



OFFICE OF THE CITY CLERK  
Jefferson Station  
1526 E. Forrest Ave. 400  
East Point, GA 30344  
404-270-7001

## Contract Tracking Sheet

**ONLY ONE (1) ORIGINAL CONTRACT WILL BE PREPARED FOR ROUTING.** Acquiring signatures for STEPS 1 through 7 are the responsibility of the Requesting Department. The City Clerk's Office will convey the Contract and associated documents to The Mayor's Office for signature (STEPS 8 and 9), and will prepare and distribute the required photocopies of the executed documents (STEP 10). The City Clerk's Office shall provide four (4) photocopies of the executed original, and distribute as follows: three (3) photocopies to the Requesting Department to be distributed by the Requesting Department to the Department files / the Selected Provider / the Contract Administrator or Field Office, and one (1) photocopy to the C&P Division for the Contract Files. **NOTE: CONTRACT AWARDS OVER \$25,000 REQUIRE CITY COUNCIL APPROVAL. NO EXCEPTIONS.**

**STEP #1** Requesting Department: Water and Sewer

Contract Number Assigned (if any): 2016-1585 - Pure Tech

Solicitation/Agreement/Contract Title: Water Valve Exercise Program

Requesting Dept Signature: [Signature] Date: 8-22-16  
(Signature of Director or Similarly Authorized Party)

Is funding for procurement available? ☒ Yes ☐ No Acct. No. Assigned: 505-4430-541-16-00 ✓ 178

Is award over \$25,000? ☒ Yes ☐ No If yes, when was award approved by City Council? Date: 8/15/16 ✓ 1815, act

**STEP #2** City Attorney's review: [Signature]  
(Signature of City Attorney or Similarly Authorized Party)

Contract approved to move forward: ☐ Yes ☐ No Date: 9/6/16

**STEP #3** Is the procurement/contract documentation in compliance with the City's Municipal Code guidelines? ☒ Yes ☐ No

Contract Specialist's Signature: [Signature] Date: 9-7-2016

**STEP #4** Has this procurement been budgeted in this Fiscal Year and are those funds still available for use? ☒ Yes ☐ No

Budget Manager's Signature: [Signature] Date: 9/7/2016

Finance Director's Signature: [Signature] Date: 9/7/16

**STEP #5** City Manager's review: [Signature]  
(Signature of City Manager or Similarly Authorized Party)

Contract approved to move forward: ☒ Yes ☐ No Date: 9/7/16

**STEP #6** Has Vendor/Provider/Contractor signed the Contract? ☐ Yes ☒ No Date Signed: \_\_\_\_\_

**STEP #7** Received in City Clerk's Office: [Signature] Date: 12/8/16  
(Signature of Receiving Party in City Clerk's Office)

**STEP #8** Received in Mayor's Office: [Signature] Date: 12/12/16  
(Signature of Receiving Party in Mayor's Office)

**STEP #9** Date received in City Clerk's Office for filing: [Signature] Date: 12/13/16

**STEP #10** Photocopies Provided to Requesting Dept.: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Receiving Party in Requesting Department)

Photocopies distributed by: \_\_\_\_\_ on date: \_\_\_\_\_

Photocopies of the executed contract must be provided to the following by the Requesting Department: C&P Division / Department Files / Vendor / Department Contract Administrator or Department Field Office.



**City of East Point  
Georgia**

**Action Item  
2771**



**To Approve the Contract to the Lowest Bidder Pure Technologies D/B/A Wachs Water Services in the Amount of \$150,000.00 for the Water Valve Condition Assessments and Evaluations and Minor Repairs for the City of East Point**

**Information**

**Department:** Water and Sewer  
**Category:** Action  
**Sponsors:**

**Attachments**

Printout  
Water Valve Minor Repairs

**Body**

☒ RECOMMENDATION    ☐ POLICY/DISCUSSION    ☐ STATUS REPORT  
☐ ORDINANCE    ☐ RESOLUTION    ☐ OTHER

Date Submitted: 7/19/16

Work Session: 08/8/16

Meeting: 08/15/16

**RECOMMENDED ACTION:**

**BUDGET IMPACT:** Two (2) contract; with Optional (2)-2-year renewable extensions as needed  
**ANNUAL:** \$ 150K/year  
**CAPITAL:** \$ 150,000.00- FY 2017-2018

**FUNDING SOURCE:** Capital Improvement Account (505-4430-541-16-00) \$150,000.00

**COUNCIL ACTION REQUESTED ON:**

**PURPOSE:** This program is needed to maintain proper water circulation, high water quality and sufficient water pressure to all fire hydrants for fire protection throughout the water distribution system. The program will also provide new software and GIS server to store data. The contractor will repair and/or insert new valves, if broken and in case of emergencies.

**HISTORY:** In the past, it has been proven that the locating of buried water valves and keeping them operable has improved the water pressure in our high risk fire protection areas documented by the Fire Department. This vital program has not been done throughout the City for many years due to the lack of manpower to dedicate to a daily/monthly/ annual schedule and the inability to store the data in a proper GIS mapping database.

**FACTS AND ISSUES:** The implementation of this program will not only improve our ISO rating but also the following:

1. The ability to immediately isolate main breaks (resulting in lower water losses and the least possible disruption of service to customers).
2. Less employee overtime in dealing with emergency repairs.
3. Accurate records of detailed valve information.

## Professional Services Agreement

This Professional Services Agreement (this "**Agreement**"), dated as of December 13, 2016 (the "**Effective Date**"), is by and between PURE TECHNOLOGIES U.S. INC., D/B/A WACHS WATER SERVICES, a Delaware corporation, with offices located at 8920 State Route 108, Suite D, Columbia, MD (the "**Service Provider**") and the CITY OF EAST POINT, with offices located at 2777 East Point Street, East Point, GA (the "**Customer**").

WHEREAS, Customer desires to retain Service Provider to provide certain services described more specifically in the Service Provider Proposal attached hereto as Exhibit A (the "**Services**") under and pursuant to the terms and conditions set forth herein, and Service Provider is willing to perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. Definitions.

"**Action**" has the meaning set forth in Section 10.1.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Authorized Service Recipients**" means the Affiliates of Customer as may be notified by Customer to Service Provider from time to time/Persons identified as such in a Statement of Work.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in Section 5.2.

"**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"**Customer**" has the meaning set forth in the preamble.

**"Customer Equipment"** means any equipment, systems, cabling or facilities provided by Customer and used directly or indirectly in the provision of the Services.

**"Customer Materials"** any documents, data, know-how, methodologies, software and other materials provided to Service Provider by Customer, including computer programs, reports and specifications.

**"Deliverables"** means all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services.

**"Disclosing Party"** means a party that discloses Confidential Information under this Agreement.

**"Force Majeure Event"** has the meaning set forth in Section 13.1.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

**"Losses"** mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

**"Project"** means the project as described in a Statement of Work.

**"Project Milestone"** means an event or task described in a Statement of Work which shall be completed by the relevant date set forth in the Statement of Work.

**"Receiving Party"** means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

**"Service Provider"** has the meaning set forth in the preamble.

**"Service Provider Personnel"** means all employees and subcontractors, if any, engaged by Service Provider to perform the Services.

**"Service Provider Proposal"** means Service Provider's response, attached as Exhibit A, describing how Service Provider proposes to carry out the Services/a Project.

**"Statement of Work"** means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit B.

"**Term**" has the meaning set forth in Section 6.

2. Services.

2.1 Service Provider shall provide the Services to Customer and the Authorized Service Recipients as described in more detail in each Statement of Work in accordance with the terms and conditions of this Agreement.

2.2 The Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work;
- (c) the fees to be paid to Service Provider under the Statement of Work;
- (d) payment schedules;
- (e) any criteria for completion of the Services/Project; and
- (f) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

3. Service Provider's Obligations.

3.1 The Service Provider shall:

- (a) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (b) comply with, and ensure that all Service Provider Personnel comply with, all rules, regulations and policies of Customer that are communicated to Service Provider in writing, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures; and
- (c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services.

4. Customer's Obligations.

4.1 Customer shall:

- (a) cooperate with Service Provider in all matters relating to the Services;

(b) provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such Customer Materials/information as Service Provider may request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services the use of Customer Materials and the use of the Customer Equipment to the extent that such licenses, consents and Law relate to Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

## 5. Change Orders.

5.1 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Service Provider shall, within a reasonable time after such request (and, if such request is initiated by Customer, not more than five business days after receipt of Customer's written request), provide a written estimate to Customer of:

(a) the likely time required to implement the change;

(b) any necessary variations to the fees and other charges for the Services arising from the change;

(c) the likely effect of the change on the Services; and

(d) any other impact the change might have on the performance of this Agreement.

5.2 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

## 6. Term.

The initial term of this Agreement shall commence as of the Effective Date and shall continue through the remainder of the Customer's Fiscal Year 2016, all of Fiscal Year 2017, and all of Fiscal Year 2018. The Customer's Fiscal Years are defined as follows: **Remainder of Fiscal Year 2016** – Fiscal Year 2016 commenced at 12:01 A.M. on Wednesday, July 1, 2015 and will terminate at 12:00 A.M. midnight on Thursday, June 30, 2016. **Fiscal Year 2017** – Shall commence as 12:01 A.M. on Friday, July 1, 2016 and will

terminate at 12:00 A.M. midnight on Friday, June 30, 2017. **Fiscal Year 2018** – shall commence at 12:01 A.M. on Saturday, July 1 2017 and will terminate at 12 A.M. midnight on Saturday, June 30, 2018.

In addition, there shall be two (2) optional Agreement Terms each consisting of two (2) Fiscal Years that may be exercised upon the agreement of all concerned parties. The two (2) optional Fiscal Year Agreement Terms shall be for Fiscal Years 2019 / 2020 and Fiscal Years 2021 / 2022, and shall commence and terminate on the same dates as the Customer's Fiscal Years, July 1<sup>st</sup> and June 30<sup>th</sup>, respectively, unless sooner terminated pursuant to Section 11. Each of the two (2) optional Agreement Terms will be separately executed through the issuance of a written notification from the customer. Such notification must be issued by the Customer to the Service Provider **no less than ninety (90) days prior to the anticipated termination date of the current Agreement Term**. If such notification is not provided to the Service Provider, the current Agreement Term shall be allowed to expire and services under the Agreement shall be terminated, with no payments being due and payable from the City for services rendered after the Agreement termination date. **This Agreement shall NOT be automatically renewable.**

In the event the proper appropriations of funds for continuation of the Agreement are not available in any Fiscal Year after the first (1st) Fiscal Year, the Agreement shall be terminated. In such instance, the Customer shall, within thirty (30) calendar days following the beginning of the Fiscal Year for which proper appropriations are not available, provide the Service Provider with a written notification that funding for the continuation of the Agreement has not been appropriated by the Customer.

