fabrication drawings for architectural enhancement bolt-on systems
- Tasks included finished product evaluations (i.e. – structural weld inspections, laboratory tests for materials used critical connection inspections)
- Completed installation drawings with engineering specifications for canopy and awning systems
- Aided in development of new products for clients (McDonald's, Taco Bell, Chick-fil-A)
- Provided technical support for installation crew

SATKO ALLIANCE LLC - Moscow, Russian Federation

2013–2014

Structural Engineer

- Completed structural drawings and calculations for ten story residential building K-12 and twenty story residential building K-4
- Rebar inspections, review of site super reports, and 3-D structural analysis
- Prepared structural drawing sets and engineering specifications
- Adhered to all of the latest structural standards and codes in Moscow (CH/II)

ECOLOGIX ENVIRONMENTAL SYSTEMS, LLC - Atlanta, GA

2012–2013

Project Manager / Civil Engineer

- Managed initiatives for a diverse range of clientele; projects from \$100K–\$2.3M
- Work included full programming and installation of the secondary waste water treatment system
- Prepared proposals for packaged waste water treatment plants and equipment
- Completed a turnkey Waste Water Treatment Plant (WWTP) for Indiana's Fair Oaks Dairy Farms and a secondary treatment WWTP for a mining camp in West Guinea
- Responsible for structural design of pump stations, hydraulic design and analysis, concrete slab design, equipment control logic, installation drawings, P&ID drawings and supervision of all assigned resources for this project

Carolyn Griner

Customer Service Representative (North Region)

Areas of Specialization

- Communication
- Interpersonal Skills
- Leadership
- Problem Solving
- Budget Planning
- Regulatory Reporting
- Regulatory Compliance
- Sense of urgency; ability to accomplish tasks and meet deadlines
- Strong verbal skills and written correspondence
- Assessment of issues and ability to proactively convey solutions
- Extensive/Proficient Computer Skills in Microsoft Office
- Oracle Database
- Salesforce

Years of Experience

- 25+ Years

Mrs. Carolyn Griner serves as the dedicated SUEZ Customer Service Representative for the North Region of the United States. Since timely support is critical to the successful management and maintenance of water system assets, Mrs. Griner specializes in supporting municipal and industrial water system customers with a sense of urgency to accomplish tasks and meet established deadlines. Mrs. Carolyn Griner is responsible for providing financial information based on each customer's fiscal year to aid with budget planning. She also serves as the point of contact for emergency repairs and service requests outside of the regularly scheduled maintenance. Mrs. Griner provides insurance, inspection reports, service records, contract documents, safety information, and other documentation to assist clients with all regulatory reporting and compliance. Both her vast experience and expertise allow her to provide customized support and effective solutions.

Experience

SUEZ Advanced Solutions | Utility Service Co., Inc. May 2019–Present

Role: Customer Service Representative (North Region)

- Respond to all customers (external/internal) inquiries for information, provide additional support to Customer Service team and Sales Team, as needed.
- Provide customized support and specialized, effective solutions
- Keep customer information current in IT systems and conduct proactive programs to ensure customer satisfaction with products and service offerings.
- Enter tasks in ERP (Oracle) and CRM (Salesforce) immediately after contact with customer to ensure all departments have current info on customers.
- Prepare budget letters for customers and send six (6) months prior to each customer's fiscal year.
- Provide all forms of documentation to assist customers with regulatory reporting and compliance.
- Prepare welcome letters to new customers.
- Liaise with Sales Representatives to provide needed information to satisfy existing and prospective customers to include salvaging efforts for customers considering canceling business and expedite the scheduling of any requested customer meetings.
- Liaise with Field Account Managers to ensure all needed actions are provided to satisfy customer needs.
- Follow up on complaints to ensure corrective actions are defined and customer is aware of our planned actions within 48 hours of complaint.
- Liaise with Accounts Receivable and contact customers about delinquent billing.
- Proactively contact customers according to standard operating procedures.
- Prepare and monitor completion of needed addendums to contracts.
- Liaise with Operations, including Service Centers, as appropriate.
- Perform administrative tasks as needed for the department and for the Sales Development Manager
- Provide reporting of Customer Service related items to Manager on monthly or ad hoc basis.
- Continually educate internal customers and peers on best practices.

