

**AN ORDINANCE TO AUTHORIZE AN EXTENSION TO CITY
CONTRACT 14046WDPS, VALVE INSPECTION, EXERCISING, AND
REHABILITATION SERVICES, WITH UTILITY SERVICE CO., INC.**

#4167

Sponsor:

Council
Member
Shabazz

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by Ordinance; and

WHEREAS, the City desires to obtain inspection and flow-testing services for *11,000 valves approximately ~~2,500 fire hydrants~~ in the City water distribution system; and

WHEREAS, the City publicly advertised a Request for Proposals ("RFP") for Contract 14046WPDS, Valve Inspection, Exercising, and Rehabilitation Services ("the Contract"), in accordance with Section 8-200 of the City Charter, and subsequently awarded the Contract to Utility Service Co., Inc. ("the Contractor"), which submitted the best overall proposal; and

WHEREAS, the initial term of the Contract was for a period of one (1) year beginning on March 12, 2015, at a total cost of Three Hundred Eighty Six Thousand Nine Hundred Twenty Dollars (\$386,920.00), with the possibility of two (2) one-year extensions at the option of the City; and

WHEREAS, the possible extension periods were included in the Contract in order to provide for continuity of services, to take advantage of the Contractor's experience with the requirements of the Contract, and to obtain more favorable pricing; and

WHEREAS, it is the recommendation of the Department of Public Works that the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference as Exhibit "A," be extended for a period of one (1) year beginning on or about March W0083076.

12, 2016, at a total cost of Three Hundred Eighty Six Thousand Nine Hundred Twenty Dollars (\$386,920.00), with the possibility of one additional extension of one year at the option of the City.

**THE COUNCIL OF THE CITY OF WILMINGTON HEREBY
ORDAINS:**

SECTION 1. Contract 14046WDPS, Valve Inspection, Exercising, and Rehabilitation Services, between the City and Utility Service Co., Inc., a copy of which, in substantial form, is attached hereto as Exhibit "A," for an extended term of one (1) year, beginning on March 12, 2016, at a total cost of Three Hundred Eighty Six Thousand Nine Hundred Twenty Dollars (\$386,920.00), with the possibility of one (1) additional extension of one year at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized to execute as many copies of said Agreement, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be effective upon its passage by City Council and approval of the Mayor.

First ReadingFebruary 18, 2016
Second Reading.....February 18, 2016
Third Reading April 21, 2016

Passed by City Council, April 21 2016

President of City Council

Attest: _____

City Clerk

Approved as to form this
17th day of February, 2016

Mary Pilnick
First Assistant City Solicitor

Approved this 27 day of April, 2016

Deann O'Hara
Mayor

Synopsis: This Ordinance authorizes the extension of Contract 14046WDPS, Valve Inspection, Exercising, and Rehabilitation Services, with Utility Service Co., Inc., for a period of one (1) year beginning March 12, 2016, at a total cost of Three Hundred Eighty Six Thousand Nine Hundred Twenty Dollars (\$386,920.00), with the possibility of one (1) additional extension of one year at the option of the City.

Agenda #:

This Ordinance authorizes the extension of Contract 14046WDPS, Valve Inspection, Exercising, and Rehabilitation Services, with Utility Service Co., Inc., for a period of one (1) year beginning March 12, 2016, at a total cost of Three Hundred Eighty Six Thousand Nine Hundred Twenty Dollars (\$386,920.00), with the possibility of one (1) additional extension of one year at the option of the City.



The News Journal
Media Group

A GANNETT COMPANY

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AFFIDAVIT OF PUBLICATION

State of Delaware

Personally appeared before me this 16th day of October, 2013,

I, Kristin Segner, of The News Journal Company, a daily newspaper printed and published in the County of New Castle County, State of Delaware, who, being duly sworn states that the advertisement of S/D City of Wilmington – 14045WDPS-FIRE HYDRANT, TESTING, AND REHABILITATION SERVICES; 14046WDPS-VALVE INSPECTION, EXERCISING, AND REHABILITATION SERVICES

was published in The News Journal on October 10, 16, 2013

Kristin Segner

Name

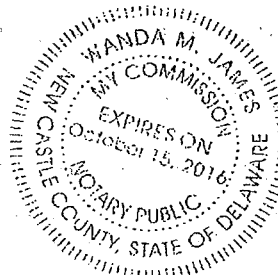
Legal Coordinator

Title

Sworn to before me this 16th day of October, 2013

Wanda M. James

Notary Public



Fax Numbers:

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GANNETT

The City of Wilmington will receive sealed proposals at the City of Procurement & Records, 800 French St., Wilm., DE 19801-0001.

14045WDPS - FIRE HYDRANT, TESTING, AND REHABILITATION SERVICES; 14046WDPS - VALVE INSPECTION, EXERCISING, AND REHABILITATION SERVICES.

Proposals for these items will be opened on Friday, November 8, 2013, at 3:00 p.m.

Specs may be obtained at the above address.

Tina Austin
Purchasing Agent II
Department of Finance
Division of Procurement
and Records
TMA/dmu

www.wilmingtonde.gov
10/14/13-AJ

0110483274-01

EXHIBIT "A"

B. **Award of Contract.** The award of the contract, if it be awarded, must be within sixty (60) calendar days after the opening of proposals to the qualified proposer whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposal that his proposal has been accepted and has been awarded the contract.

C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:

A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.

C. Respect employee's voluntary freedom of association.

D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.

E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.

F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.

G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.

I. Promote the application of these principles by those with whom you do business.

**ALL QUESTIONS REGARDING THIS RFP MUST BE IN WRITING AND RECEIVED BY
THURSDAY, OCTOBER 31, 2013 BY 12:00 P.M.**

I SCOPE AND NATURE OF SERVICES TO BE PROVIDED

1. GENERAL INFORMATION

1.1 Objective of this Request for Proposals

The City of Wilmington, Delaware, (hereinafter "City") is seeking proposals from qualified Contractors meeting the professional requirements specified herein for the purpose of providing:

- A. Valve inspection services, to include documentation of all field data and reporting said data to the City.
- B. Valve exercising services.
- C. Valve rehabilitation services as directed by the City to include:
 - Minor valve repair efforts.
 - Full valve replacement.
- D. The contractual term for services identified in this RFP is for a period of one (1) year.

Important Background Information:

The City of Wilmington's water distribution system is two (2) centuries old. The system has approximately 400 miles of watermain, including 2500 hydrants and 9000 valves.

Due to the age of the system, there is always a certain level of risk when operating valves. Over-torquing a valve during the opening and/or closing process can damage the valve and lead to a costly valve replacement. It is also important to know where the valve is positioned within the distribution system in relation to service zone boundaries, if the valve is located on a critical transmission main, or if the valve is situated on a main discharge line between a pumping station and corresponding tank. Thorough discussions need to take place between the City and Contractor regarding the valves that are about to be exercised and their level of sensitivity in the distribution system. This communication, in combination with the Contractor's best judgment will help to minimize the risk of problems developing.

Isolating a valve for repair or replacement may mean a multiple valve (area-wide) shutdown in order to perform the work. In these situations the Contractor may be asked to assist with the multiple valve closing exercise in the distribution system. Area-wide shutdowns introduce another level of risk in that not all distribution valves hold. In these situations, it would be advantageous for the Contractor to have "line-stopping" capabilities to provide the isolation as close to the deficient valve as possible, minimizing the number of customers impacted by the work.

The Contractor will be reimbursed for said services based on a comprehensive time, material, and equipment rate schedule submitted as a requirement of this RFP, and as formally agreed to by the City.

3. Plan daily and weekly work schedule with the City. Receive from the City all relevant information regarding the work, to including but not limited to location maps and existing valve data.
4. The Contractor shall electronically record valve information such as valve ID Number, size and type, position co-ordinates to an accuracy of not less than 3-feet in latitude and longitude, turning torque, number of turns and direction of turns to close and open a valve. The Contractor shall provide detailed weekly reports, which include specific data on the valves exercised, report on valves found in "Non-normal" condition, any operational discrepancies noticed during valve exercising and recommendation for rectification work (where appropriate) to make valves fully operational. Data in the report must be compatible with uploading into the City's GIS Arc GIS system.
5. Prior to initiation of the work the Contractor and City will meet in order to establish reporting and communication protocol between the two parties, to include:
 - The use of standardized forms for field data recordation (i.e. valve inspection checklist)
 - Frequency and format of field data, (City GIS system Arc GIS 9.1 ESRI System)
 - Use of digital photography
 - GPS recordation (type and resolution of GPS unit)
 - Communication protocol should problems arise in the field
6. The Contractor will assist with all customer outreach efforts to inform City customers of pending (scheduled) work, or in the form of emergency (unscheduled) notifications. The City will play an active role in determining which valves are to be closed (and therefore which customers will be affected) in order to facilitate the work.
7. All Contractor work activities will be performed with safety at the forefront. All permits will be secured by the Contractor in advance of the work, with assistance by the City.
8. Perform condition assessment (inspection) of all mechanical components of valve, (such as the valve-box lid being present, valve box is properly aligned and clean, op-nut is accessible and functional, etc). All aspects of the inspection process will be discussed and agreed upon between the two parties in advance of the work.
9. Perform valve exercising task. In general, the Contractor should plan on opening and closing the valve two complete cycles. The Contractor will be required to utilize a computerized, torque-controlling valve turning machine (or make/model) or equivalent. All aspects of the exercising process will be discussed and agreed upon between the two parties in advance of the work.

2.1 PROPOSAL SUBMISSION

2.2 Proposal Submission Address

As stated in the Bid Invitation letter.

2.3 Number of Copies

As stated in the Bid Invitation letter.

Each Contractor's Technical and Cost Proposals must be bound together and submitted as one document.

2.4 Late Proposals

Any proposal received after the date and time specified above *will not be considered* for contract award and will be returned to the Contractor unopened.

2.5 Penalties for Misrepresentation

Any material misrepresentation in the Contractor's proposal could result in termination of the contract, or any other appropriate administrative sanctions and/or legal actions.

III PROPOSAL SIZE, CONTENT, AND ORGANIZATION

A proposal will set forth full, accurate, and complete information as required by this section and other sections of this RFP. Proposals will be arranged in two parts. Part I, a narrative, to be entitled "Technical Proposal" and Part II entitled as "Cost Proposal".

3.1 PART I - Technical Proposal

Part I of the Contractor's proposal will present the technical elements of the proposal and must consist of the sections outlined herein. The Contractor shall address each of the following sections individually with their written response (Sec 3.1.1 to 3.1.5)

3.1.1 Contractor's Understanding of the Program

In this section of the technical proposal the Contractor will present their personal understanding of the Program as defined in this RFP, or as formally amended.

The Contractor should specifically state their ability to perform all work elements (i.e. Valve Inspection, Exercising, and Valve Rehabilitation) outlined in Section 1.1. addressing each item individually.

The Contractor should specifically state their ability to meet the personnel requirements specified in this RFP.

3.1.4 Contractor's Financial Health

In this section the Contractor will present a financial overview of their organization and will include the firm name; address; phone and fax numbers; firm history; appropriate company's state and federal registration numbers; name, title, address, and phone number of the firm's authorized representative for the proposal;. The financial reports can be appended to the proposal. The City may ask for the Contractor's annual reports or financial statements for the past three (3) years.

3.1.5 Contractor's Proposed DBE Participation

This section of the proposal provides the Contractor the opportunity to explain how the DBE goals of this RFP will be met.

In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its professional services contracts, the City has set goals for Disadvantaged Business Enterprise (DBE) participation for its procurement of such services.

Except to the extent that the City determines otherwise, the Contractor shall endeavor to achieve and show evidence of good faith efforts to contract with disadvantaged individuals or businesses.

In the performance of any contract resulting from this RFP, the Contractor agrees to make its best efforts to include DBE as subcontractors.

Questions regarding the DBE Program should be directed to the DBE Office at (302) 576-2131.

3.2 PART II - Cost Proposal

Part II of the Contractor's proposal will present the costing elements of the proposal. Two payment (rate) schedules are requested by the Contractor; Schedule No. 1 for Valve Inspection and Exercising; and Schedule No. 2 for Valve Rehabilitation, as defined herein:

- **Rate Schedule No. 1 (see Appendix A)** - This Schedule will serve as the basis for reimbursement to Contractor for services rendered specific to Valve Inspection and Exercising as outlined herein. Schedule 1 is broken down into two categories of reimbursement, Routine Day Services and Non-Routine day services.