## 7. Fees and Expenses; Payment Terms.

7.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Statement of Work. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this Section 7 shall constitute payment in full for the performance of the Services, and, Customer shall not be responsible for paying any other fees, costs or expenses.

7.2 Where the Services are provided on a time and materials basis:

(a) the fees payable for the Services shall be calculated in accordance with Service Provider's fee rates for the Service Provider Personnel set forth in the Statement of Work; and

(b) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a detailed breakdown of any expenses for such month incurred in accordance with Section 7.4.

7.3 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the Statement of Work. The total price shall be paid to Service Provider, as set out in the Statement of Work. Service Provider shall issue invoices to

Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with Section 7.4.

7.4 Customer agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services; Service provider shall not incur any expenses without prior approval of Customer.

7.5 Service Provider shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Service Provider within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

7.6 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; *provided, that*, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

## 8. Confidential Information.

8.1 The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

(c) to notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.



If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2 Service Provider represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification.

10.1 Service Provider shall defend, indemnify and hold harmless Customer and Customer's Affiliates and its/their officers, directors, employees, agents, successors and permitted assigns (each, a "**Customer Indemnitee**") from and against all Losses arising out

of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or negligent acts or omissions of Service Provider or Service Provider Personnel; or

(b) Service Provider's material breach of any representation, warranty or obligation of Service Provider set forth in this Agreement/in Section 9.1 or Section 9.2 of this Agreement.

10.2 To the extent allowed by law, Customer shall defend, indemnify and hold harmless Service Provider and Service Provider's Affiliates and its/their officers, directors, employees, agents, successors and permitted assigns from and against all Losses arising out of or resulting from any third party Action arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Customer; and

(b) Customer's material breach of any representation, warranty or obligation of Customer in this Agreement/representation or warranty set forth in Section 9.1 of this Agreement.

10.3 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense.

10.4 EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.5 EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER.

## 11. Termination; Effect of Termination.

11.1 Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.2 Upon expiration or termination of this Agreement for any reason:

(a) Service Provider shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid and all Customer Materials, and (ii) promptly remove any Service Provider Equipment located at Customer's premises.

(b) Customer shall pay Service Provider for all completed work described in each Statement of Work.

(c) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause; *provided, however*, that Customer may retain copies of any Confidential Information of Service Provider incorporated in the Deliverables or to the extent necessary to allow it to make full use of the Services and any Deliverables.

11.3 The rights and obligations of the parties set forth in this Section 11.3 and Section 0, Section **Error! Reference source not found.**, Section 8, Section 9, Section **Error! Reference source not found.**, Section 11.2, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## 12. INSURANCE.

12.1 At all times during the Term of this Agreement, Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$1,000,000, combined single limit; and

(d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

12.2 All insurance policies required pursuant to this Section 12 shall:

(a) be issued by insurance companies;

(b) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Customer shall be excess and non-contributory; and

(c) name Customer and Customer's Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

12.3 Upon the written request of Customer, Service Provider shall provide Customer with copies of the certificates of insurance. This Section 12 shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

### 13. Force Majeure.

13.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

(a) acts of God;

(b) flood, fire or explosion;

(c) war, invasion, riot or other civil unrest;

(d) actions, embargoes or blockades in effect on or after the date of this Agreement;

(e) national or regional emergency;

(f) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not

limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;

(g) shortage of adequate power or telecommunications or transportation facilities; or

(h) any other event which is beyond the reasonable control of such party

(each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14. Cooperative Procurement. Service Provider agrees to provide products and/or services to any municipality, county, state, governmental public utility, nonprofit hospital, educational institution, special government agency, and nonprofit corporation performing governmental functions that participate in or is represented by the Georgia Municipal Association ("GMA"). Sales will be made in accordance with the prices, terms and conditions set forth herein. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by GMA to utilize the agreement or contract. All sales to other jurisdictions will be made on purchase orders or the mechanism for purchase used by the jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return

receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section.

If to Service Provider:

PURE TECHNOLOGIES U.S. INC., d/b/a  
WACHS WATER SERVICES

Attention: Robert W. Barlett, Esq.

Email: robert.barlett@puretechltd.com

If to Customer:

The CITY OF EAST POINT

Attention: Steven Jackson

Email: sjackson@eastpointcity.org

15.5 For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules, Exhibits and Statements of Work attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

15.6 This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the Statement of Work; and (c) third, the Service Provider Proposal.

15.7 Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party

of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.8 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

15.9 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

15.10 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.11 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.12 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

15.13 Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

15.14 Each party acknowledges that a breach by a party of Section 8 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition

to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

15.15 In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable/actual attorneys' fees and court costs from the non-prevailing party.

15.16 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURE TECHNOLOGIES U.S. INC., d/b/a  
WACHS WATER SERVICES

By CC Wilson

Name: CC WILSON

Title: PRESIDENT

THE CITY OF EAST POINT

By Jannu-ll Peters

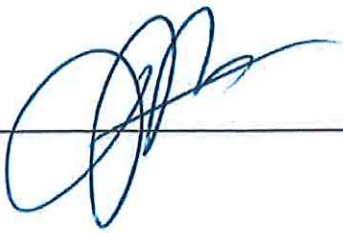
Name: Jannu-ll Peters

Title: Mayor

**BID NO. 2016-1585  
CONTRACT FOR CONSTRUCTION  
AND INCORPORATED GENERAL CONDITIONS**

**CITY OF EAST POINT,  
GEORGIA**

By: \_\_\_\_\_  
(Signature)



**Jannquell Peters, Mayor**  
City of East Point  
2777 East Point Street  
East Point, Georgia 30344

**[CONTRACTOR]**

*Pure Technologies US Inc  
DBA Wachs Water Services*

\_\_\_\_\_  
(Typed Provider's Name)

By: \_\_\_\_\_  
(Signature)



*CC WILSON PRESIDENT*  
\_\_\_\_\_  
(Printed Name / Title)

*8920 St Route 108*  
\_\_\_\_\_  
(Street Address)

*Columbia, MD 21045*  
\_\_\_\_\_  
(City / State / Zip Code)


*December 13 2016*  
\_\_\_\_\_  
(Date of Execution)

*December 12, 2016*  
\_\_\_\_\_  
(Date of Execution)

**(SEAL)**



Attest:

By:   
S. Diane White, City Clerk

Date: *Dec 12, 2016*

**(SEAL)**

Approved as to Form:

By:   
Brad Bowman, Acting City Attorney

Date: *12/9/16*

**EXHIBIT A**  
**Service Provider Proposal**

**RFP NO. 2016-1585**  
**CONTRACT FOR A WATER VALVE CONDITION ASSESSMENT AND EVALUATION AND**  
**MINOR REPAIR PROGRAM FOR THE CITY OF EAST POINT, GEORGIA**  
**PART V – REVISED PRICE SCHEDULE SHEETS**

<b>VALVE EVALUATION, LOCATION, EXERCISE, MINOR MAINTENANCE</b>			
1	Valve maintenance, <b>including sub-meter GPS location</b>	\$ 43.00	Per each
2	Valve maintenance, <b>including sub-foot GPS location</b>	\$ 45.00	Per each
3	Valve maintenance, <b>without GPS location</b>	\$ 42.00	Per each
4	<b>"Not Found" Valve</b> – Reference Scope of Work / Services	\$ 42.00	Per each
5	Raise valve box to grade <b>&lt;12" depth excluding</b> concrete areas and vehicular arteries	\$125.00	Per each
6	Raise valve box to grade <b>&lt;12" depth</b> in concrete areas and vehicular arteries	\$200.00	Per each
7	Raise valve box to grade or replace valve box <b>&gt;12" depth but &lt;48" depth excluding</b> concrete areas and vehicular arteries	\$250.00	Per each
8	Raise valve box to grade or replace valve box <b>&gt;12" depth but &lt;48" depth</b> in concrete areas and vehicular arteries	\$560.00	Per each
<b>VALVE REPLACEMENT SERVICES</b> (This work requires written approval from City prior to performing.)			
9	Replace existing <b>2" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$1,450.00	Per each
10	Replace existing <b>4" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$2,125.00	Per each
11	Replace existing <b>6" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$2,400.00	Per each
12	Replace existing <b>8" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$2,875.00	Per each
13	Replace existing <b>10" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$4,025.00	Per each
14	Replace existing <b>12" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$5,040.00	Per each

**RFP NO. 2016-1585**  
**CONTRACT FOR A WATER VALVE CONDITION ASSESSMENT AND EVALUATION AND**  
**MINOR REPAIR PROGRAM FOR THE CITY OF EAST POINT, GEORGIA**  
**PART V – REVISED PRICE SCHEDULE SHEETS**

15	Replace existing <b>14" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$8,684.00	Per each
16	Replace existing <b>16" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$9,950.00	Per each
17	Replace existing <b>20" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$18,100.00	Per each
18	Replace existing <b>24" valve</b> with resilient wedge gate valve on dry pipe – for pricing assume 48" bury, including excavation, materials, backfill and compaction	\$29,000.00	Per each
<b>VALVE INSERTION</b> <b>(This work requires written approval from City prior to performing.)</b>			
<b>NOTE:</b> The following ten (10) line items involve insertion of valves. Approved insertion valves must match the number of turns of a standard AWWA gate valve, meet AWWA C-509 material standards, include ductile iron valve body, and have a minimum 250 psi rating. Approved insertion valves include the E-Z Valve as manufactured by Advance Valve Technologies, or a City-approved equal.			
19.	Installation of <b>4" insertion valve</b> services <b>ONLY</b> – furnish and install – for pricing assume East Point Water and Sewer Department will excavate accordingly	\$6,500.00	Per each
20.	Installation of <b>4" insertion valve</b> – for pricing assume <48" bury, includes excavation, materials, backfill and compaction	\$7,000.00	Per each
21.	Installation of <b>6" insertion valve</b> services <b>ONLY</b> – furnish and install – for pricing assume East Point Water and Sewer Department will excavate accordingly	\$7,500.00	Per each
22.	Installation of <b>6" insertion valve</b> – for pricing assume <48" bury, includes excavation, materials, backfill and compaction	\$7,900.00	Per each
23.	Installation of <b>8" insertion valve</b> services <b>ONLY</b> – furnish and install – for pricing assume East Point Water and Sewer Department will excavate accordingly	\$8,200.00	Per each
24.	Installation of <b>8" insertion valve</b> – for pricing assume <48" bury, includes excavation, materials, backfill and compaction	\$8,600.00	Per each