**PUBLIC WORKS
CONTRACTOR LICENSE
(STATE OF NEW JERSEY)**



Certificate Number
639466

Registration Date: 09/08/2018
Expiration Date: 09/07/2020



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:

Responsible Representative(s):
Dominique Demessence, President
Shane Albritton, Secretary

Responsible Representative(s):
Jonathan Cato, Vice-President
Fernando Almirall, CFO

U.S.C. INC
2018

A handwritten signature in black ink, appearing to read "R. Asaro-Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

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

NON TRANSFERABLE

**LEAD ABATEMENT
CONTRACTOR LICENSE
(STATE OF NEW JERSEY)**





CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS
BUREAU OF CODE SERVICES
LEAD HAZARD ABATEMENT

CHARLES A. RICHMAN
Commissioner

LOCATION
101 SOUTH BROAD STREET
TRENTON, NEW JERSEY 08618

MAILING ADDRESS
PO BOX 816
TRENTON, NJ 08625-0816

Certificate - Lead Abatement Contractor

This is to certify that the Department of Community Affairs has

() CERTIFIED
(XX) RECERTIFIED

UTILITY SERVICE CO. INC.
535 COURTNEY HODGES BLVD.
PERRY, GA 31069

To act as a Lead Abatement Contractor on the following projects
Comm/Steel Structure

Cert # 00485 A

Effective Date: AUGUST 1, 2017

Date of Expiration: JULY 31, 2019

Certificate Type: 2 YEAR

Sincerely,

-aj 1

Olumuyiwa Tex Falajiki
Supervisor of Certification
Lead Hazard Abatement Unit



**BUSINESS REGISTRATION
CERTIFICATE
(STATE OF NEW JERSEY)**





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	U.S.C., INC.
Trade Name:	UTILITY SERVICE CO
Address:	535 GEN COURTNEY HODGES BL PERRY, GA 31069
Certificate Number:	1145183
Effective Date:	April 26, 2005
Date of Issuance:	November 13, 2018

For Office Use Only:

20181113134538722

**LONG FORM CERTIFICATE
OF GOOD STANDING
(STATE OF NEW JERSEY)**



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
LONG FORM STANDING WITH OFFICERS AND DIRECTORS**

U.S.C., INC.
0100867959

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Georgia Authorized Foreign Corporation was registered by this office on December 28, 2001.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

*CORPORATION SERVICE COMPANY
PRINCETON SOUTH CORPORATE CTR
STE 160, 100 CHARLES EWING BLVD
EWING, NJ 08628*

I further certify that as of the date of this certificate, the following were listed as officers/directors of this business on the last Annual Report filed in this office on November 07, 2018.

PRESIDENT

*Dominique Demessence
535 Courtney Hodges Boulevard
Perry, GA 31069*

SECRETARY

*J. Shane Albritton
535 Courtney Hodges Boulevard
Perry, GA 31069*

TREASURER

*Fernando Almirall
535 Courtney Hodges Boulevard
Perry, GA 31069*

OTHER

*JONATHAN CATO
535 COURTNEY HODGES BLVD
PERRY, GA 31069*

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
LONG FORM STANDING WITH OFFICERS AND DIRECTORS**

**U.S.C., INC.
0100867959**

DIRECTORS

*Dominique Demessence
535 Courtney Hodges Boulevard
Perry, GA 31069*

DIRECTORS

*Fernando Almirall
535 Courtney Hodges Boulevard
Perry, GA 31069*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
21st day of February, 2019*

Elizabeth Maher Muoio

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 6095215635

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

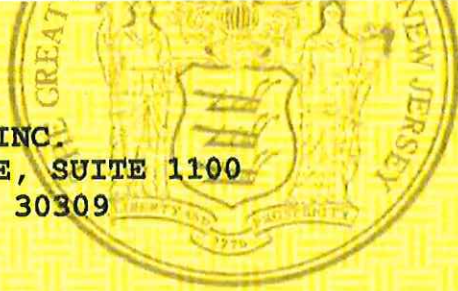
**CERTIFICATE OF EMPLOYEE
INFORMATION REPORT
(STATE OF NEW JERSEY)**



CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15, MAR- 2019** to **15- - 2022**