Routine Day Services – The Contractor shall provide an all inclusive charge (rate) for the professional services specified in this RFP. The daily charge shall be for the personnel (3 person crew), vehicles, special equipment and tools, data acquisition software, use of computers and communication equipment, engineering administrative support, insurance, licenses and all other items that the Contractor considers necessary for the satisfactory performance of the work as outlined in the RFP. A Routine Day shall be Monday through Friday (exclusive of City Holidays), 8:00 AM to 4:30 PM, with a half-hour lunch break.

IV CONTRACTOR SELECTION PROCESS

The City will evaluate all proposals submitted. This RFP is not to be construed as a guarantee that a contract will be awarded. The City expressly reserves the right to reject all proposals received and to have all or a portion of the work performed by its own personnel. Furthermore, the City expressly reserves the right to reject any and all proposals for any reason, and to waive any of the terms, conditions, and provisions contained in the RFP. Such waiver will be at the discretion of the City, to the advantage of the City, and in the City's interest.

The City will conduct a preliminary evaluation of all proposals on the basis of the information provided in the technical proposal. The City reserves the right to make on-site visitations to assess the capabilities of individual Contractors and to contact references provided with the proposal. In addition, the City may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarifications. Following the review of technical proposals the City will conduct a similar review of cost proposals.

Based upon the results of the evaluation, a ranking will be established. The City may elect to interview the top ranking Contractor(s). The City will consider the following attributes of each Contractor's proposal in making this determination. *Contractors should not construe the order of these attributes as a measure of their relative importance in the evaluation.*

- Contractor's qualifications and experience
- Contractor's organization, key personnel and point of contact
- Contractor's understanding of the Program
- Contractor's financial health
- Contractor's proposed DBE Participation
- Contractor's cost proposal
- Overall responsiveness to this RFP

The City will enter into negotiations with the highest ranked Contractor. The Contractor and the City may negotiate any changes desired in the RFP, if deemed in the best interest of the City. If a satisfactory proposed agreement cannot be negotiated with the highest ranked Contractor, negotiations will be formally terminated. Negotiations will then be undertaken with the second most qualified Contractor, and so on until an agreement is reached or the City formally rejects the remaining proposals or cancels the solicitation process.

The City reserve the right to enter into agreements with one or more firms to provide the services outlined in this RFP.

V GENERAL CONTRACT PROVISIONS

5. BIDDING PROVISIONS

5.6 General Guaranty

Contractor agrees to:

- Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented invention; article or furnished or used in the performance of a contract for which the Contractor is not the patentee, licensee or owner.
- Protect the City against defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- Pay for all permits, licenses and fees and give all notices with all laws, ordinances, rules and regulations of the City. The Contractor shall obtain all licenses and permits required for the performance of the work specified in this RFP. Licenses and permits included but are not limited to a license to do business in the City of Wilmington, fire code permits, commercial driver's licenses, and various mechanics certifications.
- Protect the City from loss or damage to City-owned property while it is in the custody of the Contractor.

5.7 Guarantee and Warranties

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the before final payment on the contract is made. The warranty shall be as specified in the response to this RFP.

5.8 Misrepresentation

In all areas of Contractor's provision of service and interaction with the City, Contractor will bargain in good faith and with full disclosure.

Purposeful misrepresentation to the City of any information on behalf of Contractor can be terms for immediate cancellation of contract without further obligation on the City's part.

5.9 Termination for Cause and Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract, the City shall give written notice by certified mail, return receipt requested to the Contractor of the default and that such default shall be corrected or actions taken to correct such default shall be commenced with ten (10) calendar days thereof. In the event the Contractor has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it,

5.14 Discrimination

In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin

5.15 Indemnification

Contractor shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities, and expenses, including reasonable attorney's fees, resulting from the negligent acts of omissions of Contractor, its employees, agents, subcontractors, consultants, or subconsultants in performing the services

5.16 Records

Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to the identity and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City of its authorized representatives upon request.

5.17 Reports and Information

Contractor, at such time and in such form as the City may require, shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

5.18 Business License

Contractor shall obtain/or maintain an appropriate business license from the City of Wilmington Department of Finance.

5.19 Taxes

Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

5.20 Findings Confidential

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, and other documents ("the Documents") prepared, assembled or drafted by Contractor under this Agreement are confidential, and Contractor agrees that the Documents shall not be made available to anyone, without the prior written approval of the City. Furthermore, the Documents shall become the property of the City.

5.26 Safety Requirements

The Contractor shall furnish adequate safety equipment and comply with the various OSHA regulations established by the Federal Government, the State of Delaware and amendments and changes that may occur from time to time.

All work will be conducted in a safe manner and will comply with the requirements of State and local rules and regulations and OSHA safety standards. Prior to commencement of the work, the Contractor will meet in conference with a representative from risk management to discuss and develop a mutual understanding relative to the administration of the City safety program.

If at any time the Contractor fails or refuses to comply with Federal, State, or City safety requirements, the City may issue an order to stop all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order will be made the subject of any claims for excess cost, damages or extension of time against the City, its agents or employees.

5.27 EMPLOYMENT PROVISIONS

5.28 Goal Statement for Disadvantaged Business Participation

In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its professional services contracts, the City has set goals for Disadvantaged Business Enterprise (DBE) participation for its procurement of such services.

Except to the extent that the City determines otherwise, the Contractor shall endeavor to achieve and show evidence of good faith efforts to contract with disadvantaged individuals or businesses.

In the performance of any contract resulting from this RFP, the Contractor agrees to make its best efforts to include DBE as subcontractors.

Question regarding the DBE program should be directed to the City's EEC/Contractor Compliance Office at (302) 576-2131.

5.29 Non-Discrimination Policies

In the performance of this contract, neither party shall discriminate nor permit discrimination on the basis of race, sex, age, religion, creed, handicap, or national origin.

5.30 EOE Notices in Advertising

The Contractor must comply with equal opportunity employment statutes and regulations in advertising and hiring practices.

VI APPENDIX A

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SUPPLEMENTAL INFORMATION

1.0 - SUBCONTRACTORS



Etinoff Consulting Services

As part of Utility Service Company's commitment to the local Wilmington community, the company will engage the services of **Etinoff Consulting Services (ECS)**, a woman-owned, DBE firm located in and certified by the City of Wilmington. Their strength lies in their ability to align highly skilled resources with the specific project needs for the City's valve and hydrant programs.

ECS is a small management consulting firm that offers a broad array of water administration and infrastructure related services to public and private entities. Founded in Wilmington, DE, ECS has dedicated its resources towards building a network of local and nationwide firms in efforts to provide its clients with the most appropriate level of support. ECS's value comes from its network of locally based business and talent to help encourage diversity, education and opportunity. ECS has worked in the City of Wilmington and is familiar with the Department of Public Works and its water operations.

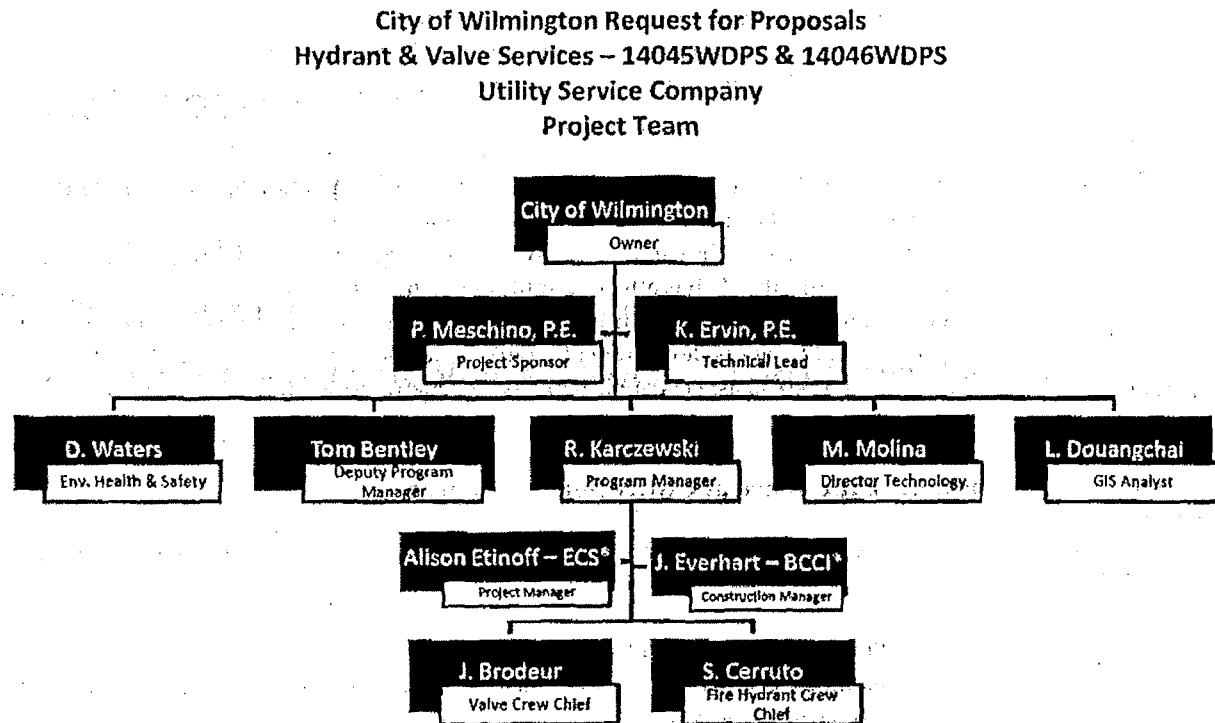
ECS will assist Utility Service Company in all aspects of the valve and hydrant programs and will manage the DBE program for Utility Service Company to assure compliance with the City of Wilmington's Disadvantaged Business Program.

The specific scopes of work for which Utility Service Company will use Wilmington certified DBE companies to meet the City's DBE participation goals include the following specific areas:

- Utility Excavation
- Water System Technicians - Labor
- Fuel
- Valve and Fire Hydrant Repair & Replacement Services
- General Services
- Traffic Control
- Valve and/or Fire Hydrant Parts and Supplies
- Hydraulic Equipment Procurement
- Vehicle Rental/Purchase
- General Supplies/Consumables
- Construction Management Services

2.0 - DELIVERY TEAM

The team that will deliver the valve and hydrant program for the City of Wilmington is shown in the organizational chart below.



* Subject to entering into a definitive contract for services upon award

The organization is identical to the structure contained in our original Proposals from November 2013, with the exceptions of i) adding an additional layer of project management for the program, and ii) the inclusion of our local subcontractors, ECS and BCCI.

Specifically, we have included Tom Bentley, a seasoned water system operator who is intimately familiar with valve and hydrant operations for large communities. Mr. Bentley will assume the role of Deputy Program Manager under the management of Ron Karczewski, Program Manager. Tom will manage the day to day program activities when Ron is not onsite. Tom's resume is contained in this Supplemental Information.

Our local subcontractors, ECS, and BCCI are shown in the chart to show their reporting structure. As discussed in this Supplemental Information, ECS will manage the DBE program for Utility Service Company. BCCI will be responsible for valve and hydrant repair and replacement services.

Submission Date:

NOVEMBER 8, 2013

Response to:

CITY OF WILMINGTON
REQUEST FOR PROPOSALS

PROPOSAL FOR CITY CONTRACT 14046WDPS
VALVE INSPECTION, EXERCISING, AND REHABILITATION SERVICES

PAUL MESCHINO, P.E.

Senior Vice President
Network Asset Management & Non-Revenue Water
Email: pmeschino@utilityservice.com

Office: 678-235-0281

Mobile: 404-291-5734

Fax: 888-600-5876



Utility Service Group
Bringing Innovation and Trust to the Water Industry
www.UtilityService.com

1230 Peachtree St, NE
Suite 1100, Promenade Building II

November 6, 2013

City of Wilmington
Water Division
Louis L. Redding City – County Building
5th Floor – Division of Procurement and Records
800 French Street
Wilmington, DE 19801-3537

RE: Request for Proposals – Valve Inspection, Exercising, and Rehabilitation Services – Contract No. 14046WDPS

To Whom It May Concern:

Utility Service Company is pleased to submit this proposal for the Valve services in accordance with the City of Wilmington's Request for Proposals. Utility Service Company understands completely the requirements of this RFP and the necessary steps required to perform at the highest standards in the industry to provide the services requested. Further, we have the experience, people, technology, equipment, standard operation procedures, human and capital resources and know-how to exceed the expectations of the City of Wilmington under this RFP.