**RFP NO. 2016-1585**  
**CONTRACT FOR A WATER VALVE CONDITION ASSESSMENT AND EVALUATION AND**  
**MINOR REPAIR PROGRAM FOR THE CITY OF EAST POINT, GEORGIA**  
**PART V – REVISED PRICE SCHEDULE SHEETS**

25.	Installation of <b>10" insertion valve</b> services <b>ONLY</b> – furnish and install – for pricing assume East Point Water and Sewer Department will excavate accordingly	\$11,700.00	Per each
26.	Installation of <b>10" insertion valve</b> – for pricing assume <48" bury, includes excavation, materials, backfill and compaction	\$12,100.00	Per each
27.	Installation of <b>12" insertion valve</b> services <b>ONLY</b> – furnish and install – for pricing assume East Point Water and Sewer Department will excavate accordingly	\$13,800.00	Per each
28.	Installation of <b>12" insertion valve</b> – for pricing assume <48" bury, includes excavation, materials, backfill and compaction	\$14,200.00	Per each
<b>ANCILLARY SERVICES</b>			
<b>(This work requires written approval from City prior to performing.)</b>			
Add price of each of the following to any of the previous valve scenario pricing, if applicable			
Use of Ductile Iron Pipe in Lieu of PVC Pipe			
29	<b>6"</b> - Required use of <b>Ductile Iron pipe</b> in lieu of C-900 PVC pipe – pricing to include additional labor, materials, excavation, backfill and compaction	\$95.00	Per LF
30	<b>8"</b> - Required use of <b>Ductile Iron pipe</b> in lieu of C-900 PVC pipe – pricing to include additional labor, materials, excavation, backfill and compaction	\$100.00	Per LF
31	<b>10"</b> - Required use of <b>Ductile Iron pipe</b> in lieu of C-900 PVC pipe – pricing to include additional labor, materials, excavation, backfill and compaction	\$125.00	Per LF
32	<b>12"</b> - Required use of <b>Ductile Iron pipe</b> in lieu of C-900 PVC pipe – pricing to include additional labor, materials, excavation, backfill and compaction	\$140.00	Per LF
33	<b>14"</b> - Required use of <b>Ductile Iron pipe</b> in lieu of C-900 PVC pipe – pricing to include additional labor, materials, excavation, backfill and compaction	\$150.00	Per LF
34	<b>16"</b> - Required use of <b>Ductile Iron pipe</b> in lieu of C-900 PVC pipe – pricing to include additional labor, materials, excavation, backfill and compaction	\$160.00	Per LF
35	<b>20"</b> - Required use of <b>Ductile Iron pipe</b> in lieu of C-900 PVC pipe – pricing to include additional labor, materials, excavation, backfill and compaction	\$185.00	Per LF

**RFP NO. 2016-1585**  
**CONTRACT FOR A WATER VALVE CONDITION ASSESSMENT AND EVALUATION AND**  
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36	<b>24"</b> - Required use of <b>Ductile Iron pipe</b> in lieu of C-900 PVC pipe – pricing to include additional labor, materials, excavation, backfill and compaction	\$450.00	Per LF
<p style="text-align: center;"><b>Line Stop Services</b>  Pricing must include materials, excavation of &lt;48" bury to bottom of pipe, backfill and compaction</p>			
37	<b>4"</b> line stop with <b>epoxy fitting</b>	\$5,500.00	Per each
38	<b>4"</b> line stop with <b>SS fitting</b>	\$5,400.00	Per each
39	<b>6"</b> line stop with <b>epoxy fitting</b>	\$5,700.00	Per each
40	<b>6"</b> line stop with <b>SS fitting</b>	\$5,600.00	Per each
41	<b>8"</b> line stop with <b>epoxy fitting</b>	\$7,000.00	Per each
42	<b>8"</b> line stop with <b>SS fitting</b>	\$6,900.00	Per each
43	<b>10"</b> line stop with <b>epoxy fitting</b>	\$9,800.00	Per each
44	<b>10"</b> line stop with <b>SS fitting</b>	\$9,700.00	Per each
45	<b>12"</b> line stop with <b>epoxy fitting</b>	\$10,100.00	Per each
46	<b>12"</b> line stop with <b>SS fitting</b>	\$10,000.00	Per each
47	<b>14"</b> line stop with <b>epoxy fitting</b>	\$16,300.00	Per each
48	<b>14"</b> line stop with <b>SS fitting</b>	\$16,200.00	Per each
49	<b>16"</b> line stop with <b>epoxy fitting</b>	\$18,000.00	Per each
50	<b>16"</b> line stop with <b>SS fitting</b>	\$17,900.00	Per each
51	<b>20"</b> line stop with <b>epoxy fitting</b>	\$21,000.00	Per each
52	<b>20"</b> line stop with <b>SS fitting</b>	\$20,500.00	Per each
53	<b>24"</b> line stop with <b>epoxy fitting</b>	\$26,000.00	Per each
54	<b>24"</b> line stop with <b>SS fitting</b>	\$25,900.00	Per each
<p style="text-align: center;"><b>Dissimilar O.D. pipe connection for PVC, DIP, CI and AC pipes ONLY</b></p>			
55	<b>6"</b> pipe	\$950.00	Per each
56	<b>8"</b> pipe	\$1,200.00	Per each
57	<b>10"</b> pipe	\$1,400.00	Per each
58	<b>12"</b> pipe	\$1,600.00	Per each
59	<b>14"</b> pipe	\$1,800.00	Per each
60	<b>16"</b> pipe	\$1,950.00	Per each
61	<b>18"</b> pipe	\$2,100.00	Per each
62	<b>20"</b> pipe	\$2,400.00	Per each
63	<b>24"</b> pipe	\$2,800.00	Per each
<p style="text-align: center;"><b>By-pass piping in conjunction with double line stop, single line stop or by-pass wet tap</b></p>			
64	<b>4"</b> <b>by-pass</b> piping	\$25.00	Per LF
65	<b>6"</b> <b>by-pass</b> piping	\$38.00	Per LF

**RFP NO. 2016-1585**  
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**MINOR REPAIR PROGRAM FOR THE CITY OF EAST POINT, GEORGIA**  
**PART V – REVISED PRICE SCHEDULE SHEETS**

Miscellaneous Services		
66	Additional excavation, backfill and compaction on any line <b>&gt;48"</b> to bottom of pipe or for <b>exploratory excavation</b> and / or <b>other extenuating circumstances AFTER</b> pre-approval from the City of East Point Water and Sewer Department	\$48.00 Per cubic yard
67	<b>Leak sounding</b> at each valve	\$ 3.00 Per each
<b>Services Not Listed On Price Schedule, But Felt Necessary by Provider</b> <b>(This work requires written approval from City prior to performing.)</b>		
68	Any additional field services, 2 person crew, and vehicle	\$275.00 per hour
69	Any additional GIS Analyst services	\$ 90.00 per hour
70		

Company Name: Pure Technologies U.S. Inc/dba Wachs Water Services.

Address: 801 Asbury Drive

Address: \_\_\_\_\_

City / Federal / Zip: Buffalo Grove, IL 60089

Federal ID Number: 86-0853190

Telephone Number: (224) 357-2600

Fax Number: (908) 526-9900

Web Address, if any: www.wachsws.com

Prepared by: Cliff Wilson

Title: President, Wachs Water Services

Email Address: cwilson@wachsws.com

Cell Phone Number: (847) 624-0719

Signature: 

Date: May 9, 2016





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Conditions of Engagement (Legal Agreement)

The following are reasonable contract conditions we are providing for the City of East Point to review and consider.

The Proposal is issued upon and is subject to these Conditions of Engagement, which will be sought in the Contract to be executed between the Client and Wachs Water. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be the substantive basis for the Contract between the Client and Wachs.

#### 1. DEFINITIONS

In these Conditions of Engagement the following definitions apply:

Client	means any person or persons, firm or company engaging Wachs to provide the Services.
Contract	means the professional services agreement to be executed between Wachs as a result of the Proposal.
Proposal	means Wachs Water's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
Services	means those services of whatever nature to be supplied by Wachs under the Contract.
Site	means the facility, land, installation or premises to which Wachs is granted access for the purposes of the Contract and may include any combination of the foregoing.
Wachs Water	means Wachs Valve and Hydrant Services, LLC, or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.

#### 2. WACHS' OBLIGATIONS

- 2.1 Wachs will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
- 2.2 Wachs Water will ensure that the equipment used in performing the Services is in a good and functional state.

#### 3. CLIENT'S OBLIGATIONS

- 3.1 The Client will provide to Wachs Water full, good faith co-operation to assist Wachs Water in providing the Services. Unless otherwise specified in the Proposal and



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

without limiting the generality of the foregoing, the Client will at its own expense:

- (i) ensure, if required, access to private land will be given to Wachs and that any official permits or permissions required for Wachs to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;
- (ii) inform Wachs Water in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;
- (iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

- 3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Wachs, and assumptions that Wachs shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Wachs Water are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Wachs Water will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

#### 4. PROPRIETARY AND CONFIDENTIAL INFORMATION

- 4.1 All reports generated in the performance of the Services and delivered by Wachs Water to the Client will become the property of the Client.

- 4.2 Wachs Water's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Wachs Water. The Client will not acquire any proprietary rights in Wachs Water's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Wachs Technology"). Any modifications or improvements to the Wachs Technology made during the performance of the Services will be the sole and exclusive property of Wachs Water.



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

- 4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 4.3 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

### 5. LIABILITY AND WARRANTIES

- 5.1 Wachs Water will indemnify the Client against any expense, demand, liability, loss, claim or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Wachs Water, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Wachs Water.
- 5.2 Wachs Water will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.
- 5.3 Wachs Water cumulative liability under the Contract, whether in contract, tort (including negligence), or otherwise, will in no event exceed the aggregate consideration paid by the Client to Wachs Water for the portion of the Services that gave rise to the liability, provided, however, that this clause 5.3 shall not limit Wachs Water's indemnification obligations under these Conditions of Engagement.
- 5.4 The report(s) and any other recommendations or advice made by Wachs Water relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Wachs Water will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Wachs Water in relation to the pipeline or Services.