UTILITY SERVICE CO., INC.
1230 PEACHTREE ST., NE, SUITE 1100
PERRY GA 30309



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

CERTIFICATE OF INSURANCE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2019

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 have ADDITIONAL INSURED provisions or 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: _____	FAX FAC No: _____
	PHONE IA/C No Extl: _____	E-MAIL ADDRESS: _____
CN101439989-USG-ProPL-19-20	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED SUEZ Advanced Solutions Utility Service Co., Inc 1230 Peachtree Street NE Promenade II, Suite 1100 Atlanta, GA 30309	INSURER A: Liberty Mutual Fire Insurance Comoanv	23035
	INSURER B: Everest Premier Insurance Comoanv	16045
	INSURER C: Berklev Assurance Comoanv	39462
	INSURER D: _____	_____
	INSURER E: _____	_____
INSURER F: _____	_____	_____

COVERAGES **CERTIFICATE NUMBER:** NYC-010773981-01 **REVISION NUMBER:** 3

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
		..,..n	..,n,D	MM/DD/YYYYI	MM/DD/YYYYI		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OF DLOC OTHER: _____		RM5GL00017-191	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 5,000,000
						DAMAGE TO RENTED PREMISES /Ea occurrence\	\$ 5,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> OTHER AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		RM5CA00013-191 (AOS) RM5CA00025-191 (MA)	01/01/2019 01/01/2019	01/01/2020 01/01/2020	COMBINED SINGLE LIMIT /Ea accident\	\$ 5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE /Per accident\	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		RM5WC00021-191 (AOS) RM5WC00022-191 (FL, MA, WI) RM5WC00047-191 (NJ, NY)	01/01/2019 01/01/2019 01/01/2019	01/01/2020 01/01/2020 01/01/2020	E.L. EACH ACCIDENT	\$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
C	<input checked="" type="checkbox"/> CONTRACTORS POLLUTION AND ERRORS & OMISSIONS		PCAB-5005052-0119 SIR-\$500,000	01/01/2019	01/01/2020	PER OCCURRENCE:	2,000,000
						AGGREGATE:	2,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Management and Full-Service Maintenance for Water Main Asset Management
 Merchantville Pennsauken Water Commission (MPWC) is included as additional insured (except Workers' Compensation) but only to the extent required by the underlying written contract with the Named Insured that is in place prior to an occurrence giving rise to a loss. Contractual Liability is included in the General Liability policy subject to policy terms, conditions and exclusions. The above General Liability policy has no XCU exclusions.

CERTIFICATE HOLDER Merchantville Pennsauken Water Commission 6751 Westfield Avenue Pennsauken Township, NJ 08110	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>..Mo. 'VUIO'---</i>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NOTICE OF CANCELLATION BY US TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Schedule

60 days before the effective date of cancellation by us we will mail or deliver notice to:

Name: PER SCHEDULE ON FILE WITH THE BROKER
Address: PER SCHEDULE ON FILE WITH THE BROKER

The following Condition is added to the policy:

Notice of Cancellation By Us To Third Party

1. If we cancel this policy for any reason other than non-payment of premium, notice of cancellation of not less than the number of days shown in the Schedule will be mailed or delivered to the third party identified in the Schedule.
2. We will mail or deliver our notice to the third party at the address shown in the Schedule.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. We will not notify the third party if cancellation is at your request.
5. We will not notify the third party in the event of non-renewal.
6. We will not notify the third party if cancellation is due to non-payment of premium.
7. Our failure to notify the third party does not invalidate cancellation as respects you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION BY US TO THIRD PARTY
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following condition is added to the policy:

Notice of Cancellation by Us to Third Party

1. If we cancel this policy for any reason other than non-payment of premium, notice of cancellation of not less than the number of days shown in the Schedule will be mailed or delivered to the third party identified in the Schedule.
2. We will mail or deliver our notice to the third party at the address shown in the Schedule.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. We will not notify the third party if cancellation is at your request.
5. We will not notify the third party in the event of non-renewal.
6. Our failure to notify the third party does not invalidate cancellation as respects you.

NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail or deliver a written notice in accordance with state law to the person or organization shown in the Schedule below. Proof of mailing will be sufficient proof of such notice.

This endorsement shall not operate directly or indirectly to benefit any person or organization not named in the schedule below.

SCHEDULE

Designated Person or Organization: SCHEDULE ON FILE WITH THE COMPANY

Designated Person or Organization Address: SCHEDULE ON FILE WITH THE COMPANY

Contract, Permit or Job Number: _____

Number of Days Notice: 30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to -which it is attached and is effective on the date issued unless otherwise stated.

(the information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured SUF.Z NORIB AMERICA INC

Effective Policy No.
R115\VC00021-191

Endorsement No.
Premium

Insurance Company
EVEREST PREMIER INSURANCE CO:MPANY

Countersigned by _____

WC990676
(Ed. 04-11)

ISO 9001:2015 CERTIFICATION



BUREAU VERITAS
Certification



SUEZ ADVANCED SOLUTIONS

1230 PEACHTREE ST NE, SUITE 1100
ATLANTA, GA 30309 USA

This is a multi-site certificate, additional site(s) are listed on the next page(s)

Bureau Veritas Certification Holding SAS - UK Branch certifies that the Management System of the above organization has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

**PROVIDES REHABILITATION SERVICES AND ASSET
MAINTENANCE PROGRAMS FOR MUNICIPAL AND INDUSTRIAL
WATER DISTRIBUTION SYSTEMS**

Original cycle start date: **January 12 2018**

Certification / Recertification cycle start date: **January 12 2018**

Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on:

January 11 2021

Certificate No. US011018 Version: **1**


Signed on behalf BVCH SAS – UK Branch

Certification body address: **5th Floor, 66 Prescott Street, London E1 8HG, United Kingdom**
Local office: **16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77060**

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check this certificate validity please call: **+(800) 937-9311**



0008



SUEZ ADVANCED SOLUTIONS

APPENDIX TO CERTIFICATE NO.: US011018-1

ISO 9001:2015

Sites Certified

SITE	ADDRESS	SCOPE
SUEZ ADVANCED SOLUTIONS - HQ (UTILITY SERVICE)	1230 PEACHTREE ST NE, SUITE 1100 , ATLANTA, GA, 30309, USA	PROVIDES REHABILITATION SERVICES AND ASSET MAINTENANCE PROGRAMS FOR MUNICIPAL AND INDUSTRIAL WATER DISTRIBUTION SYSTEMS
PROCTOR, ARKANSAS - SERVICE SITE	12748 US HWY 70, PROCTOR, AR, 72376, USA	CLEANING, BLASTING AND PAINTING
PERRY, GEORGIA- SERVICE SITE	141 HICKS DRIVE, PERRY, GA, 31069, USA	CLEANING, BLASTING AND PAINTING
NEWLENOX, ILLINOIS SERVICESITE	900 COUNTRY CREEK DR , NEWLENOX, IL, 60451, USA	CLEANING, BLASTING AND PAINTING
LOWELVILLE, OHIO SERVICE SITE	6150 CENTER RD , LOWELVILLE, OH, 44436, USA	CLEANING, BLASTING AND PAINTING
PITISBURG, KANSAS - SERVICE SITE	1259 S 220TH STREET, PITISBURG, KS, 66762, USA	CLEANING, BLASTING AND PAINTING

Certificate No. **US011018** Version: 1


Signed on behalf BVCH SAS – UK Branch

Certification body address: 5th Floor, 66 Prescott Street, London E1 8HG, United Kingdom
Local office: 16800 Greenspoint Park Drive, Suite 300S, Houston, Texas USA



Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organisation.
To check this certificate validity please call: +(800) 937-9311