Please note that we have offered a **discount** in our pricing in the Cost Proposal should Utility Service Company be awarded both contracts for the fire hydrant and valve services. Please see the rate schedule included as Appendix A of the Cost Proposal.

In addition, Utility Service Company offers the industry's only full service **Valve Maintenance Program (MP)** unlike any other in the industry. Through this program, Utility Service would fund all capital repairs and replacements necessary to bring the fire hydrants up to full operability. Further, Utility Service Company would bear all **future maintenance, repair, and replacement** risk for all valves it services as part of the this RFP. **Utility Service Company has been offering this innovative MP program for over 20 years and has over 2,500 municipal customers under contract with the MP program.** Please see the discussion of our MP program under the *Contractor's Understanding of the Program* section (1.0) of the Technical Proposal. We invite further dialogue with you about the features and benefits of our MP program.

Finally, in accordance with Paragraph 5.1 of the GENERAL CONTRACT PROVISIONS, Utility Service Company certifies that to the best of our knowledge, no City of Wilmington official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this contract.

We look forward to the opportunity to serve the City of Wilmington with the highest standards in the water industry.

PART 1. TECHNICAL PROPOSAL

1.0 UTILITY SERVICE COMPANY'S UNDERSTANDING OF THE PROGRAM

The City of Wilmington, Delaware is seeking proposals from qualified contractors to perform the fire hydrant services for the utility's water system which is comprised of approximately 400 miles of water mains, 2,500 fire hydrants and 9,000 valves. The term of the proposed contract for services is for one (1) year term.

Specifically, the valve services requested in the Request for Proposal include:

- a. Inspection services to determine the operability of the valves' components
 - i. Documentation of field data, both written and GIS, and reporting and communicating the information
- b. Exercising the valves
- c. Valve rehabilitation services
 - i. Minor repairs
 - ii. Full replacement

Utility Service Company unconditionally states that it is capable of performing all the services contained in this RFP. Utility Service Company is very familiar and experienced in these scopes of work. Specifically, our capabilities include the operation, repair, rehabilitation and replacement of fire hydrants and valves, particularly in old water systems. Our company's hydrant and valve operation and maintenance services are an essential part of any water system asset management program. Indeed, these services are executed by some of the most experienced industry experts with many years (some decades) of hands on field operations and maintenance experience. Our staff have turned, exercised, assessed, maintained, repaired, and replaced thousands of valves and hydrants in their careers.

Our personnel are familiar and experts in the flushing practices prescribed by the AWWA M17 manual. We have performed many M-17 and "C" factor flow tests, and conducted studies in water systems across the US. While we believe that the M-17 protocol is valuable in evaluating the fire flow capabilities of a water system, we also recommend the use of a "single hydrant" flow test where a single hydrant is used to measure both the static and residual water pressures. The single hydrant test provides similar results to the M-17 but is much quicker to implement, does not require as much water to conduct the test (10 psi drop), uses less manpower, and can be used to quickly determine areas of low flow or pressure due to tuberculation, clogged or collapsed pipelines, closed valves, and non-surfacing water main breaks.

Our GIS division uses the latest technology and GIS software to accurately collect, validate, transfer and maintain the asset data collected in the field by our field crews. Our Trimble GPS units are capable of recording the X,Y coordinates of an asset to sub-foot accuracy. Our standard GPS configuration includes the Trimble 6000 Series GeoXH handheld device with TerraSync Professional and GPS Pathfinder Office software. The software we run our GIS on is Esri ArcGIS 10.1 Desktop and ArcGIS Online. With the

- Gas detector
 - Tripod for confined space entry
 - Traffic safety cones
 - Full size TRAFCON LED ARROWBOARD mounted to truck
 - Four corner strobes in vehicle and strobe light mounted to roof
- 7) Hand Keys
- 8) Vacuum
- Includes a positive displacement blower which provides 500 CFM (14.2 cm)-11"(280mm) Hg vacuum, with spoils containment provided by a 250 gallon (950L) tank with power hydraulic dump (curb side discharge) and latching rear door
- 9) Trimble GeoExplorer 6000 Series XH
- Data collection with sub-foot accuracy
 - Floodlight technology
- 10) ArcGIS 10.1 Desktop
- 11) GPS Pathfinder Office v5.30
- 12) TerraSync
- 13) 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 7 gallon (26.5 L) anti-freeze tank and 66 gallon (250 L) water tank for hydro excavating and potholing
- 14) Subsurface ML-3 Magnetic Locator
- 15) Subsurface LC-2500 Leak Correlator
- 16) Subsurface LD-15 Leak Survey Tool
- 17) Subsurface LD-12 Leak Ground Microphone
- 18) Utility Service Helium Leak Detection equipment for large diameter and non-metallic pipe leak detection

Utility Service Company does not self-perform line-stopping / valve insertion services. However, given the national presence of our company and the myriad of water system asset management, maintenance and construction services that we provide both directly or through our partner companies, working with and managing a 3rd party for line-stopping / valve insertion services is standard operating procedure for our company. Before work is begun on the program, Utility Service Company will have a contract in place with a company that is experienced in line stopping / valve insertion services. Consequently, should the need arise where these services are required, a contractor will be readily available in planned or emergency situations. In fact, as part of our DBE efforts, we have already contacted registered water and sewer contractors in the State of Delaware, Office of Supplier Diversity to see if they have the

- Funding

From the R&R determination, Utility Service Company will fund and perform all necessary capital repairs and replacements to bring the assets up to full operability and performance. Once the assets are improved or otherwise deemed to be included in the MP program (most of the assets will not require R&R work and will be 100% operable as part of the assessment program) it becomes Utility Service Company's responsibility to keep the asset condition and operability at the MP level into the future. Should the asset fail or otherwise not perform to the standard at any time in the future, Utility Service Company will take the necessary steps, up to and including replacing the asset, at its cost to bring the asset back to full operability.

As part of the MP program, Utility Service Company will operate the assets on a routine basis (annually, biannually, etc. depending on the criticality of the asset and as determined jointly with the City of Wilmington) to maintain the level of service for the assets.

The cost of the MPP program to the City of Wilmington includes an amortization (fixed spread) of the R&R Costs over a duration that meets the city's funding needs, and a fixed fee for the ongoing operation and maintenance of the assets for the life of the MP program.

The program provides several benefits to the customer. The main benefits include:

- City shifts the risk of future maintenance and operability of the assets to Utility Service Company
- City does not need to tie up (or find) CapEx dollars to fund the improvements to the asset
- City has a predictable and leveled payment schedule into the future to set water rates upon
- City has peace of mind that their water assets will be serviced routinely and will be operable when they are called upon for use whether in a planned event or emergency

Benefits of the Maintenance Program:

- Part of a comprehensive asset management program for the community
- Shift the risk of asset operability to Utility Service Company
- Spread of capital repair and replacement costs over a fixed duration
- Leveled payments with peace of mind
- Strengthen customer confidence and improve customer service
- Gain, sustain and ensure operational reliability and control of the water system
- Confidently "know" where the assets are located in the water system
- Identify critical assets in the distribution system
- Measure and document maintenance, repair, rehabilitation and replacement procedures

captured about the assets. Then validated to ensure the accuracy of the information. Poor GPS shots were rejected and reshot in order to provide St. Cloud with the best data possible.

The general procedures for the project were:

- 1) Utility Service Company will take precautions to protect water mains and fire hydrants from damage that might be inflicted by the improper operation and use of the fire hydrant.
- 2) Utility Service Company shall not waste water from the public water supply in performing the services herein except in the proper operation and flushing of the hydrant as specified below.
- 3) Utility Service Company will keep the work site clean and free of litter and debris at all times.
- 4) Utility Service Company shall at all times conduct work to ensure minimal obstruction to traffic, the general public and the residents in the vicinity of the work to be performed.
- 5) Utility Service Company shall use best efforts to prevent and control erosion that may result directly or indirectly from the project work.

The procedures for locating and accessing hydrants were:

- 1) Utility Service Company will be provided two copies of the systems most current water distribution maps for the project area showing the location of the hydrants and/or a GIS database with the hydrant data layer.
- 2) Utility Service Company will search for all hydrants visually using the water maps.
- 3) If the hydrant cannot be located after searching for the hydrant for 10 minutes, the hydrant will be noted and recorded as "cannot locate".
- 4) Fire hydrants may be located in tall grass or other vegetation or may be surrounded by debris and the existence of such may impede access to the fire hydrant. Utility Service Company shall clear incidental plant growth from around the hydrant in a three foot radius, as necessary, to expose all surfaces of the hydrant for access.

The operation and maintenance procedures were:

- 5) Check the hydrant's overall appearance. If paint is needed, notify the Customer of the need. Note any missing parts or damage to the fire hydrant. Check to see whether the hydrant needs to be raised or lowered because of a change in the ground surface grade. If adjustments or repairs are required, notify the Customer of the need.
- 6) On traffic model hydrants, check the breakaway device for damage. Notify the Customer if repairs are necessary.
- 7) Remove hydrant head/bonnet to inspect grease/oil levels and condition, and replace as needed. If moisture is present clean and replace oil. Inspecting all o-rings and seals and replace as necessary from inventory provided by the Customer.
- 8) Remove one outlet-nozzle cap and use a listening device to check for control valve leakage.

The inspection information was managed in both ArcGIS and Microsoft Access, which was used to generate summaries, reports, and work orders. In addition, the data was imported onto an Excel spreadsheet to meet the City's data convention and allow the City to upload the information to their system.

For further details about the contract of this project, please contact Timothy Hewett at Timothy.Hewett@ci.stcloud.mn.us.

Town of Ocean City, MD – Valve Exercising

This project began in October 2012 and completed by February 2013. Meetings were held with the Town prior to the start of the project. This helped establish a plan; create awareness of where the crew would be working during the week; clarify any uncertainties; develop a safety plan; determine the needs of the Town; determine what information would be collected (what to include in the data dictionary); define the deliverable and reporting; develop procedures to follow when issues arise; and state the objectives of the Town.

There were multiple project objectives:

- 1) To execute a potable water valve exercising program on 1,500 valves
- 2) To record the valve information for further reference
- 3) To deliver the data in a Microsoft Access database format
- 4) To clean the street box risers thoroughly for inspection

Besides the condition of the valve, a plethora of information were captured using the Trimble unit. The data dictionary was extensive with 40 attributes including valve type, valve use, valve size, structure condition, surface cover, close direction, and found shut. All of the inspection information was managed in Microsoft Access. This allowed us to automate the generation of summaries, reports, and work orders.

After the completion of the project, the database, map files, and a presentation style report were delivered to the Town.