Wachs Water's warranties for the Services will be set out in the Contract. Wachs Water disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality,

City of East Point  
Dena Y. Ray, Contract Specialist  
1526 East Forrest Avenue, Suite 400  
East Point, GA 30344

May 10, 2016

**RE: RFP No. 2016-1585 – Contract for a Water Valve Condition Assessment and Evaluation, and Minor Repair Program for the City of East Point, Georgia**

Ms. Ray:

Wachs Water Services is pleased to submit our proposal to the City of East Point for Water Valve Condition Assessment and Evaluation, and Minor Repair Program for the East Point Water Distribution System. We recognize the importance of this Program and the thoroughness and accuracy required for data collection and analysis. Our company, project and staff experience, our experience working on water distribution systems in the East Point area and across the country, along with more than a decade of performing similar services successfully in more than 200 utilities, uniquely qualifies Wachs Water Services as the most experienced and the right choice to deliver these important services to the City of East Point.

In the following proposal we are describing our approach to deliver on this important work, how we provide and will deliver professional organization and project management, “built for success” staffing plan, industry leading and exceptional experience and credentials that includes utilities such as Baltimore, MD, Gwinnett County, GA, Atlanta, GA and Augusta, GA. In an effort to provide our customers with value added service, Wachs Water Services will publish project information to City of East Point management and project personnel as it’s captured in real-time. This online dashboard will be made available through a password protected GIS web mapping application (ProjectTracker™) and keep the City of East Point continuously informed on the project status, activities and milestones. The contents of the package and all stated pricing will remain valid during the full initial term of the contract.

Wachs Water Services stands ready to perform valve assessment services and we trust that you will find our company to be the most advantageous to the City of East Point. We are confident that we will deliver results, data, information and the successful completion of these important services. We want to thank you for the opportunity to submit our proposal on this very important project, and we look forward to a favorable decision on behalf of Wachs Water Services.

Very truly yours,

Cliff Wilson  
President of Wachs Water Services  
Mobile: (630)624-0719  
[cwilson@wachsws.com](mailto:cwilson@wachsws.com)

## **Table of Contents**

Introduction/Executive Summary .....	2
Credentials .....	3
Methodology / Technical Approach .....	4
Background, Experience and Qualifications .....	19
Project Management Plan .....	20
Disclosure Statements .....	23
Recent Experience and Credentials .....	23
References .....	25
Workload and Commitments .....	26
Organizational Chart and Description of Specific Roles .....	26
Staffing Plan and Resumes .....	28
Logistical Capabilities .....	32
Detailed Costs .....	33
Conditions of Engagement (Legal Agreement) .....	34



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Introduction/Executive Summary

Wachs Water Services (WWS) is pleased to submit this proposal to the City of East Point for a Water Valve Condition Assessment and Evaluation and Minor Repair Program. We believe that you will discover, by way of comparison, that our approach is very different, proven high value/low risk when compared with other firms. It is based on having gained more knowledge through successful experience than any other firm specializing in this type of work. WWS has verifiably performed more than 850,000 valve assessments, inspections and operations and has prepared and delivered more than 100 reports. Since our approach to carrying out this work includes recording up to 40 asset attributes, WWS has the largest known repository of valve operating characteristics in the U.S. In simple terms this means we know more about how valves should operate under a larger variety of circumstances than any other vendor who specializes in this type of work.

This program will proactively increase the efficiency and control of the water distribution system and thereby reduce the costs and consequences of system failures (breaks and leaks) in the short term as the City of East Point continues to replace its most failure-prone underground water infrastructure. This program will save both operating and capital investments for the City of East Point while increasing customer convenience and water quality.

The City of East Point expects the selected service provider to develop plan and execute a program for the City's assigned system valves. The objectives of this Program are to:

- Inventory, document, integrate and analyze the location, operational and physical information of the City's valves;
- Evaluate and improve the operability of valves in the City's water distribution system through hands-on field activities
- Collect all of the data and deliver it to the City's GIS group in a format that is compatible with the City's existing data collection systems.

The City of East Point expects the selected vendor to develop, plan and execute a program that will deliver measureable, immediate, and sustainable results. The City of East Point expects the selected firm to incorporate best management practices from previous projects in North America in order to drive up the program efficiency and drive down program costs. The program to be executed will leverage off of the processes developed by WWS during the previous valve programs which have delivered clear and measurable dollar savings and risk reduction.

The scope of this Program is designed to achieve the City of East Point objectives while minimizing the direct impact on company resources.



#### **WWS Number of Years in Business**

16, founded in 2000

#### **Number of Communities Served**

200+

#### **Legal Company Name**

Pure Technologies U.S., Inc.  
dba Wachs Water Services

#### **WWS Headquarters Address**

801 Asbury Drive  
Buffalo Grove, IL, 60089

#### **Local Georgia Office Address**

4227 Steve Reynolds Blvd., Suite 130  
Norcross, GA 30093

1-800-525-5821

#### **Proposal Contact Person**

Wayne Pratt, PMP  
No. 847-946-5907

#### **Project Manager**

Georgia Brooks, PMP  
No. 404-326-5632

#### **Business Organization**

Pure Technologies U.S. Inc. is a Delaware company and wholly-owned subsidiary of Pure Holding Inc., a Delaware company, with an address of 8920 State Route 108, Suite D, Columbia, MD 21045, who is a wholly-owned subsidiary of Pure Technologies Ltd. ("Pure"). Pure is a Canadian public company listed on the Toronto Stock Exchange (TSX:PUR), with an address of 300, 705 11<sup>th</sup> Ave SW, Calgary, Alberta, Canada, T2B 2J8. As a public company, all of Pure's financial statements and reporting documents are available online at [www.sedar.com](http://www.sedar.com) or [www.puretechltd.com](http://www.puretechltd.com).



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

At the completion of the program, WWS will provide a detailed analysis of the value of the program and make sustainable recommendations to the City of East Point.

WWS will provide information management and program management resources along with a fully equipped and staffed professional services field crew and will execute valve assessment, testing and data/information delivery of the valves assigned for this program.

### Financial Stability

From a capacity standpoint, WWS is a division of a \$100MM / yr. publically traded engineering and condition assessment technologies company Pure Technologies U.S. Inc. with approximately 500 U.S. employees and 70 field operations crews. WWS looks forward to bringing its financial and operational strength to bear in East Point.

### QA/QC Overview

WWS documents and embeds QA/QC procedures in all field process tasks and information tasks in order to achieve a ZERO TOLERANCE error rate. A more detailed description of our QA/QC procedures can be found in the Methodology Section.

### WWS is the Best Overall-Valued Respondent

By selecting Wachs Water Services, the City of East Point will benefit significantly; in particular it should be noted that:

- WWS has more experience than any other respondent
- WWS offers a lower actual cost because we have a greater documented success rate than others responding to this solicitation
- WWS has local experienced project managers and field technicians ready to work on this project
- WWS crews have experience working specifically in the City of East Point's water distribution system as well as systems in the local area

## Credentials

This following section contains the required forms, licenses and Insurance credentials:

- Non-Collusive Form/Sworn Statement
- E-Verify Affidavit
- S.A.V.E. Affidavit
- Proof of current/valid Business License
- Proof of State Issued General Contractor's License
- Proof of PMP Certification
- Proof of GISP Certification
- Sample Certificate of Insurance
- Addenda Acknowledgement Form
- Subcontractor Listing

### Business Organization (continued)

Wachs Valve and Hydrant Services, LLC was acquired by Pure on April 1, 2015 and amalgamated into Pure Technologies U.S. Inc. on January 1, 2016. The Directors and Officers for Pure Technologies U.S. Inc. are listed below by location.

#### Calgary Office

300, 705 - 11th Avenue S.W.  
Calgary, Alberta, Canada T2R 0E3

John Elliott, President/Director  
Nicole Springer, Vice President  
Geoff Krause, Treasurer  
Mark Holley, Vice President

#### Columbia Maryland Office

8920 State Route 108  
Suite D  
Columbia, MD, 21045

Mike Higgins, Vice President/Director  
Robert Bartlett, Secretary

#### Chicago Office

801 Asbury Drive  
Buffalo Grove, IL 60089

Cliff Wilson, Vice President

#### North Region Office

3040 Route 22 West, Suite 130  
Branchburg, New Jersey, 08876

Ed Padewski, Regional Vice President

#### West Region Office

600 West Broadway, Suite 500  
San Diego, CA, 92101

John Galleher, Regional Vice President

Wachs Water Services organization has been under its current management for 16 years. Due to the recent acquisition, Pure Technologies U.S. Inc., dba Wachs Water Services has been in business under this name for 4 months.

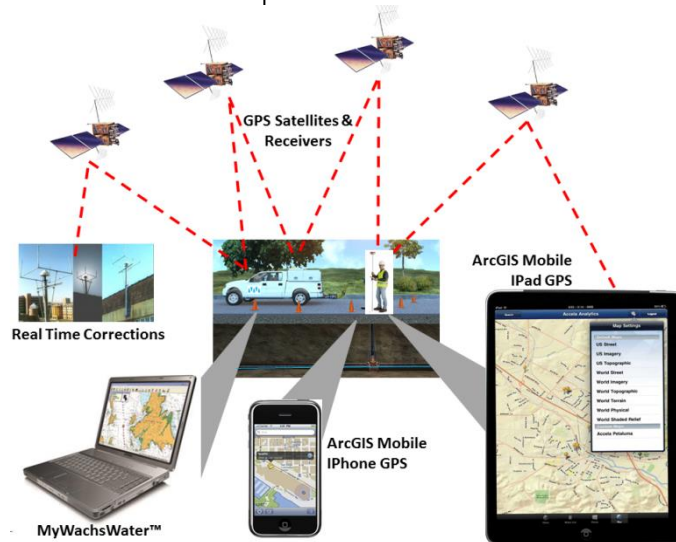




## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Methodology / Technical Approach

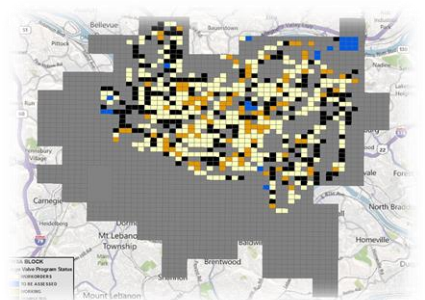
WWS has performed more valve inspections than any other contractor proposing to the City of East Point. In fact, WWS has performed more valve inspections than any company in the United States specializing in this type of work. WWS has verifiably serviced more than 850,000 valves – this is a claim which cannot be made by any other vendor responding. It is a claim which no other vendor in the United States specializing in this type of work can make; it is a unique claim which can only be made by WWS. WWS has more experience doing this type of work than any other respondent.



The success of this project rests squarely on the contractor's ability to carry-out each task: completely, on time and on budget at the desired level of quality. Experience, in simple terms, is a statement of probability; how likely it is that all of the tasks will be completed in this manner. WWS has the most experience working with all of the elements of this type of program and to that end has the highest probability of success.