BUREAU VERITAS
Certification



SUEZ ADVANCED SOLUTIONS

APPENDIX TO CERTIFICATE NO.: US011018-1

ISO 9001:2015

Sites Certified

SITE	ADDRESS	SCOPE
NEW YORK - BRIDGEWATER, MASSACHUSETTS - SERVICE SITE	128 ELM STREET, BRIDGEWATER, MA, 02324, USA	CLEANING, BLASTING AND PAINTING
MA/ MERITHEW - BRIDGEWATER, MASSACHUSETTS - INSPECTION	128 ELM STREET, BRIDGEWATER	CLEANING INSPECTION
MADISON, NORTH CAROLINA- SERVICE SITE	200 OLD COVERED BRIDGE RD, MADISON, NC, 27025, USA	CLEANING, BLASTING AND PAINTING
CYPRESS, TEXAS - SERVICE SITE	16002 KITZMAN ROAD, CYPRESS, TX, 77429, USA	CLEANING, BLASTING AND PAINTING
ADMINISTRATIVE PERRY OFFICE	535 COURTNEY HODGES BLVD, PERRY, GA, 31069, USA	ADMINISTRATIVE
SAN JACINTO CALIFORNIA - SERVICE SITE	711 W ESPLANDE AVE, STE G, SAN JACINTO, CA, 92582, USA	CLEANING, BLASTING AND PAINTING

Certificate No. US011018 **Version:** 1


Signed on behalf BVCH SAS – UK Branch

Certification body address: 5th Floor, 66 Prescott Street, London E1 8HG, United Kingdom
Local office: 16800 Greenspoint Park Drive, Suite 300S, Houston, Texas USA

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organisation.
To check this certificate validity please call: +(800) 937-9311



GASB 34 COMPLIANCE

(SAMPLE LETTER)



MERCHANTVILLE-PENNSAUKEN WATER COMMISSION (MPWC)
ATTN: RICHARD SPAFFORD, P.E.
6751 WESTFIELD AVENUE
PENNSAUKEN TOWNSHIP, NJ 08110

Dear MPWC:

This letter is to confirm that you have requested our Asset Management and Reporting Services (AMRS), indicating that you are following the Modified Approach regarding depreciation of your Water Storage Tanks, as allowed by GASB 34.

As you know, to use the Modified Approach and to remain compliant, there are specific that must be addressed, and information that must be reported with your annual financial statements. You have made a sound decision in signing up for our GASB 34 Management Service for your Water Storage Tanks, which will provide you with Modified Approach-compliant reporting.

Through this service—which we provide free of charge to our Maintenance Customers who require it—we will do all the “leg-work” of keeping inventory, tracking the condition assessments, and compiling the costs associated with your Water Storage Tanks. You will receive all the required supplementary information in a timely manner, to include in your annual financial statements.

To recap what the Modified Approach does for you:

- **You can stop depreciating your Water Storage Tanks. This will keep them at their current (net of past depreciation) asset values.**
- **If you have not previously shown your Water Storage Tanks on your Balance Sheet, you can now add them to your Balance Sheet (at their original cost).**
- **Either of these actions preserves the value of these assets, and thereby enhances the evaluation of your Balance Sheet.**

In order to assist you in sustaining compliance of the Modified Approach, we need to set up the beginning parameters in our records, based on information you supply us. (Please also see our Privacy Policy, attached for your information). Once we have this base information, we can administer the ongoing obligation for all the recording, managing and reporting necessary to satisfy these GASB 34 requirements. It is our understanding that you went on the Modified Approach beginning with your fiscal year ended XX/XX/XXXX.

Therefore, please will you provide us with the following extracts from your current records:

- The resolution or minutes of the Board meeting, where the decision was taken to implement the Modified Approach to Asset Management. (Please see attached example of such a resolution. You may use this sample, or adapt it to your particular situation, if you need to do so.)
- The resolution or minutes of the Board meeting where the established “base condition” of the tanks was agreed. (Please see attached example of such a resolution. You may use this sample, or adapt it to your particular situation, if you need to do so.)