For more information about this contract, please contact Dean Dashiell, the Town of Ocean City's Senior Project Manager. His contact information is:

204 65th Street, Building E
Ocean City, MD 21842
Telephone 410-520-5428
Fax 410-723-1832

ddashiell@oceancitymd.gov

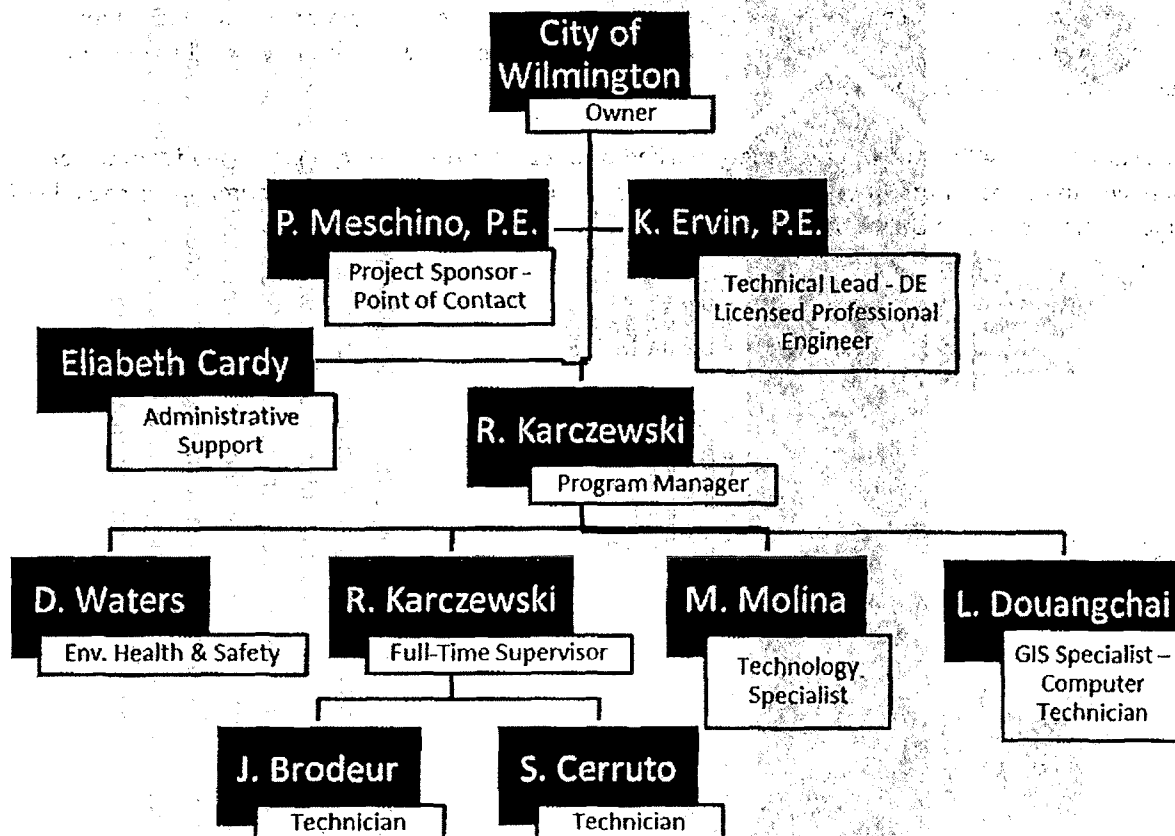
Scope – Valve exercising, maintenance and data collection for 1500 system and isolation valves
October 2012 thru February 2013

- Kansas City, MO-Isolation shuts and valve repairs.
- West Springfield, MA-Valve and hydrant assessments and repairs, unidirectional flush execution, pre and post flush water quality testing.
- Framingham, MA-Valve assessments and repairs, leak sounding.
- Longmeadow, MA-Valve assessments and repairs.
- Waterbury, CT-Large valve maintenance and repairs.

Through John's extensive operational experience he is able to capture industry best practices and apply this knowledge to all of the projects in which he is involved.

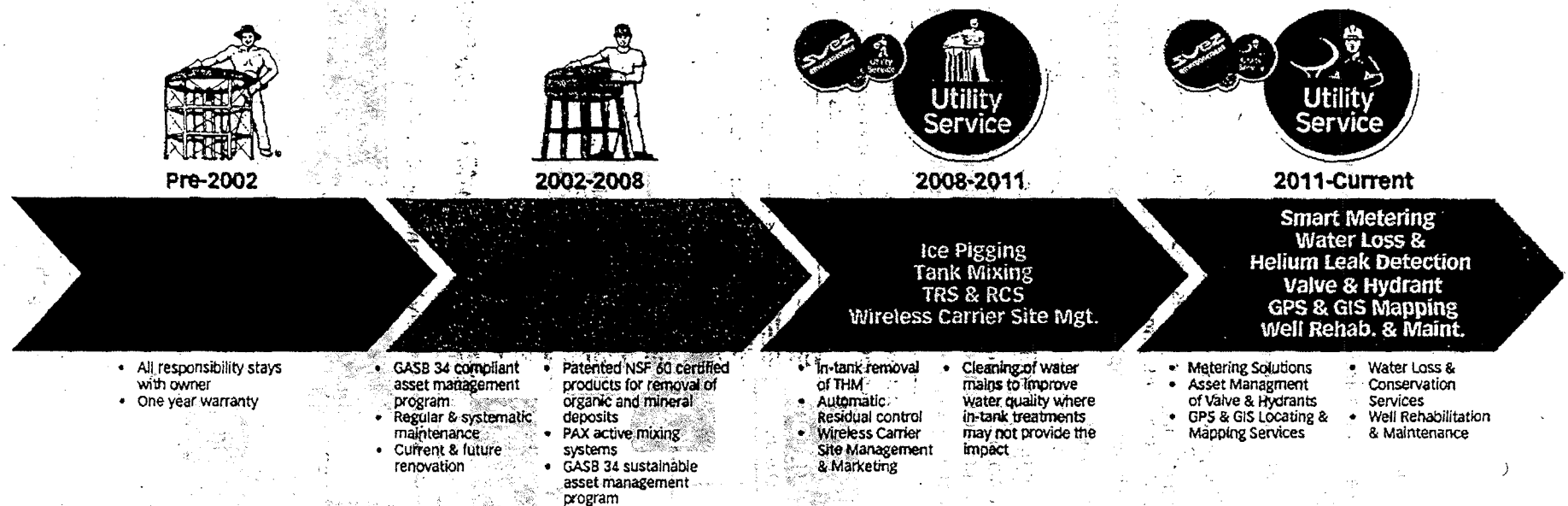
1.2 ORGANIZATION, KEY PERSONNEL AND POINT OF CONTACT

An eclectic team of experts would be responsible for providing the utmost professional service to the City of Wilmington for the services identified in the RFP. The chart below illustrates the organization of the team from the owner to the field crew.



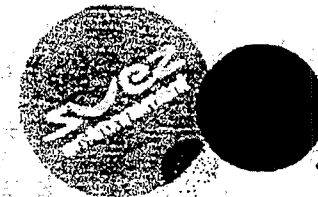
With his extensive experience in the water industry and as a registered Professional Engineer in the State of Delaware, Kirt Ervin would oversee this project from start to finish. Paul Meschino would be our point of contact. He has over 25 years of experience and is well versed with the water and wastewater industry. Ron Karczewski would wear two hats—Project Manager and Supervisor. He played a significant

USG has been a trusted partner serving customers in the water industry since 1963...



Utility Service Company's Parent Company, SUEZ ENVIRONNEMENT

SUEZ Environnement is a global technology and environmental services provider specializing exclusively in water and waste management. It pursues an international growth policy that connects sustainable development with economic value. The SUEZ Environnement Group vision is based on a simple value proposition: enabling its customers to achieve their environmental and operational performance goals. By maximizing the potential of its water and waste management businesses, the Group addresses environmental issues facing local authorities, manufacturers, and utilities while promoting green growth. A core competency of the Group is to make innovation a driver for excellence.



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2.1 RATE SCHEDULE NO. 2

Schedule No. 2 - Rate Schedule for Valve Rehabilitation Portions of the Work

Description	
Hourly labor rate for 2 man crew	\$225
Hourly labor rate for 3 man crew	\$250
Materials / Parts / Equipment / Subcontractors** (See Note)	Cost plus 10%

**NOTE

To be sourced locally and through DBE companies as much as possible

APPENDIX A: RESUMES

Paul Meschino, PE

Certificates

- Professional Engineer in Ohio and Pennsylvania

Associations

- Member of American Society of Civil Engineers
- Water Environment Federation
- American Water Works Association
- National Council for Public Private Partnerships - Water Institute Steering Committee
- US Conference of Mayors - Business Council Member
- Urban Water Council

Civic Leadership

- Plan Commissioner for the City of Naperville, IL (former)

Project Experience from Previous Employment

Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) - President, Metropolitan Biosolids Management, LLC - Mr. Meschino led the development of an award winning public private partnership with the MWRDGC. The \$225 million project provided for the turnkey design-build and financing for a 150,000 dry tons per day sludge-drying, energy recovery, and beneficial reuse facility. The project also includes a 20-year ownership and operating period for the company.

Veolia Water - City of Indianapolis Water Company Public - Private Partnership, Executive Sales - Mr. Meschino was part of a diverse team of operational, technical, legal and financial experts who contributed to the development and award of the largest public - private - partnership in the U.S. for the operation and management of the water system and related capital improvement program for the City of Indianapolis, IN serving 1 million people. This 20-year partnership was valued at approximately \$1.5 billion.

Citizens Utilities Company of Illinois (d.b.a. American Water), General Manager - Mr. Meschino led the development, marketing, organization, design, financing, rate-making, and commercial and construction activities for a \$55M greenfield 20-mile potable Lake Michigan water supply pipeline/company in the Chicago metro area. The pipeline route and customer base spans multiple governmental jurisdictions and originates within the City of Chicago. This unique public - private - partnership, which combines traditional and unregulated pricing, was the first of its kind making it subject to intense political and regulatory scrutiny. The 40-year license granted by the Illinois Commerce Commission and long-term municipal, commercial and industrial purchase contracts provide for a backlog of \$800 million.

KIRT ERVIN, PE

Associations

- Member of American Water Works Association

Publications

- "Best Practices to Improve Storage Tank Performance and Reliability," Kirt Ervin, Mark Johnson, Randy Moore, Opflow, July 2012.

Other information

- OSHA Lead Trained
- OSHA 10-Hour

Project Experience from Past Employers

Distribution System O&M - Mr. Ervin's role within the Distribution Load Control Center (DLCC) at Missouri American Water Company was to ensure the supply of water and pressure throughout the St. County distribution system. His various duties included construction of the hydraulic model, optimizing water tank and pumping station operation, performing hydrant flow testing, supervising the operation of valves to insure proper operation and position, and automation of facilities including the upgrade of a 94MGD filtration plant.

Ron Karczewski

Experience

Mr. Karczewski has extensive and in-depth communications and coordination with large and small utilities to serve their specific needs. He is able to contribute the learning's and experiences from these operations to further increase the efficiency and effectiveness of each project.

Certificates

- Illinois State Certified Public Water Supply Operator Class "C"
- ISFM Certified Firefighter II
- Advanced Roadway Extrication and Safety Certification
- 10 Hour OSHA Training Certification
- Field Operations Classroom Trained and Certified Trainer
- First Aid/CPR Certification

Training

- Over Ten Years of Active Fire Fighting Service
- Data Operations Trained
- Confined Space Entry Trained
- Hydrant Flushing/Flow Test Trained

Valve and Hydrant Assessment Experience

Mr. Karczewski has inspected, audited and exercised thousands of valves from 1" ball valves to large gate, butterfly and check valves. He is an expert at valve operating equipment, valve operator limits on specific valves and the operating characteristics of all valves. Mr. Karczewski has specific expertise in operating large and high pressure valves.

Valve and Hydrant Repair Experience

Mr. Karczewski has extensive experience in the repair of different types of valves. Has repaired cone valve operators, butterfly shear pins, butterfly operators, external geared gate valves, replaced packing, straightening misaligned roadway boxes, replacing frames and covers on vaults, raising paved over valves, troubleshooting valve repair activities and replacement of valves. Mr. Karczewski has also performed maintenance on many different manufacturers' hydrants from minor repairs to raises, major rebuilds and replacements.

Training and Leadership Skills

Mr. Karczewski was instrumental in the creation of the Utility Service Training Program using his water distribution system familiarization and in-depth valve and fire hydrant assessment, operations and repair experience which provided valuable input. Mr. Karczewski delivers training programs, both classroom and on-site.

David Waters, CSHO

Certificates

- MSHA- Certified Instructor
- OSHA- Authorized Instructor
- SSPC Lead Supervisor
- Medic First Aid Instructor

Associations

- Georgia Mining Association Safety Committee
- Medic First Aid
- SENA EHS Safety Committee

Other information

- Scaffold Training Institute- Instructor, Course
- Safety Scaffold Instructor Course
- FEMA-Exercise Design and Evaluation
- Hazmat- Idaho Hazardous Material Training Institute
- Clandestine Laboratory- Las Vegas Police Department
- Security- Executive Security International

Project Experience from Previous Employment

Contrack International Inc., Afghanistan, Construction, Safety and Security Manager - Mr. Waters worked as Safety and Security Manager for a USACE Afghan Military Base design in Afghanistan.