Knowledge is gained through successful experience. WWS has acquired more knowledge from an operational, engineering, technology and information services perspective than any other proposing. This claim is substantiated by the fact that WWS has more verifiable successful experience. That knowledge is vital to the City of East Point for many reasons including:

- Fewer Failures During Operation – WWS has an extensive valve database with more than 850,000 records which have been scrutinized for the purpose of thoroughly understanding the relationship between initial torque, seating torque and failure during operation. The probability of failure is intrinsically linked to these values. Our team reacts, procedurally, when red flag operability characteristics are observed in the field. This lowers the probability that a valve will fail during operation. WWS has the lowest verifiable valve failure rate than any other vendor proposing– it is less than 1:5000. This unique claim -- supported by data -- is unlikely to be made by any other contractor responding.
- WWS Delivers More Data – WWS will deliver a sub foot expected GPS coordinate for each valve. This is vital to the City of East Point because it guarantees that specific observations regarding the locational, operational or mechanical







## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

characteristics of a given valve are associated with the correct record in the City of East Point's System. WWS will deliver a detailed description of torque to operate, configuration, type, use, orientation and work required to bring the valve to full operability.

- Higher Quality Deliverables – Given the higher level of specificity in data, given the geographic approach which simplifies the testing of data logic, data completeness and data reasonableness, WWS is uniquely able to deliver higher levels of quality. This higher level of quality translates into more data delivered right the first time and as such allows WWS to deliver;
- More Valves Per Day – WWS field crews will consistently complete more valve inspections per crew. This is possible because WWS develops a geographic information system container and captures GPS points, comparing field results to the City of East Point map records and taking other specific and confidentially proprietary measures in terms of tracking, mobilization, quality control and quality assurance to reduce the total number of revisits that are required and as an end result, delivers more valves accurately assessed, inspected, and operated per day per crew.

The precipitant of experience is knowledge from which is derived: more productivity, better quality, more useful deliverables and more working valves at the end of the project. As an aggregate, this means that by selecting WWS, the most competent and highly successful service provider responding to this request for quote, the City of East Point will gain more control over the flow of water in pipes. This translates into faster response times and lower costs in the future as compared to if a less experienced service provider were selected for this program.

This claim is substantiated by the American Water Works Association (AWWA) which has published numerous papers stating very clearly that the amount of time operators spend at valves correlates with the amount of damage caused by water main breaks. When more valves operate crews spend less time. When decision makers know which valves operate, which ones do not and what it would take to get inoperable valves operable, then better decisions can be made more expeditiously which reduces the amount of time operators spend at valves. To that end, there are three factor's which the City of East Point must consider bottom line issues related to the direct cost of this contract, which contractor: 1) has the highest probability of success, 2) which contractor will deliver the most usable information and 3) which contractor will deliver the most usable valves at the end of the contract. WWS delivers on all three of these objectives.

*"....we know more about how valves should operate under a larger variety of circumstances than any other vendor who specializes in this type of work."*



**ESRI**  
Technology

AUTHORIZED  
BUSINESS PARTNER

*WWS maintains written procedures for assessing and exercising any size or type of valve.*



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

***Cost Effectiveness of Contractor = (Probability of Success)+(Usable Information)+(Usable Valves)***

WWS believes it is critical to identify and prepare mitigation plans for potential risks and challenges before starting any program. Having performed work in the area of Camp Creek Parkway and Cascade and Butner Roads, we anticipate the following problems in the East Point water distribution system

1. Valves that are covered over – Our experience in the East Point System and the surrounding communities suggests that we will find a higher percentage than usual of covered over valves.
2. Unmapped valves – Many communities such as East Point operate from maps that have not been updated in a considerable amount of time. Our experience in the East Point System and the surrounding communities suggests there will be many valves found that are not currently in the East Point GIS.

Throughout our 16 year history, WWS has consistently worked in some of the largest and oldest water distribution systems in the U.S. Our Team has extensive experience working on water systems very close in age and size to East Point.

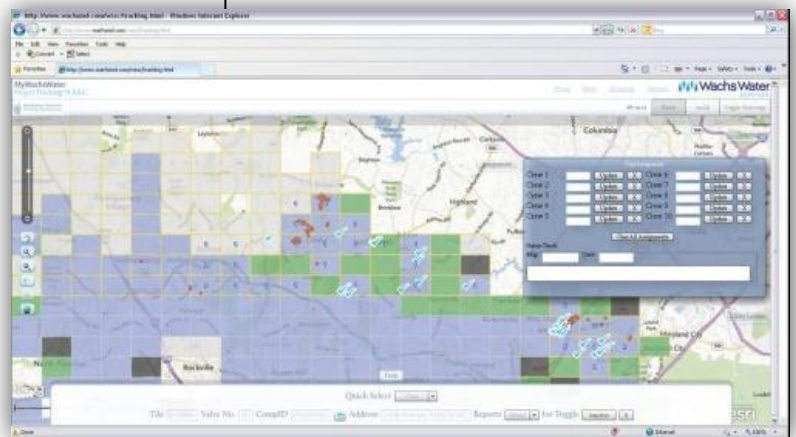
### Web Mapping Application

WWS utilizes a web mapping application and dashboard which enables the WWS crews and City of East Point personnel to quickly visualize asset locations and operability. The easy to use tool is built on established GIS standards and features include: water main isolation trace capability, work order tracking and detailed asset history. It's the ideal solution that translates into benefits such as time saved in the office and time saved in the field. ProjectTracker™ delivers a short term, visual and accessible window into the progress and delivery of the Program. It delivers short term transparency and accessibility while the City of East Point's enterprise systems are updated and enhanced for the long term.

The ProjectTracker™ application takes a GIS loaded into ESRI's local government model, updates it with the latest information from WWS field inspections, and makes new information available for all stakeholders through a shared system view. The application is loaded with many convenient tools, created according to Program requirements. Making information usable,

*“WWS is uniquely able to deliver higher levels of quality. This higher level of quality translates into more data delivered right the first time and as such allows WWS to deliver more valves per day.*

*The precipitant of experience is knowledge from which is derived: more productivity, better quality, more useful deliverables and more working valves at the end of the project.”*





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

accurate, and available is a focal point for WWS; ProjectTracker™ is a tool to make information available to those who need it.

- View live updates of crew activities
- Search and zoom to GIS assets
- View results of preset queries
- Access to all inspection database records
- Run reports
- Review isolation results for a given point
- Update database online when repairs are made
- Ability to load base maps behind GIS (Bing)

WWS has successfully created secure web based mobile map platforms for projects in Baltimore, MD, Henrico County, VA, Gwinnett County, GA, Arlington County, VA, Camden, NJ, WSSC, DC, Wilmington, DE, Kansas City, KS and Kansas City, MO.

### Operational Testing

WWS will assess, inspect and operate all valves by fully exercising while making numerous observations about the condition, operability and functionality of each asset. Observations will be meticulously documented electronically while linking them directly to earth coordinates via GPS. WWS will operate underneath the guidelines set forth in the RFP and apply our nationwide best practices to this program.

WWS has operated safely and professionally over 850,000 valves across the U.S. We have specific and detailed operating guidelines and written procedures for each and every valve type and size in the City of East Point system. We would be happy to share in private our guidelines, written procedures and limits when we have the opportunity to serve the City of East Point. A general guideline is provided below.

Wachs Water Services will exercise each valve a minimum of two full cycles. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised slowly with the minimum torque required so as to minimize the possibility of damaging the valve or creating a water hammer. Specific valve exercising guidelines are noted below;

- All 4" and smaller valves will be exercised manually (one person on a hand key).
- All cone, plug and butterfly valves will be exercised manually (one person on a hand key).
- 6" to 12" valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and an automated turn's counter.
- Larger valves or valves that are initially difficult to turn will be exercised with a hydraulic operated, microprocessor controlled,







## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

torque controlled, utilizing maximum torque capacity as required for valve exercising. If needed, we will use a valve exerciser with the capacity to download operating information, torque and turns data on the individual valve.

- WWS will immediately notify the City of any valves found closed or if any unsafe conditions are observed.
- WWS will provide detailed, specific written valve exercising criteria that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the City (with input from WWS) until the valve turns or the operation is suspended again at a higher torque.
- The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised to a  $\frac{3}{4}$  shut position in order to ensure it does not become hydraulically locked in the closed position.



### Minor Repairs

WWS will complete minor repairs that can return an asset to full operability as they are encountered throughout the program. WWS can also perform operating nut repairs utilizing a nondestructive testing method (NDT) that WWS developed and have utilized in several of our programs including, our valve programs in KCMO and KC-BPU. Our method enables us to remove and replace the operating nut without excavation and without breaking the pressure barrier.

### OUT OF POSITION VALVE PROTOCOLS

#### Boundary Valve Protocol

Boundary valve locations will be provided by the City of East Point. Boundary valves will be assessed via a careful partial exercise to check for position and to determine likelihood of operating fully when needed. Any boundary valves found incorrectly open shall be immediately reported to the City of East Point.

#### Valves Found Closed

When valves are found closed -- and WWS has documented that this occurs 4 percent to 13 percent of all valves assessed -- there is a concern that these closed valves create unintended dead ends, which may result in dirty water when the closed valve is opened. WWS will notify the City of East Point immediately when the valve is found incorrectly closed. Additionally, WWS and the City of East Point will institute a process to ensure that valves that are supposed to remain closed are kept closed.



Before and After Op  
Nut Repair



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Data Collection Methodology

All the water assets encountered in this program are to be GPS mapped at an expected accuracy of sub-meter. Attribute data will be delivered in a geodatabase feature class compatible with the City of East Point's existing data schema. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. WWS shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point features shall be collected at an epoch of 1 second with a minimum occupation of 20 seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with the City
- Satellites:  $\geq 4$
- Post Processed accuracy  $< 12''$
- Minimum number of raw positions collected: 20

In addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

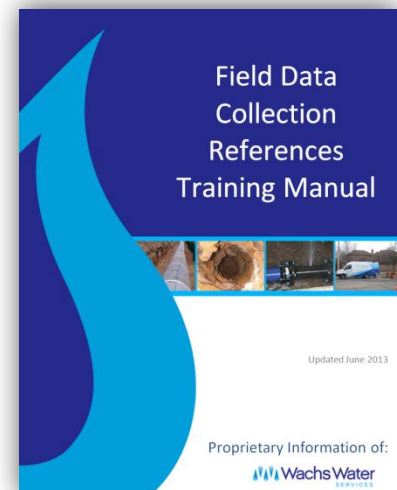
- PDOP value
- HDOP value
- Correction Status
- Date Recorded
- Time Recorded
- Total Positions
- Filtered Positions
- Horizontal Precision
- Vertical Precision
- Standard Deviation
- .cor File Name
- X-coordinate
- Y-coordinate

#### Documentation

Data will be documented at each asset and will be agreed upon in advance of work startup with the City of East Point.