- Your budget for maintaining each tank in your system for the fiscal year ended XX/XX/XXXX. (This is part of the required reporting information which we need to integrate for your first report. For 2005 and in the future, we will derive these numbers from your Maintenance Contract with us.)
- Your actual costs to date for maintaining each tank in your system for the fiscal year ended XX/XX/XXXX. (This is also part of the required reporting information which we need to integrate for your first report. For 2005 and in the future, we will derive these numbers from your Maintenance Contract with us.)

So that you can see how we will use this information, included with this letter is a sample of the Required Supplementary Information report we will be providing to you annually.

Should you—or your accountant—have any questions regarding our AMRS, please do not hesitate to contact us.

Once again, thank you for your business.

Sincerely,

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.
1230 PEACHTREE STREET NE
PROMENADE II | SUITE 1100
ATLANTA, GA 30309

APPROVED APPLICATOR CERTIFICATES



TSE, INC.
Independent Representative of Tnemec Company Inc.



SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.
1230 PEACHTREE STREET NE, SUITE 1100
ATLANTA, GA 30309

Re: T N E M E C Qualified Applicator

Dear Client/Customer:

Please accept this letter as certification that SUEZ Advanced Solutions | Utility Service Co., Inc. is an approved applicator of all Tnemec Coatings. SUEZ Advanced Solutions | Utility Service Co., Inc. has been installing Tnemec coatings for over thirty years and has more successful projects with Tnemec high performance coatings than any other contractor in the country. They are fully qualified and capable to apply any and all Tnemec coating systems.

SUEZ Advanced Solutions | Utility Service Co., Inc. also has an excellent credit history with Tnemec, and subsequently, they have no limitations.

If you or your customers have any questions or need additional information regarding this Tnemec application approval, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Michael Anderson'.

MIKE ANDERSON
TSE, INC.
NACE LEVEL III CERTIFIED COATING INSPECTOR (#41214)



SHERWIN-WILLIAMS.

Allan C. Haynes
Water/Wastewater Specialist
5350 Rivers Ave
North Charleston, SC 29406
843-214-3265
allan.c.haynes@sherwin.com

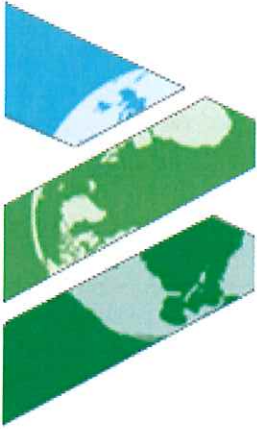
Applicator Proficiency Approval

Sherwin Williams has been in the coatings industry for over 150 years. Our high performing coatings, have been providing corrosion protection as well as pleasing aesthetics for decades. The Sherwin Williams lineup of products designed for water storage, will meet the intent of the Scope of Services required by the maintenance contract provided by Suez/Utility Service. I am proud to verify that Suez/Utility Service Co. Inc of Perry, GA, meets or exceeds the proficiency required to properly prepare and apply Sherwin Williams products, commonly specified for Interior and Exterior Water Storage Tanks. This includes but is not limited to:

- *Substrate evaluation and repair*
- *Surface preparation standards and requirements*
- *Product handling and mixing*
- *Verification of proper conditions for application*
- *Spray application and Wet Film Testing*
- *Sherwin Williams NSF Interior Lining Systems*

We offer our field technical support, and guidance to Suez/Utility Service Co. Inc and to the asset owner during installations of our materials. Thank you for considering Suez and Sherwin-Williams.

*Allan C. Haynes
The Sherwin Williams Company
Protective and Marine Division
NACE Coatings Inspector # 49026*



WARREN ENVIRONMENTAL, INC

APPROVED APPLICATOR CERTIFICATE

This certificate is awarded to

UTILITY SERVICE CO., INC

*In recognition that they have successfully completed the Approved Applicator Program
To apply the Warren Environmental Systems. Furthermore; they have also demonstrated proficiency in the
use of the patented application system developed by WARREN Environmental of Carver Massachusetts.*

Jane Warren

Jane Warren, President

11/10/2011

Date: November 10, 2011



SUEZ ADVANCED SOLUTIONS
1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526-4413
www.suez-na.com