This project involved building a full military base installation equipped with power generation station, waste water treatment, offices, barracks, mechanical shops, underground utilities, and paved roads. Mr. Waters managed the safety team of 15 safety personnel and over 20 armed security guards. Work personnel at the project consisted of over 100 workers.

Landmark Structures, Fort Worth, Water Tower Builder, Safety Manager - Mr. Waters was the first safety manager for a design builder of water towers. He created a relationship with OSHA, demonstrating that the company was a leader in composite tank technology; he proved. Mr. Waters help provide new safety technology to the company and train employees to create a positive safety culture at the company.

Environmental Technologies of Nevada, Las Vegas, Hazmat Responder, and Supervisor - Mr. Waters was a supervisor for an environmental company. He worked with the Las Vegas Metropolitan Police, North Las Vegas Police, Clark County Sheriff's Department and the DEA on providing clandestine laboratory services to them. Mr. Waters also responded to crime scenes and hazardous material emergencies throughout Southern Nevada.

Miguel Molina

Certificates

- Expert in whole water cycle by University of Alicante

Publications

- "Scope on Techniques and Technologies for NRW Management.," E. Landeros, M. Molina, A. Peralta, S. Pulido, F. Mendaza, F. Aguado, Water Loss Sao Paulo 2010
- "A tool to forecast and warn of real-time flash floods in urban areas" C. Montero, G. Ramon, P. Malgrat, M. Molina, R. Sanchez-Diezma IWA World Water Congress, Montreal, Canada 2010
- "Application of advanced decision support tools to predict the quality of bathing waters after storm events for small and large cities" C. Montero, P. Malgrat, M. Molina, E. Gutierrez, IWA World Water Congress, Montreal, Canada 2010
- "A portable tool to detect leaks in large diameter pipes" I. Casals, E. Landeros, M. Molina, IWA World Water Congress, Montreal, Canada 2010

Condition Assessment, Prioritization and Capital Improvement Programs

Methodology for rehabilitation of sanitation systems, Benicarlo, Condition Assessment and Capital Improvement Plan, Director - Mr Miguel Molina planned the project for running the inspections, surveys, GIS data collection, validation, hydraulic model for implementing the methodology to prioritize the maintenance over the sewer system and optimize the investment on the pipe renewal program. He was the responsible of the project manager, following and verifying the overall quality of service provided to the municipality during the execution of the project.

Methodology for rehabilitation of sanitation systems, Tarragona, Condition Assessment and Capital Improvement Plan, Director - Mr Miguel Molina planned the project for running the inspections, surveys, GIS data collection, validation, hydraulic model for implementing the methodology to prioritize the maintenance over the sewer system and optimize the investment on the pipe renewal program. He was the responsible of the project manager, following and verifying the overall quality of service provided to the municipality during the execution of the project.

Methodology for rehabilitation of sanitation systems, Murcia, Condition Assessment and Capital Improvement Plan, Director - Mr Miguel Molina planned the project for running the inspections, surveys, GIS data collection, validation, hydraulic model for implementing the methodology to prioritize the maintenance over the sewer system and optimize the investment on the pipe renewal program. He was the responsible of the project manager, following and verifying the overall quality of service provided to the municipality during the execution of the project.

Leak detection

iDROloc, Helium leak detection, Director - Mr Miguel Molina managed the industrialization of the technology for leak detection with Helium in large mains with a portable equipment. The technology was successfully implemented in various cities around the world (Spain, Mexico, Saudi Arabia, China, Indonesia...)

Smart Metering

Electronic meters collector, AMI, Project Manager - Mr Miguel Molina designed and managed the project for the development of a battery powered GPRS collector for remote monitoring of electronic flow meters by radio wireless network or wired bus. The technology was successfully implemented in various cities as Barcelona, Alicante, Cordoba, Ceuta,...)

Irrigation

Regcontrol, Precision Agriculture, Technology Director - Mr Miguel Molina planned the project and was in charge of the project manager by following and ensuring the results. It was developed a system to improve the quality and quantity of production by crops, by controlling the fertilization and irrigation using models for the characterization of the soil, weather conditions, growing curves and ETC (Evapotranspiration).

**Lisa Douangchai, CFM,
GISP**

**Certificates and
Certifications**

- Geographic Information Systems Professional
- Pipeline Assessment and Certification Program
- Certified Floodplain Manager

Publications

- Published Maps: Walcutt, Susan M., Hallisey Hendrix, Elaine, et al. *Globalizing Georgia: Atlanta Ethnicity Atlas and Multicultural Directory of Georgia 2003-2004: Atlanta: CARA Publications*

Community Outreach

- Current
 - Co-host and organizer of local GIS activities, including GIS Day events
 - Volunteer at the Atlanta BeltLine
- Past
 - GIS consultant to the Yachana Foundation, a non-profit focused on protecting the rainforests in Ecuador
 - Sorter at MedShare International
 - Volunteer at local and state parks
 - Map maker for the Georgia Tech Social Justice Committee

Center for Geographic Information Systems at Georgia Tech, Intern and Graduate Research Assistant

- Researched ecological, cultural, and environmental data to produce thematic maps for conservation mapping to help reduce the financial burden on property owners of distressed land
- Assisted in planning safe routes for students in DeKalb County by identifying hazards, developing a walk out policy, and preparing the streets network for an in-depth bus routing analysis
- Created a poster for the 2011 American Wind Energy Association Conference to provide information on how to gather and compile marine spatial data
- Researched marine spatial data and the challenges of identifying potential offshore energy
- Identified, managed, and documented coastal and marine resources
- Developed a GIS based tool that allows non-technical constituents to visualize and explore spatial data for analytical purposes
- Created an ArcReader user guide to assist novice GIS users with the software

KHAFRA Engineering Consultants, Inc. GIS Analyst II

- Assisted in supervising and training multiple GIS technicians at the City of Atlanta's Department of Watershed Management to ensure increased productivity and efficiency
- Produced detailed analytical maps as a member of the Clean Water Atlanta Project to aid City officials and engineers in making critical decisions about Atlanta's infrastructure
- Contributed to the Project Management Team's Procedures Manual
- Developed a tool to reduce the manual input of new or revised data on a regularly produced City of Atlanta water rehabilitation map
- Corrected geocoded data in the Hansen database
- Produced thematic maps from field data results for inclusion in reports to the Environmental Protection Agency
- Defined the extents of water and sewer projects over the web for the City of Baltimore to assist the city in its record keeping efforts and increase project awareness by public and private agencies
- Performed field work on two city projects
- Developed strategic marketing initiatives that established relationships with potential clients and partners

Watershed Concepts, GIS Analyst

- Updated Flood Insurance Rate Maps in a Spatial Database Engine environment to contribute to the improvement of the National Flood Insurance Program
- Evaluated the revised floodplain maps using the Quality Assurance and Quality Control process developed by the Map Modernization Team
- Prioritized flood study areas of multiple Southeastern US counties by collecting data from various public sources such as the US Census Bureau and USGS and by analyzing available Flood Insurance Studies
- Performed heads up digitizing of surface features and previous versions of FEMA flood maps
- Georeferenced multiple outdated floodplain maps to current aerial images
- Created reports and summarizations of spatial attribute data for analysis

Resume

Jonathan Brodeur

Role: Foreman, Network Efficiency



**Utility
Service
Group**

Mr. Brodeur joined Utility Service as a Foreman - Network Efficiency and is responsible for executing, coordinating and training our field service personnel in valve and hydrant inspection, operation and maintenance activities and the field delivery of programs to our customers. He is also an integral part of the team responsible for water main leak detection services. Mr. Brodeur also has experience with the integration and validation of program information into our customers GIS system. Mr. Brodeur has multiple years of experience in the water industry, particularly when it comes to maintenance, operation and repair of water valves, fire hydrants, pipelines, meters and leak detection. Mr. Brodeur has significant hands on experience in water systems and has a strong track record for safety and performance in the field.

Project Experience

- o Ocean City MD, Valve assessment program
- o Execute all field services for a valve assessment program for the Town of Ocean City Maryland. Including valve exercising, data collection, rehabilitation of frozen valves and customer communication. The project included a complete database which defines work orders for the assets with discrepancies.
- o St. Cloud MN, Hydrant maintenance and repair
- o Execute all field services for a fire hydrant maintenance and repair contract

Education

- o Monson High School in Monson Massachusetts

Areas of Specialization

- o Water Distribution maintenance, Pumping, Storage, installation and Asset Management
- o Storm water System Maintenance, Repair and installation
- o GPS Collection and GIS integration

Years of Experience

- o 15

Photo Unavailable

Utility
Service
Group

Education

- Torrington High School,
Class of 1999

Areas of Specialization

- Valve exercising,
installation, and parts
replacement
- Hydrant inspections,
testing, repair, and
installation
- Pipe inspection, repair,
and replacement
- Water sampling

Years of Experience

- 13

Resume

Steven Cerruto Jr.

Role: Technician, Network Efficiency

Mr. Cerruto helps the firm achieve its goals and objectives with his high level of expertise that he has gained through his 13 years of experience in water and sewer operations and maintenance and system expansions. He is very dedicated and reliable. He works well with others and independently to resolve problems.

Project Experience

Water Fire District, Watertown, CT, Foreman/Chief Operator

- Organize daily work schedules for the operators.
- Water sampling, including reporting to the State of Connecticut DPH.
- Locating: water/sewer mains and services.
- Field inspections of new and repaired mains and services including mapping and ties to location.
- Hydrant maintenance including flushing, repairs, new installations and replacement of old hydrants. Experienced in Mueller, Darling and US Pipe hydrants.
- Surveying water system and listening to locate leaks using Aqua-Scopes.
- Pump Maintenance: Replacing impellers and mechanical seals on Gould pumps (15 and 25 HP).
- Replacements of internal plumbing of pump stations including suction and discharge of pumps (2" up to 10" piping).
- Water Services: repairs and new installations including tapping of the water main.
- Gate Valves: New installations, exercises of valves, and replacing operating nuts and packing.
- Water Mains: New installations and main break repairs.
- Backflow: Installation, testing, repairs and cross connection inspections.
- Chemicals: Handling of caustic and chlorine delivers and rebuilding of LMI feed pumps.
- Water meters: Installation of 5/8" to 8" meters with radio read units.
- Sewer System: inspecting new and repaired mains and services, inspecting man holes for water infiltration and deteriorating piping and manhole stacks, scheduling and inspecting of contractors to repair, seal and reline trouble areas.

APPENDIX C: DBE QUOTATION AND BUSINESS PROFILE

Finally, our company's scope of services includes the construction and renovation of water and sewage pumping stations. The mechanics our company employs perform all necessary pipe fitting, fabrication, and welding of ductile iron, pvc, and steel pipe sizes ranging from two to fifty-four inches in diameter. We recently completed three sewage pumping station replacements for the City of Dover that included the replacement of top-mount pumping stations, flow meter installations, SCADA upgrades and underground pipe work. We have performed several large diameter piping upgrade projects at various water boosting stations and treatment plants. Several of these projects involved installing flanged ductile iron pipe with diameters in excess of forty-eight inches. Among our customers for these mechanical projects are the City of Wilmington, the State of Delaware, the University of Delaware, and the Town of Smyrna.

Brandywine Construction Co., Inc. takes pride in being a versatile company able and ready to provide the types of services described above to the civil construction industry. We cherish the reputation we have built and appreciate the repeat business opportunities our customers have afforded us over the past five decades.

Respectfully,
Brandywine Construction Co., Inc.



John A. Everhart
Vice President



BRANDYWINE CONST. CO., INC.