#### Water Valves

- Physical data
  - Asset ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, if clean out was necessary, valve discrepancies (categories and details), box/vault discrepancies (categories and details), document leak sounds and additional physical information as necessary
- Location data





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

- GPS position and coordinate data items as noted above
- Operational data
  - Turns to fully close, torque, close direction, torque chart for larger valves or valves that are initially difficult to turn, specific operational discrepancies (categories and details), additional operational comments as necessary
- Discrepancies
  - Detail on discrepancies so that a work order (as described below) can be concisely created

At a minimum, GPS units used to collect data will be accurate to sub-meter accuracy or less when differentially corrected. A GPS receiver will be either a stand-alone unit or a GPS module plugged into a portable computer.

### GPS Post Processing

In addition to strict adherence to field methodologies, the final post-processed accuracy depends on the quality of reference stations and their distance from the area where the data is being collected. To ensure the best available stations are utilized, Trimble maintains an integrity index value for each reference station and WWS has integrated this value into our post-processing workflow. When choosing reference stations, our Data Analysts select the 3 nearest spatially-distributed stations with high integrity indices.

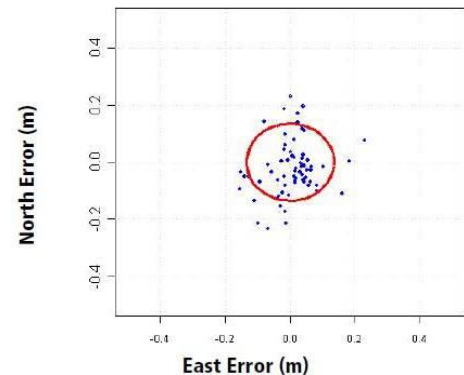
#### *Trimble Pathfinder Office*

WWS uses Trimble Pathfinder Office software to post process GPS positions, manage field data functions and export the valve data into our Microsoft Access database and Geodatabase. WWS has deep experience in the use of this software and understands its full capabilities. The Pathfinder Office software enables WWS to pre-plan field sessions for more productive field work. The data dictionary editor creates custom pick-lists, automatic repeat feature, and numeric values so collecting many features and attributes is straightforward and accurate. In the field, the data dictionary prompts the field crew to enter specific information—ensuring data integrity and compatibility with our database and the City of East Point's GIS. Key features:

- unique Base Provider Integrity Index can automatically select and download the best quality base data available for differential correction
- allows the review and editing of GPS data before transferring it to the valve database

#### Trimble TerraSync Software

WWS uses Trimble TerraSync software as our data collection and GPS software platform. WWS incorporates "thought out and field proven" data dictionaries; drop down menus and GPS restrictions in order to maximize the accuracy of all data.



### Data Collection







## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Key features:

- Runs on Trimble's GeoExplorer handheld
- Smart time-saving features such as pre-defined pick lists, map-centric operation, and graphical status display for GIS data collection
- Graphical navigation and real-time map display help you navigate back to assets
- Support for background images in map display, including satellite imagery, aerial photos, and images from ArcIMS and Open GIS Internet map servers
- Intuitive touch screen operation for simple data entry
- Works with ESRI ArcGIS software
- Compatible with GPS Pathfinder Office software for efficient data processing, differential correction and two-way data flow from the GIS to the field

### ESRI ArcGIS Software

**WWS is a business partner of ESRI** through its development of ValveCard software, which can be linked to ESRI's GIS to track valve operability and maintenance. ESRI is the world's largest GIS provider and is the GIS software used by the City. As a business partner of ESRI, WWS consistently participates in ESRI development workshops and meetings, discusses new ideas and incorporates new technology to better serve our customer's needs. WWS understands how to use GIS in a valve assessment, exercising and information management program in order to validate and analyze field information.

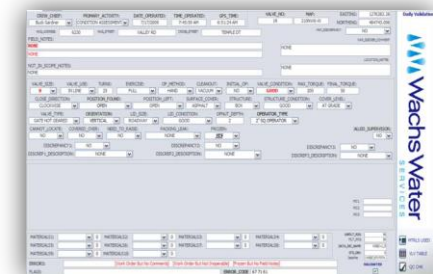
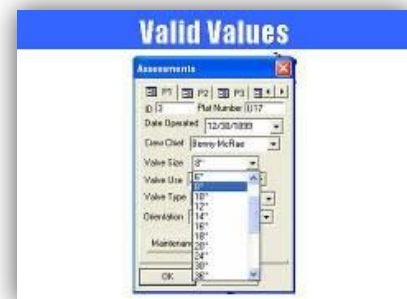
### Deliverable Database

WWS has deep experience in collecting, validating and managing valve and hydrant assessment, inspection and operations program data. Information validation and management is absolutely critical to the success of the City of East Point's program. WWS data analysts will manage the validation, formatting and accuracy of all field collected data PRIOR to delivery to the City of East Point.

WWS will provide applicable valve data in an accurate format compliant with the City of East Point's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, will be submitted with the final and interim deliverables to the City of East Point. WWS will submit a list of feature attributes to be collected to accomplish the objectives of this program. All attributes to be collected shall be agreed upon with the City of East Point and at a minimum will include the following attribute data:

- Valve size
- Valve type
- Use of valve

*"Our approach differs in a meaningful way from lesser experienced firms who may propose sampling rather than 100% validation. It is different from their approach because it does not allow for known errors at any percentage."*





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

- Boolean indicating whether valve was vacuumed and/or pumped
- Number of turns
- Final torque
- Torque chart (for larger valves or valves that are difficult to turn)
- Other added attribute items as agreed
- Other valve related attributes

### Wachs Water Services Database

We understand the information needs of the City and will provide quality data and information. In our service programs, we use our WWS Database to manage our valve information. We intend to use this process for the program in the City of East Point and can transfer the information in any format that is desired. Through our many programs we have developed a user friendly, technologically advanced Microsoft Access database format for managing our program valve data. This database, which has been used successfully in valve programs across the nation, provides a table which is easily linked directly into the City of East Point's GIS.

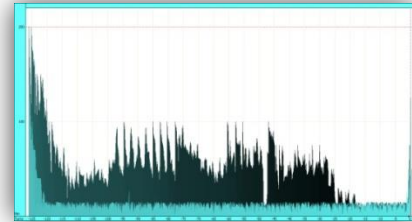
WWS database format allows us to start programs quickly and effectively. The database has preprogrammed queries which sort and manage information which is of interest to our customers. While a valve database appears simple, we have found, through our experience, that there are many potential pitfalls and challenges which must be overcome in order for the program data to be turned into usable, actionable information. We have learned these lessons and have incorporated our learning's into our database structure, and will apply these learnings with the City of East Point.

We electronically download all valve information and each valve's information can be viewed or updated in the valve data update form which is included in the database.

### GIS QA/QC Plan

WWS documents and embeds QA/QC procedures in all field process tasks and information tasks in order to achieve a ZERO TOLERANCE error rate.

By way of example, quality assurance of GPS begins in the field if the technician observes a predicted post-processed accuracy (PPA) above one meter. It continues in the office where GIS analysts run a script that calculates potential error as a function of horizontal precision, standard deviation and PPA rejecting and flagging noncompliant records. It continues again from a management perspective randomly selecting a small percentage of points in each area and performing the



### Field Crew Review





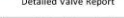
### Analyst Review





[illegible]

	<b>Valve Summary Report</b>	
<b>Number of Valves</b>	<b>1,045</b>	
<b>Valve Condition</b>		
Initially Inoperable	235	22%
Currently Inoperable	86	6%
Good	854	82%
Fair	86	6%
Poor	7	1%
Unknown	50	5%
Not Applicable	2	0%
<b>Work Orders</b>		
Covered Over	6	
Packing Leak	1	
Operating Not Problem	9	
Structure Misaligned or Damaged	10	
Frozen	1	
Need to Raise	8	
Springs Free	4	
Cannot Locals	37	
Stuck Lid	1	
Needs Lid	33	
Valve at Angle	2	
<b>Valves Found Closed</b>		
Maniline Valves Found Fully Closed	16	
Maniline Valves Found Fully Closed (Abandoned)	5	
Maniline Valves Found Partially Closed	13	
Hydrant Valves Found Fully Closed	4	
Hydrant Valves Found Partially Closed	10	
<b>Raised on Site</b>		
<b>Total number raised on site</b>	<b>46</b>	
Grass		
Dirt	3	



## Detailed Valve Report

Valve ID <b>V034706</b>	Map Number <b>13750W</b>	Date Operated <b>12/4/2013</b>	Location <b>W MADISON ST &amp; N 8TH ST</b>			Turn Count <b>0</b>
Valve Condition <b>UNRESPONSIBLE</b>	Structure <b>UNKNOWN</b>	Operator <b>UNKNOWN</b>	Depth <b>0</b>	Valve Size <b>10"</b>	Handle <b>NOT EXERCISED</b>	Field Turbine <b>0</b>
Surface Cover <b>ASPHALT</b>	Feature Location Status <b>COLLID NOT VERIFY</b>		Map Discrepancy Comment <b>NONE</b>			

Facing Link <b>UNKNOWN</b>	Linkable to Locals <b>NO</b>	Current Desc <b>NOT IN SCPE</b>	Bound to Active <b>UNKNOWN</b>	Events <b>UNKNOWN</b>
Other Discrepancy <b>NONE</b>	Discrepancy Notes <b>NONE</b>	Facilities Detail <b>UNKNOWN</b>	Facilities Link <b>UNKNOWN</b>	Class Discrepancy <b>UNKNOWN</b>

**Notes:**

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At a minimum, the following deliverable reports will be presented to the City of East Point;

-



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

Before field operations commence, WWS and the City of East Point designees will meet to agree on specific data schemes to be employed, on which specific features shall be collected, the format this feature data shall conform to, and the final resting place for all collected and calculated information within the City's data infrastructure so that it can be appropriately mapped and accessed by the City of East Point's staff.

### WWS Equipment (selected items)

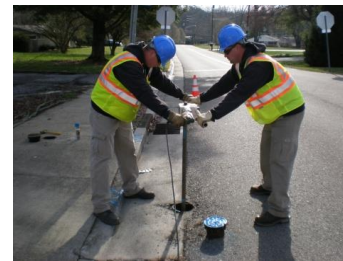
#### TM7-DT or ERV-750 Truck Mounted Valve Exercisers

Program personnel are experts at the use of the Wachs TM7-DT valve and the ERV-750 valve turners. We have developed written operating procedures for all sizes and types of valves and have streamlined the data transfer capabilities to feed directly into our valve operations database. For this Program, we will use the TM7-DT or ERV-750 on all valves which are initially difficult to turn and on larger valves which can be accessible by truck.