101 Pigeon Point Road
New Castle, Delaware 19720
(302) 571-9773 FAX (302) 571-9775

ATTACHMENT A-1
EQUIPMENT RENTAL SCHEDULE FOR REHABILITATION WORK

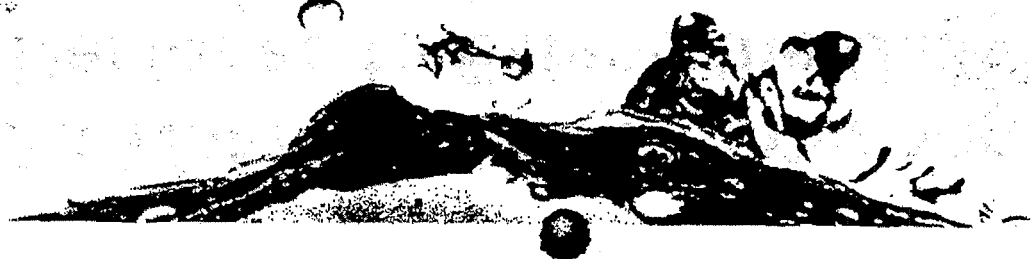
Brandywine Construction proposes to furnish construction equipment including gas, oil, lubricants, parts, all necessary repairs, etc., at the following rates:

ITEM NO.	DESCRIPTION	RATE PER HOUR
ARROW	ARROW BOARD	25.00
BACK	JOHN DEERE 310/410 BACKHOE	40.00
BREAK	JOHN DEERE 410 WITH BREAKER	75.00
BROOM	FORD TRACTOR W/ BROOM	30.00
COMP	AIR COMPRESSOR W/ TOOLS	35.00
CUT	HYDRAULIC SNAP CUTTER	25.00
DOZ1	JOHN DEERE 550/650 DOZER	75.00
DOZ2	JOHN DEERE 700 DOZER	90.00
DUMP1	FORD SINGLE AXLE DUMP TRUCK	40.00
DUMP2	MACK TRI-AXLE DUMP TRUCK	55.00
EXC1	JOHN DEERE 200 EXCAVATOR	70.00
EXC2	JOHN DEERE 230/240 EXCAVATOR	75.00
EXC3	CAT 322 EXCAVATOR	75.00
EXC4	JOHN DEERE 270 EXCAVATOR	90.00
FUSE	FUSION MACHINE (4" - 8")	35.00
GEN	GENERATOR	15.00
LOAD	JOHN DEERE 624 RUBBER TIRE LOADER	75.00
LOWBOY	MACK TRACTOR WITH LOWBOY	75.00
MOLE1	2" PNEUMATIC PIERCER	35.00
MOLE2	4" PNEUMATIC PIERCER	40.00
MOLE3	5" TO 8" PNEUMATIC PIERCER	50.00
PAVER	BLAW-KNOX ASPHALT PAVER	90.00
PLATE	STEEL ROAD PLATE	30.00/DAY
PUMP1	2" PUMP	15.00
PUMP2	3" PUMP	17.00
ROLL1	WALK BEHIND ROLLER	25.00
ROLL2	DYNAPAC DIRT ROLLER	50.00
ROLL3	CAT 334D PAVING ROLLER	45.00
SAW1	CHOP SAW	15.00
SAW2	WALK BEHIND SAW	50.00
SAW3	CONCRETE CHAIN SAW	50.00
SIGN	WARNING SIGN (EACH)	5.00/DAY
TAMP	WACKER TAMP	15.00
TAP1	FORD 77 TAP MACHINE (3/4"-2")	25.00
TAP2	MUELLER E-5 DRILL TAP MACHINE	50.00
TAP3	MUELLER 101 TAP MACHINE	75.00
TOOL	TOOL TRUCK	20.00
TRENCH	VERMEER TRENCHER	35.00
TRL	TAG-ALONG TRAILER	25.00
WATER	WATER TRUCK	65.00



Questions You Might Have.....

- ▶ Who is USG?
- ▶ How are you positioned in the water industry?
- ▶ What experience does your company have?
- ▶ How will you staff and perform the work?
- ▶ How will you meet the DBE participation goals?
- ▶ What is your Maintenance Program all about?
- ▶ Why choose USG?



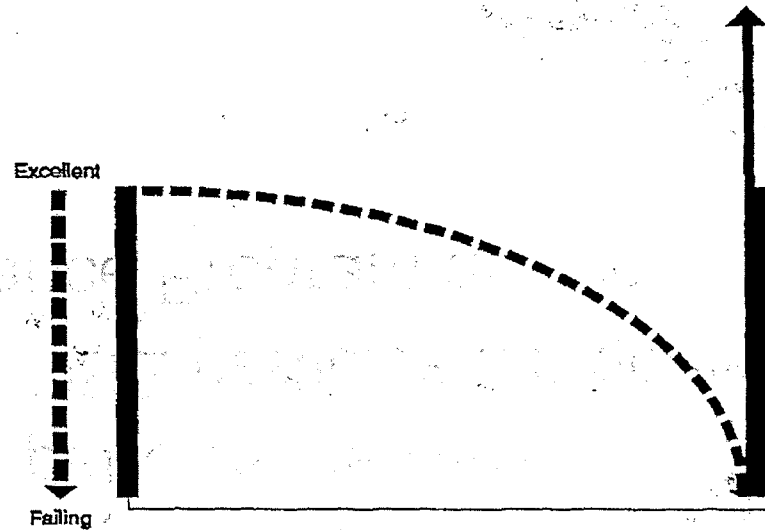


USG's Water System Maintenance Programs are Designed to Extend the Useful Life of Assets

Run-to-Failure Management Model

Sewer system assets that are not regularly maintained usually deteriorate faster than expected and lead to higher replacement and emergency response costs.

- Peak Condition
- Asset Decay
- Rehab/Replacement Cost

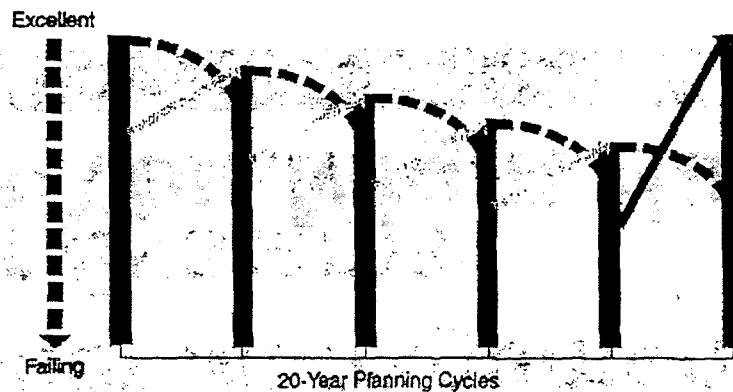


Cost-effective!

Asset Management Model

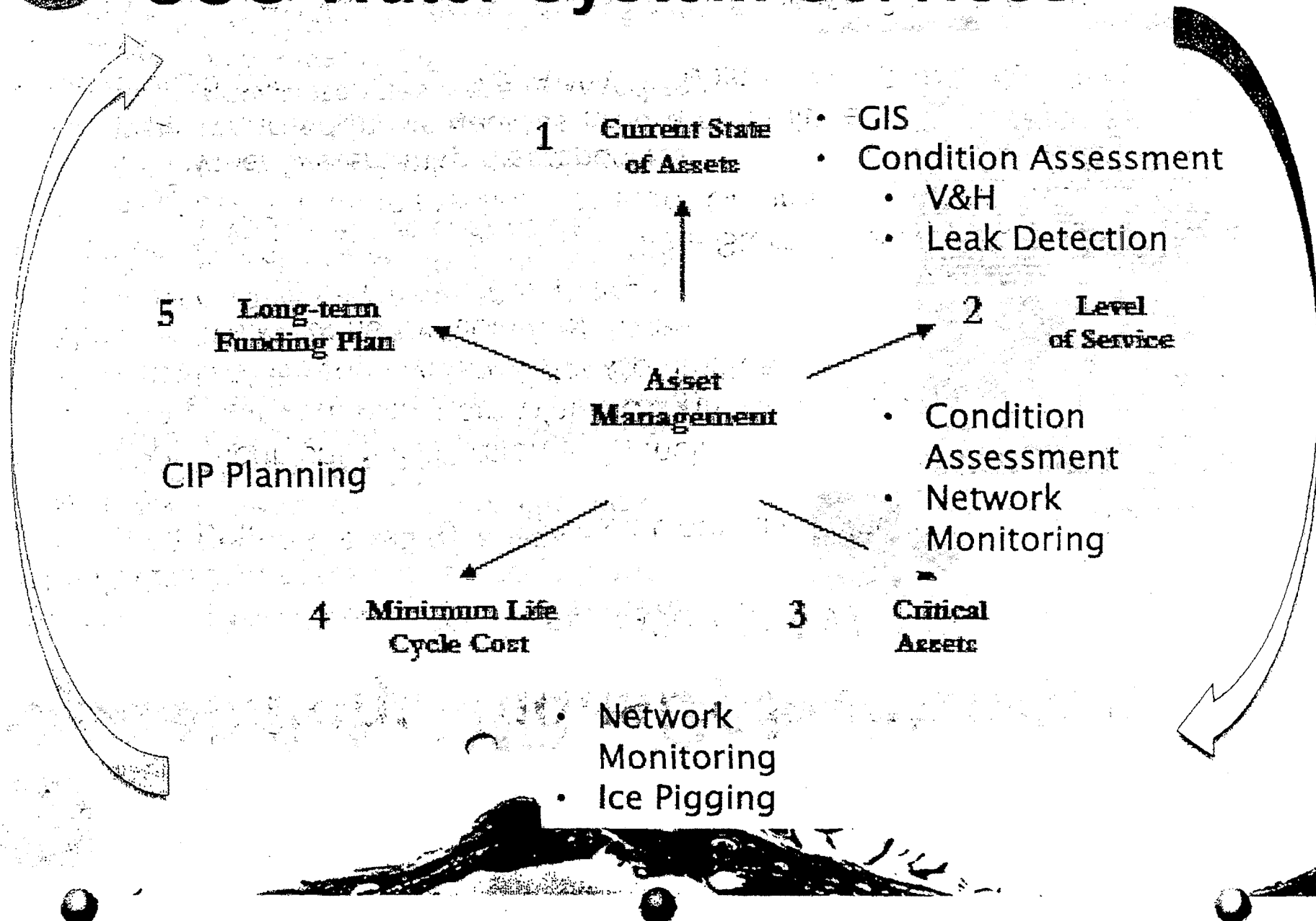
Components are regularly maintained over long planning cycles, and finally replaced when deterioration outweighs the benefit of further maintenance. Costs are well-distributed over the life of the asset.

- Peak Condition
- Asset Decay Rate
- O&M Cost
- Rehab/Replacement Cost





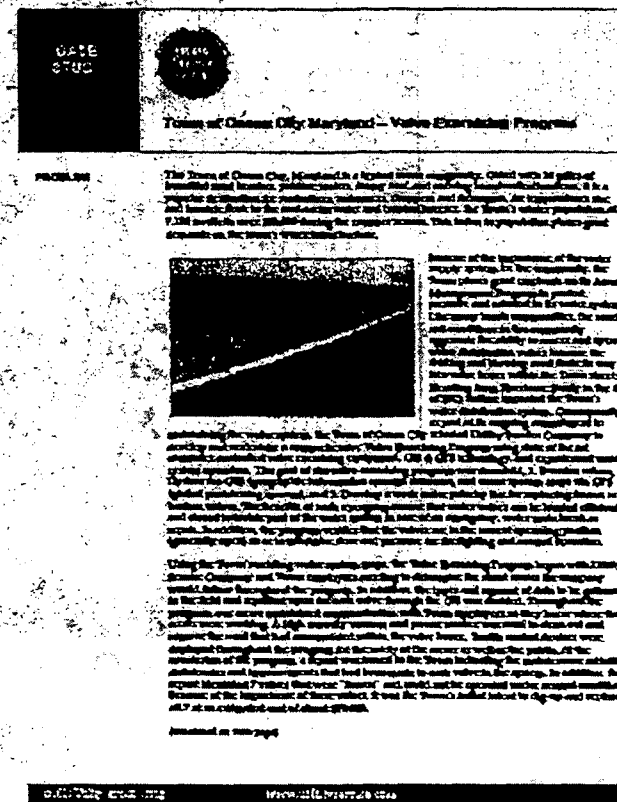
USG Water System Services





Ocean City, MD – Case Study

- Over 1400 water system valves were accessed, assessed, exercised, and recorded in the GIS database.
- Initial overall valve operability was found to be only 50%.
- After completion of the assessment and exercising program, system-wide valve operability increased to 94%.
- 7 frozen valves were found. All the frozen valves were subsequently rehabilitated by Utility Service saving the Town the entire cost of the Program.
- 185 water system map discrepancies were recorded in the database and the data inconsistencies were updated to the Town's water GIS.
- 12 valves that were thought to be in the open position were found closed





Water Main Cleaning Strategies: Ice Pigging August 2012 Opflow (Smyrna, DE)

**CLEANING MAINS:
CLEAN, PIG, OR DIG?**

Comprehensive Water
System Solutions

Don't Let Your Water
System Cleanliness
Get Dirty

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Well Asset Management

October 2013

Asset Management

Editor: Adam J. S. Davis, OPEM 2013 2013
Ray Kees, water and power manager and
Brendy Brown, asset manager of water management,
are with Utility Service Group (www.utilityservice.com).
Adrian (M. Brown) is a hydrologist with United Water
New York (www.unitedwater.com), New York, N.Y.

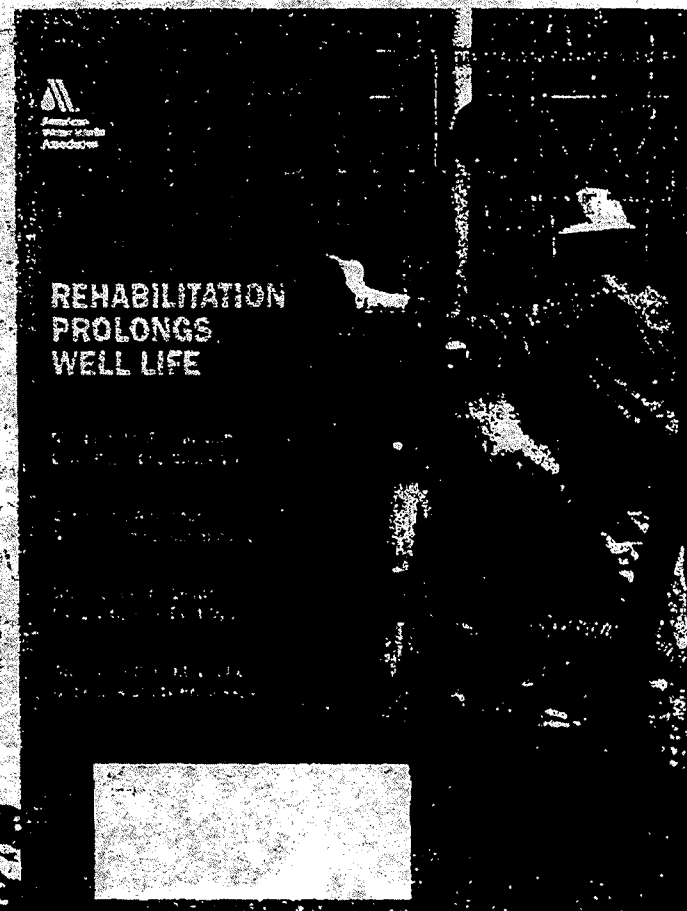
Most wells eventually lose capacity and experience lower pumping water levels, resulting in increased pumping costs. Implementing a time-based maintenance program can avoid potential problems. Ongoing performance monitoring can signal when it's time for rehabilitation to maintain or restore performance. BY RAY KEESE, BILL FREMORA, AND RANDY MOORE

MAINTENANCE WELL ASSET MANAGEMENT INCREASES SERVICE LIFE

Editor's Note: This is the second of a three-part series of articles based on a series of AWWA webinars on distribution system issues. The first article, which appeared in the September 2013 issue, described what biofilms are, what problems they create, how they relate to coliforms, and how to maintain them. This article reviews some well rehabilitation technologies and discusses how they can be incorporated into a well asset management program. The final article, which will appear in the November 2013 issue, will cover new leak-detection technologies coming to the United States. For more information, visit www.aewa.org/webinars.

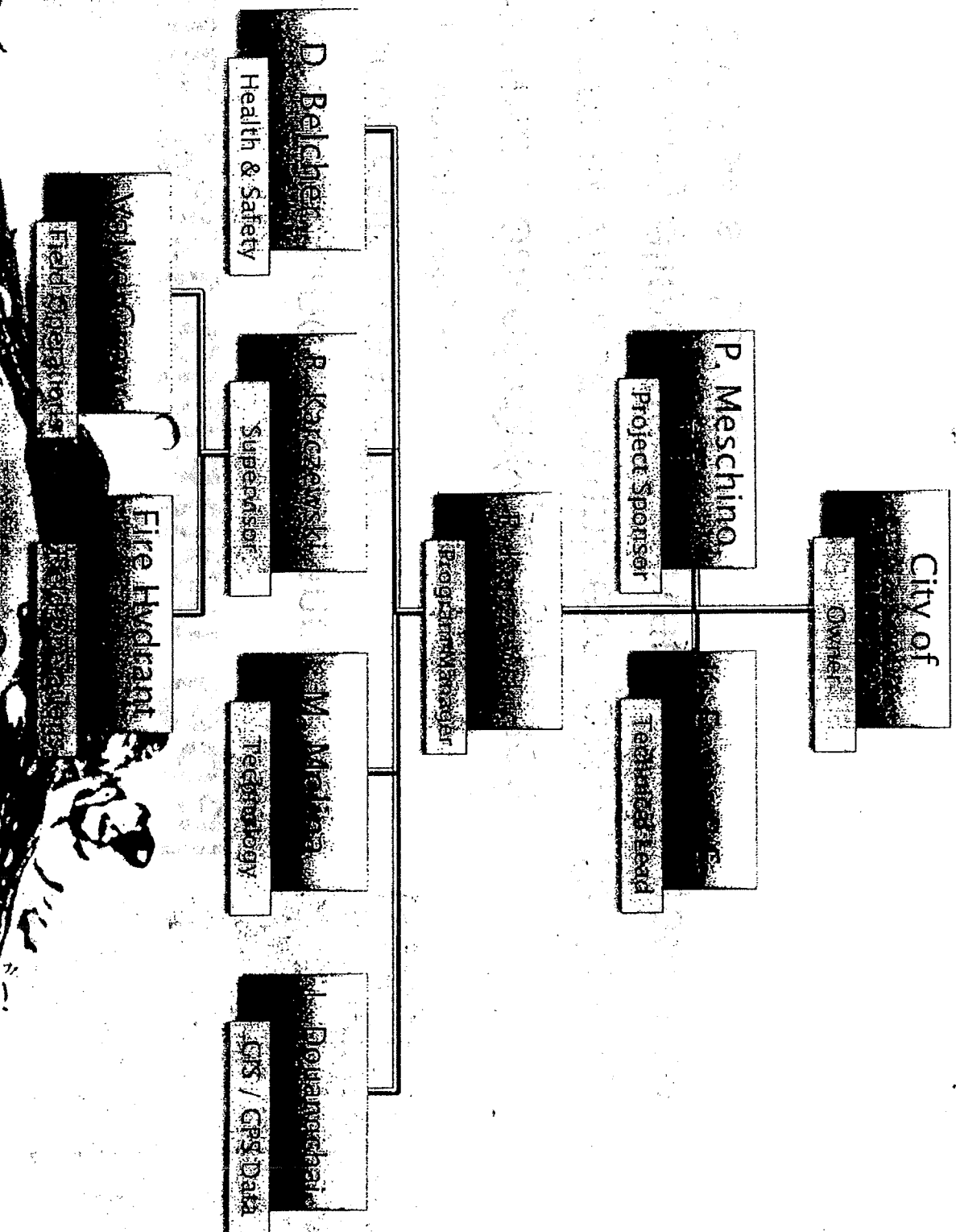
WATER WELLS, like other distribution system assets, require periodic maintenance and rehabilitation. An effective condition assessment can help you select the proper rehabilitation technology (or technologies) from a wide array of options.

It's possible to develop a sustainable well asset management program and, with some rehabilitation technologies, install hardware in the well that allows periodic maintenance without removing the pump. Based on the condition assessment and ongoing monitoring data, a cleaning schedule can be established to maintain performance and water quality.





Organization Chart





DBE Participation Goal

- ▶ Governed Under Ordinance
 - Good Faith / Best Effort
 - Payment terms
- ▶ Project Goal of 10% participation
- ▶ Contract Value (Combined V&H) – \$573,840 (not including allowance for Repairs & Replacements)
 - \$57,384 is DBE Goal



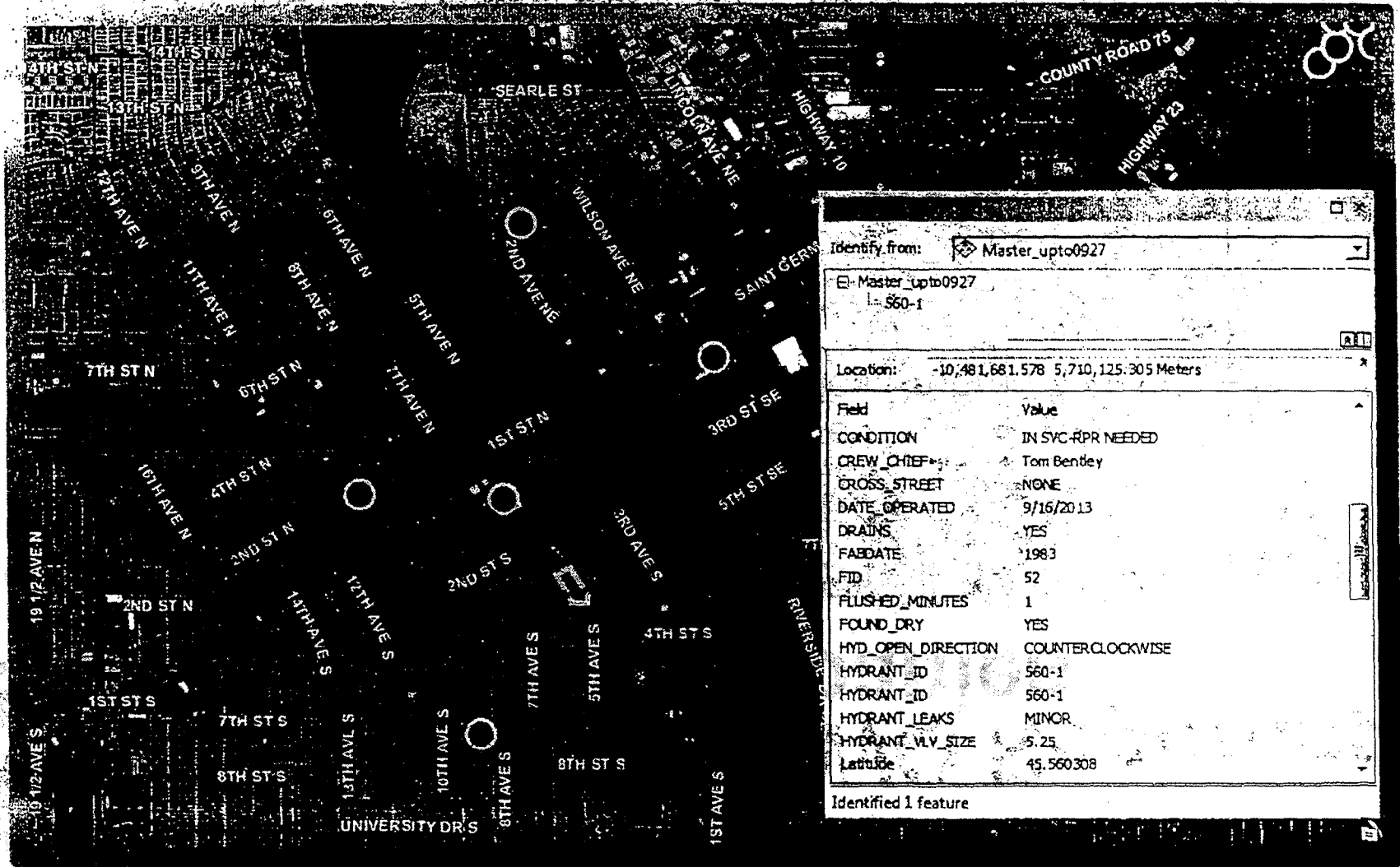


Sourcing DBE Companies

- ▶ Office of Economic Development – Small & Minority Business Enterprise Office (SMBEO)
 - Prime Vendor Directory – by Category
 - DBE Directory - Business Industry Type
 - Contractors Assistance Participant Series Program (CAPS) – Scope / Specialty / Services Offered
- ▶ State of Delaware Website – Office of Management and Budget: Government Support Services: Office of Supply Diversity
- ▶ Already Contacted in Preparing the RFP
 - Etinoff Consulting Services
 - Bond Construction LLC
 - Brandywine Construction Company
 - Choptank Excavation
 - Guardian Construction Company