#### Wachs Powerdrive Valve Exerciser

The Powerdrive valve turner may be used when a valve is difficult to operate and the TM7-DT cannot access it because it is behind a guardrail, in a sidewalk or in grass. This valve exerciser provides continuous torque control and, with the proper procedures, is capable of freeing up even tough to turn valves.



#### Wachs Electric Valve Exerciser

WWS maintains this piece of equipment to exercise gate valves larger than 4". This exercising machine has a digital counter and torque control limiting capability.



#### Wachs Industrial Vacuum

The Program team will use the Wachs industrial vacuum to vacuum debris and water from valve boxes to ensure that there is a clear view of the operating mechanism and also ensure that debris does not prevent the operation of the valve.

#### Pumps for dewatering vaults

The project team will use dewatering pumps to pump out vaults so that the valve will be fully exposed for inspection and evaluation. This process allows the team to fully evaluate each valve and detect discrepancies that could be hidden by the water.

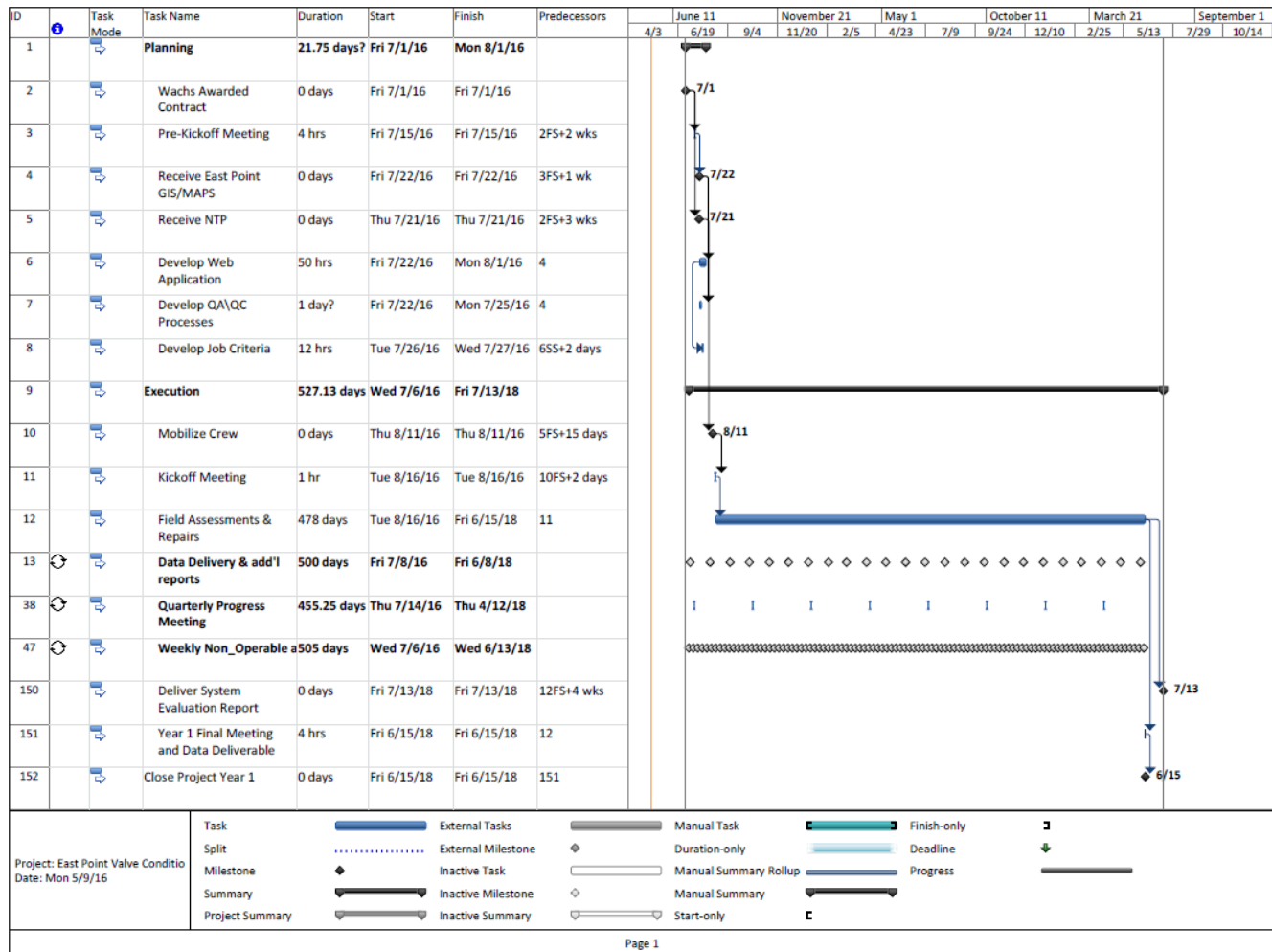




## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Anticipated Timeframe

Below is a Gantt chart with the anticipated timeframe complete this project assuming the contract is awarded by July 1<sup>st</sup> of 2016.



### Communications

Because communications is of utmost importance, much time will be spent tailoring the most effective modes and channels of communication for both internal (WWS) and external (East Point personnel). Our team has spared no expense to develop automated tracking systems that are web based and utilize mobile GPS enabled technologies. Our field crews can be located at an instant – their every movement in the system is documented and accessible to management on demand in real time.





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

The schedule for this project is based on doing a fixed quantity of work and our approach is to manage schedule variances in as near to real time as possible so that we can leverage overtime more effectively and avoid the expense of mobilizing additional field crews toward the end of the job. This safeguards WWS against cost over runs in a fixed asset fee environment. And it safeguards the City of East Point against schedule variances.

Companies that don't manage schedule variances effectively will face the inevitability of either cost overruns or they won't be able to finish the work. This is a significant risk to the job. A risk which can only be mitigated by knowledge that is gained through successful experience managing programs of this type.

### Other Features / Services Offered by WWS

In addition to our valve assessment and repair services WWS can provide the following services to the City of East Point.

- Hydrant Inspection and Maintenance
- External Leak Detection Services
- Internal Leak Detection Services
- Spatial Enhancement
- Migration of Attributes to GIS
- Conventional Flushing of Dead Ends
- Unidirectional Flushing
- Preplanned Construction Shutdowns
- Emergency Response Shutdowns
- Water Quality Issue Trouble Shooting
- Valve Repair
- Fire Hydrant Repair and Flow Testing
- Valve Criticality Analysis
- Repair Prioritization Analysis
- Pipeline Condition Assessment
- Backflow Prevention Services
- Draining Services
- Mobile GIS
- Asset Management Support

### Information, Data and Assistance Expected from East Point

In addition to maps WWS will need East Point's water GIS layers, as well as to meet with someone from the GIS department to make sure our deliverables are delivered in a format that can be easily incorporated into East Point's GIS and Maintenance Management System.





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Knowledge of the City of East Point

WWS is familiar with the City of East Point's water distribution system having performed valve assessment work near Cascade Road and Camp Creek as part of our program with the City of Atlanta

WWS believes it is critical to identify and prepare mitigation plans for potential risks before starting any program. Some of the issues we identified in this area include;

- A significant amount of valves that are covered over
- A significant amount of unmapped valves. Valves that are in the system that are currently not in GIS

Throughout our 15 year history, WWS has consistently worked in some of the largest and oldest water distribution systems in the U.S. Our Team has extensive experience returning valves that are covered over to full operability and we have documented thousands of unmapped valve discrepancies for hundreds of customers.

### Professional Standards /Conflict of Interest Statement

Wachs Water Services, a division of Pure Technologies has a written Code of Conduct that is contained in our employee manual. This manual is provided to each and every employee at orientation, periodically reviewed and updated. Every employee is required to acknowledge their receipt, reading and understanding of this manual.

Valve Technicians are monitored and managed on a daily basis by their Supervisors and Project Managers. Project Managers report to the Vice President of Operations. The conduct of all employees is monitored on a continual basis and everyone in the organization receives a written annual review.

Wachs Water Services is the nation's leading provider of water distribution system, valve and hydrant assessments. As an offshoot of the E.H. Wachs Company – the inventor of micro-processor controlled, hydraulically operated valve operating equipment, we wrote the book on proper valve exercising and operations. The Company's management personnel have been involved in the AWWA since 2000 and several company officers have significantly contributed to the newly revised AWWA M-36 manual for operation and maintenance of water distribution systems.

Wachs Water has a formal training program for all field technicians as well as written Operations Manual. Any project, of any significant size also requires a Criteria Document that clearly spells out the rules of engagement for that specific project. This document is approved by our clients and reviewed and updated throughout the project as necessary.





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

There are no Conflicts of Interest in Wachs Water Services performing this work for the City of East Point. As part of Pure Technologies, Wachs Water is provided significant oversight that includes legal and ethical monitoring from Senior Corporate Officials.

Any potential Conflicts of Interest are brought to the attention of the Regional Vice President. Potential Conflicts of Interest are identified and discussed openly with Company Management and Legal Counsel before a decision to move forward is made.





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Background, Experience and Qualifications

Wachs Water Services has been in business since 2000 and works solely on distribution system efficiency programs. WWS provides highly specialized services and best practices that have resulted in detailed operating procedures and field and information management processes. WWS provides the committed expertise, state-of-the-art equipment, technology and personnel to deliver world class water distribution system deliverables and benefits to local governments nationwide. Some of the clients we have provided similar services to in the last five years include.

- Atlanta, GA – 3 Year Asset Management Program
- Gwinnett County, GA – 2 Year Asset Management Program
- Augusta, GA – 1 Year Valve Assessment Program
- Austin, TX – 5 Year Hydrant Assessment Program
- Knoxville, TN – 6 Year Valve & Hydrant Assessment Program
- Baltimore, MD – 3 Year Control System Program
- DC Water, DC – 3 Year Valve Operations Program
- WSSC – 3 Year Valve Assessment Program
- Fort Lauderdale, FL – 5 Year Valve Assessment Program
- Houston, TX – 4 Year Valve Operations Program
- Kansas City, MO – 5 Year Valve Operations Program
- Kansas City, KS – 5 Year Valve and Hydrant Assessment Program
- San Antonio, TX – 3 Year Valve Assessment Program
- Gillette, WY – 7 Year Valve Assessment Program

WWS is the leading provider of transmission and distribution system services and solutions that dramatically improve the efficiency and operability of water systems.