GIS Database





USG Valve & Hydrant Maintenance Program - Steps

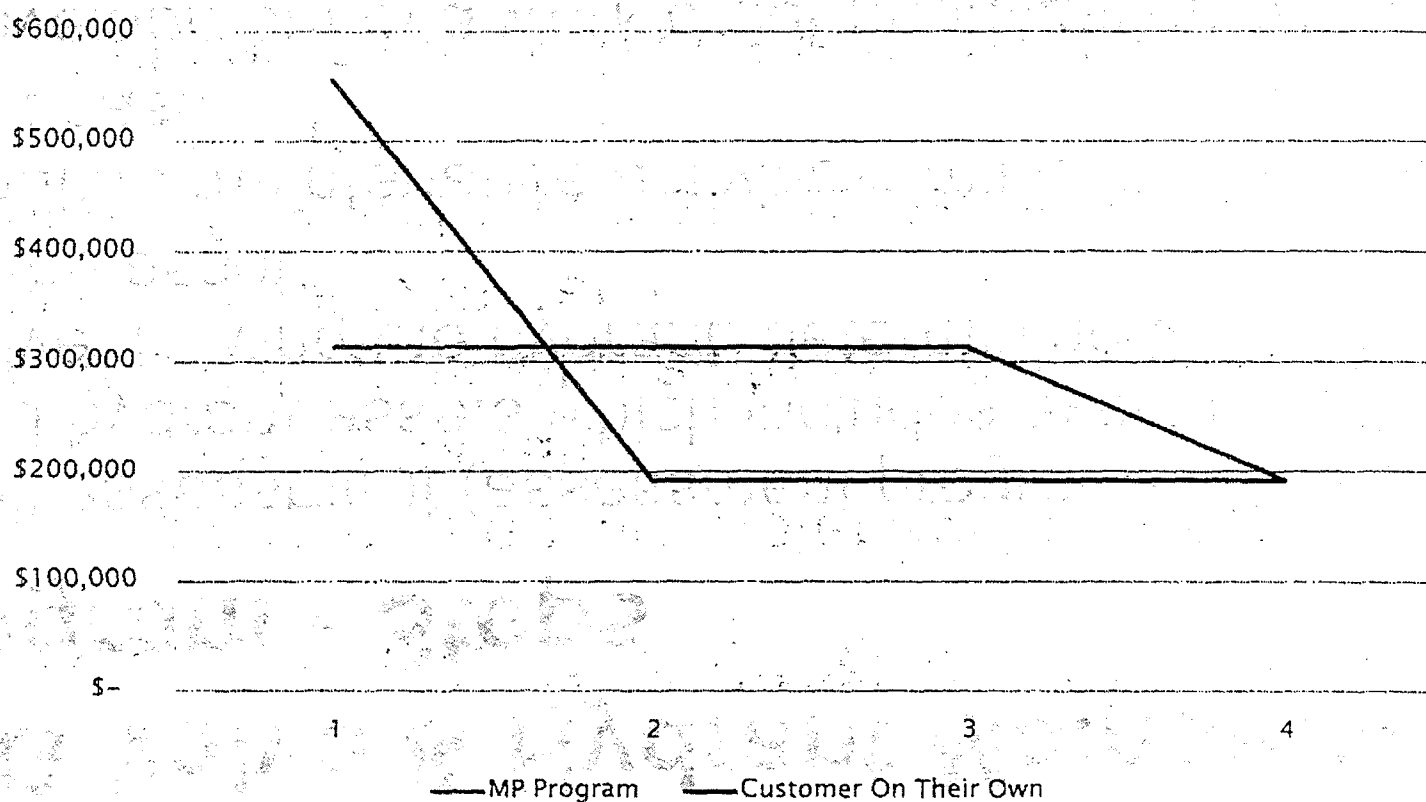
- ▶ Full assessment (assessment program) of the valve and hydrant assets which includes exercising the valve, flowing the hydrant, determining the condition of the asset
- ▶ Routine maintenance activities (minor repairs) on the first pass
- ▶ Development of a work order prioritization program for the rehabilitation or replacement (R&R) of deficient assets.
- ▶ R&R repairs / replacements
- ▶ Ongoing operations and maintenance of the assets





Pricing Graph

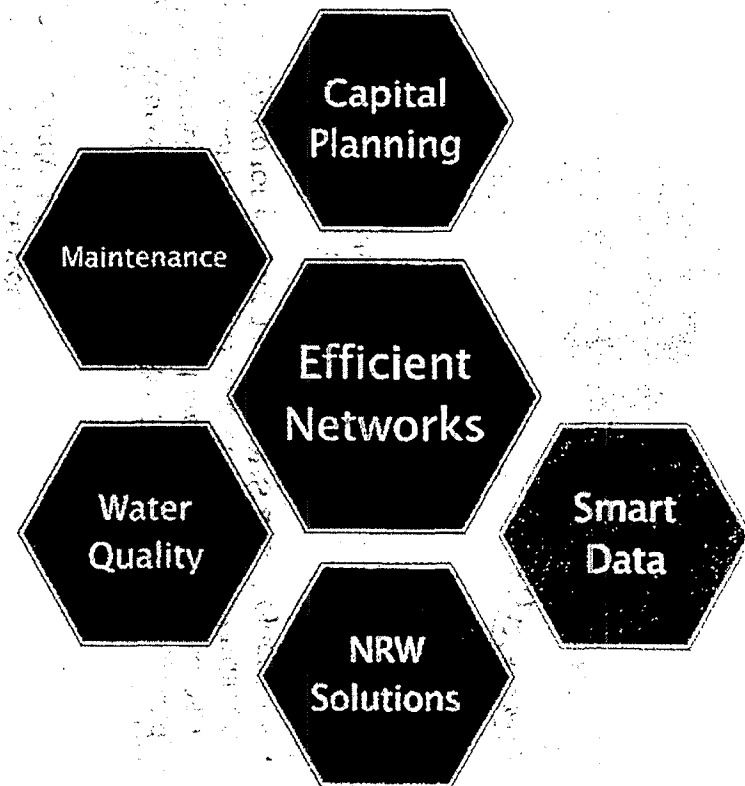
Cash Benefits to Customer - MP Program





Why is USG a Different Company

- Focused on AM Principles
- Highly Skilled Workforce
- Many Years of Hands on Applicable Experience
- Access to Global Technology and Know How
- Strong Balance Sheet
- Industry's only Maintenance Programs



CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 14046WDPS is on this 21st of April, 2014 awarded to Utility Service Co., Inc., in the amount of \$386,920.00 as per Proposal dated 11/8/2013 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:

1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 10/10/2013.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 10/10/2013 & 10/16/2013 stated that bids would be received at 5:00 p.m. on 11/8/2013
3. All proposals were received at the close of business in the office of the Department of Finance, Division of Procurement and Records, at 5:00 p.m. on 11/8/2013. Department not represented.
4. Bids were submitted by the following contractors in the following amounts:

Contractor	Address	Date of Bid	Amount
Utility Service Co., Inc	Atlanta, GA	11.8.13	*Cost per day
Wachs Water Services	Buffalo Grove, IL	11.8.13	
Etinoff Consulting Services	Wilmington, DE	11.8.13	
Joseph T. Hardy & Son	New Castle, DE	11.8.13	

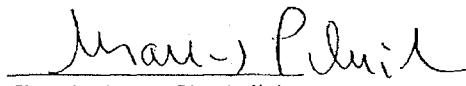
*see contract document

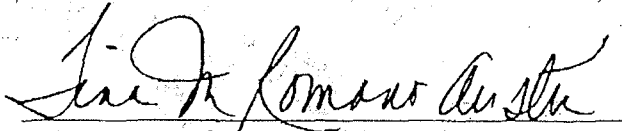
5. City License Number _____

6. Upon recommendation of Commissioner of Public Works Department and after due consideration, I determined that the contractor to whom this award is made was the lowest responsible bidder. In support of this determination I have received the following written recommendations, which are on file at my office:

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Sean Duff	Water Division Director	4/16/14

Approved as to Form


First Assistant City Solicitor


Department of Finance, Division of Procurement

UTILITY SERVICE CO., INC.

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, Secretary of UTILITY SERVICE CO., INC., a Georgia Corporation, hereby certify that the following Resolutions excerpted from the Minutes of the Corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation, on the 5th day of May, 2014.

RESOLVED, that the CEO, President, Treasurer, and Secretary of this Corporation be and he hereby is authorized to execute and deliver on behalf of this Corporation a contract and other contract documents by and between this Corporation and the City of Wilmington, Delaware, Department of Finance, 14046WDPS "Valve Inspection, Exercising and Rehabilitation Services", for the Contract Price of not to exceed \$386,920.00; and


FURTHER RESOLVED, that the Secretary of this Corporation be and he hereby is authorized to attest to the said contract and other documents.

I further certify that the foregoing Resolutions have not been rescinded or modified and remain in full force and effect.

I further certify that the following are the names of all officers qualified to sign for the Corporation:

CEO:	<u>Dominique Demessence</u>
President:	<u>John Flaughner</u>
Treasurer:	<u>Fernando Almirall</u>
Secretary:	<u>J. Shane Albritton</u>

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 5th day of May, 2014.


Secretary

In witness whereof the party of the first part has, by recommendation of the **Public Works Department**, caused the hand of the authorized representative of the City of Wilmington, to be hereunto affixed; and the party of the second part has caused the hand of its President, (or his authorized representative) and its corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:

THE CITY OF WILMINGTON

Witness

By:

ATTEST:

UTILITY SERVICE CO., INC.

Witness

By:

CEO

(Seal)

ATTEST:

Secretary

Approved as to Form on this 4th

Day of September, 2014

Mano, Philip
First Assistant City Solicitor

AMENDMENT #1: DEFERRING START DATE OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF WILMINGTON AND UTILITY SERVICE COMPANY, INC.,
CONTRACT 14046WDPS DATED AUGUST 12, 2014

THIS AMENDMENT entered into this 2nd day of MARCH, 2015, by and between the CITY OF WILMINGTON, a municipal corporation of the State of Delaware ("the City"), and UTILITY SERVICE COMPANY, INC. ("USC").

WHEREAS, the City and USC wish to amend the Professional Services Agreement, also known as Contract 14046WDPS, dated August 12, 2014 ("the Agreement"); and

WHEREAS, work and billing pursuant to the Agreement will not begin until March 2015 and therefore the parties desire to extend the Agreement to March 12, 2016 to provide for completion of the scope of the Agreement and expenditure of related funds; and

NOW, THEREFORE, WITNESSETH that the City and USC, in consideration of the mutual promises made below, agree as follows:

1. Article 2 of the Agreement shall be and is hereby modified to provide for a start date of March 12, 2015 that will constitute the start of the one (1) year term of the agreement.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the hands and seals of their authorized representatives to be hereunto affixed.

Dated the day and year first written above in the City of Wilmington, Delaware.

THE CITY OF WILMINGTON

WITNESS: [Signature]

By: Sean Duffy, Water Division Director

3/2/15
Date

UTILITY SERVICE COMPANY, INC.

WITNESS: [Signature]

By: [Signature]

CEO
Title:

3/2/15
Date

Approved as to form:

[Signature]
First Assistant City Solicitor 3/2/15

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

JOHN W. BOYD, JR., FELLOW OF THE NATIONAL RESEARCH COUNCIL ON
SCIENCE AND ENGINEERING, AND OF THE NATIONAL ACADEMY OF SCIENCES

PROFESSOR OF CHEMISTRY, UNIVERSITY OF CHICAGO, 5734 S. UNIVERSITY AVENUE,
CHICAGO, ILLINOIS 60637

RESEARCH INTERESTS: POLYMERIZATION OF VINYL MONOMERS, POLYMERIZATION OF
DIENE MONOMERS, POLYMERIZATION OF ALKYL MONOMERS

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