Leveraging WWS latest technology for interacting with physical assets and an array of business systems related to mapping, surveying, work order management, systems integration, web based and mobile data provisioning systems and other never-before seen technologies related to pipeline condition assessment, WWS has been dedicated to the effectiveness and simplicity of business processes that interact directly with the water distribution system.

WWS has completed and is presently working on multiple programs across the country from Texas, Florida, Wisconsin, Illinois, Indiana, Ohio, New York, Delaware, North Carolina, Tennessee, California, Michigan, Wyoming and Maryland. Our programs range in size from 80,000 valves, 35,000 fire hydrants and 4,000 miles of main for leak detection to 350 valves, 250 hydrants and 100 miles of main for leak detection. We have assessed over 850,000 valves from 2" to 109", including tens of thousands of large valves (from 12" and up).

*WWS's ability to successfully manage and carryout the scope of this program and work effectively with the City of East Point rests squarely on experience having performed valve and hydrant assessment and repair projects for public and private utilities, locally and nationally including:*

- DC Water, DC
- WSSC, DC
- Atlanta, GA
- Gwinnett County GA
- Houston, TX
- Phoenix, TX
- Howard County, MD
- Fort Lauderdale, FL
- Knoxville, TN
- Pensacola, FL
- Wilmington, DE
- Charlotte, NC
- Raleigh, NC
- Columbus, OH
- Kansas City, MO
- Tampa, FL
- Austin, TX
- San Antonio, TX
- Hollywood, FL
- Golden State, CA
- West Springfield, MA
- Baltimore, MD
- Camden, NJ
- Orlando, FL
- Winston Salem, NC
- American Water
- United Water
- ....and many others



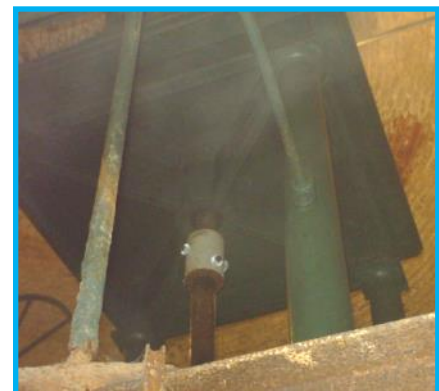
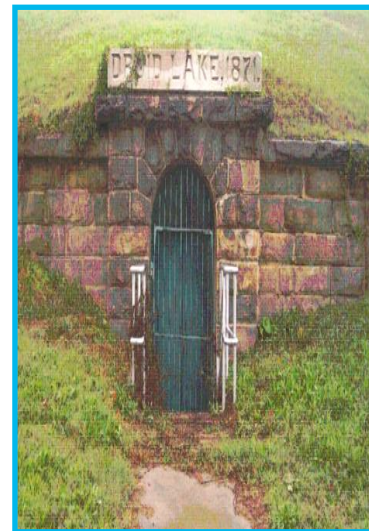


## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

WWS credentials include:

- Participating member of the American Water Works Association since 1949 and holder of fifty-year award as part of the Wachs family of companies.
- Active member of the national AWWA Distribution Operations and Maintenance Committee.
- Active member of the national AWWA Water Loss Control Committee
- Currently executing the largest known valve and hydrant assessment, exercising, flow testing, repair and GPS information management program in the U.S.
- Currently executing one of the largest known leak detection surveys and pinpointing programs as part of a full system water audit.
- Business partner of ESRI, the world's leading provider of GIS software systems
- Business partner of Trimble, the world's leading provider of GPS systems and equipment
- Author of numerous published articles, including AWWA Journal, Water World, ESRI Water Writes and Underground Infrastructure Management (UIM), Water Efficiency, Water and Wastewater Digest.
- Inventor of the "No Assumption Valve Turning Method". Integrator of this method into a microprocessor controlled valve-turning system that is being utilized by hundreds of water utilities, worldwide.
- Author of the "Valve Exercising Procedure" as implemented by the American Water Works Association.
- Detailed training program which ensures proper procedures and processes are used in all operations.
- Provides classroom and field valve operations training to municipalities, most recently Los Angeles CA, Stillwater OK, Baltimore MD, and Dallas TX.
- Nationally recognized expert in the field of distribution system improvement programs. Presents papers and seminars to national, state and local water organizations across the country.

*Wachs Water Services is changing how water utilities interact with water distribution system networks*



### Project Management Plan

The WWS management is organized to reduce the timeframe and risks which revolve around significant system activities. WWS managers understand the tasks associated with carrying-out valve assessment services. They understand how tasks are interconnected and what type of oversight is necessary for them to be performed expeditiously and





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

successfully. This knowledge and understanding has been gained through successful experience working in a production environment nationwide.

There is no amount of training which can replace experience when it comes to developing a solid knowledgebase. WWS's provides more experience and more qualifications, more capacity and more capabilities which amounts to more successful productivity and a LOW EFFECTIVE PRICE to the City of East Point

### Management Qualifications

WWS's greatest asset is its people. Acquiring competent people, training, licensing and certifying them and maintaining their skill levels is a costly endeavor. It is the single largest investment the company makes on an annual basis. WWS's staff is the most skilled, qualified and competent in the nation built around local subject matter experts who have worked in many water utilities performing exactly the scope of work under this solicitation.

The WWS management team leads industry thinking pertaining to an array of water topics and is a working / contributing member of the AWWA National Water Loss Committee, the National Distribution Committee, and the National Information Management Technologies Committee.

Specifically WWS has:

- More PMI certified management staff than any U.S. company specializing in this type of work.
- More Management staff involved with national and local sections of the American Water Works Association than any other U.S. company specializing in this type of work.
- More Successful experience than any other U.S. company specializing in this type of work;
  - Managing the assessment, inspection, operation and leak surveying of more water distribution assets
  - Managing scheduled and unscheduled water main shutdowns
  - Managing activities related to a wide variety of troubleshooting tasks
  - Managing the repair of valves and fire hydrants
  - Managing the collection and provisioning of data related to water assets in virtually every known format

WWS managers and technicians are subjected to the best training, certification and licensing program in the industry. WWS assigns local personnel whenever possible to create a program team which acts cohesively, expeditiously and strictly in the interests of the client using our established detailed processes to reduce risk and lower effective prices. With numerous trained and experienced technicians, a wide





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

array of equipment and established detailed work processes, WWS has more capacity to do this work than any other service provider who specializes in this type of work. Combining process, tools, know how, management and talented people is a powerful, low risk, high value approach to guaranteeing our clients success. WWS provides more experience, more qualifications, more capacity and more capabilities which amount to more successful productivity all at a competitive price to the City of East Point.

### DEPLOY EXPERIENCED FIELD CREWS

The WWS approach encompasses rapid permanent deployment of skilled and experienced crew chiefs – people who have successful experience flow testing, unidirectional flushing, troubleshooting, repairing assets, performing scheduled and emergency shutdowns, dewatering mains and recharging them from small diameter to large diameter. They are the industries best trained and best equipped. They have experience working with large externally geared vertical and horizontal valves, cone valves, butterfly valves, double disk gate valves, resilient wedge and seat valves, DC Water Lorton valves and many others. WWS crews understand the action plan when bypass valves are inoperable, when valves fail and when customers unexpectedly go out of service due to unforeseeable circumstances. WWS is the only company specializing in this work that certifies large valve field crews. This is meaningful to NJDWSC in that this program revolves exclusively around the operation, inspection and repair of those valves.

### DEPLOY EXPERTISE

The team WWS proposes will understand what works in a production environment. They have gained this understanding through successful experience. WWS's key people have done more work in old large complicated water distribution systems than any others proposing under this solicitation. They understand which technologies impact the quantity and the quality of work that is performed. WWS leads the thinking nationally in how this type of work is done and maintains the largest repository of knowhow in the water distribution services industry.

WWS technicians know how to tell when valves will not hold; radically improving test shutdown results. WWS crew chiefs know how to tell when valves are properly seated, they know there is an order to shutting valves to stop the flow of water and they know there is a proper order for opening them to safely and effectively recharge water mains. WWS has developed a proven, tested, peer reviewed industry best practice for managing closed valves geographically and to that end better understands how to manage closed valves than any other contractor specializing in doing this type of work.

*WWS is the only  
company  
specializing in  
this type of  
work that  
certifies large  
diameter valve  
crews – as a  
result they are  
the only  
company with  
that capability  
proposing*



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

Deploying high levels of experience and high levels of expertise lowers the effective price of crew days to the City of East Point by improving productivity. WWS is the Low Risk, High Value vendor of choice.

### Disclosure Statements

Pure Technologies U.S., Inc. does not have any prior or existing legal actions in which the company is connected in any manner as a direct, or indirect, result of providing or participating in any similar projects/contract.

In the last ten years neither our organization or an officer/principle of our organization have been involved in litigation or any other legal proceedings related to providing similar services/work for clients.

Our Organization has never been censured by a regulatory body or legal entity.

### Recent Experience and Credentials

#### Atlanta, GA – Asset Assessment, Repair and Information Management Program

The City of Atlanta has an older water distribution system that consists of approximately 48,000 valves, 24,000 hydrants and 24,000 hydrant isolation valves. WUS-BPA, a joint venture between WWS and BPA completed the process of locating, operating, assessing, documenting and GPS mapping all the valves and hydrants in the Atlanta system, on time and under budget, in a 3 year time period.

*Valve Assessments Completed to Date: 58,872*  
*Large Valve Assessments (20" and over) Completed to Date: 158*  
*Hydrant Assessments Completed to Date: 23,383*  
*GPS Positions Collected: 30,797*

#### Gwinnett County, GA – Valve Assessment and Repair and Program

In this two year program Wachs Water Services located, assessed, operated, repaired, documented and GPS mapped valves in the Gwinnett County water system.

*Valve Assessments Completed to Date: 39,816*  
*Large Valve Assessments (20" and over) Completed to Date: 896*  
*Repairs Completed: 8,226*  
*GPS Positions Collected: 39,816*

#### Baltimore, MD – Water Distribution Asset Management Program

WWS is currently working on a multi-year contract with the City of Baltimore This program includes all valves from 4" to 108". In addition to assessment and repair activities WWS plans and executes all pre-



*Wachs Water  
Services has  
located  
accessed,  
operated,  
repaired or GPS  
mapped over  
850,000 valves.  
In our  
Baltimore  
Program alone  
we have  
performed over  
175,000 valve  
assessments  
with over  
10,000 of those  
assessments on  
valves over 20  
inches.*



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

planned shutdowns for capital projects in the system, performs leak detection investigations, repairs large (up to 60") and small valves, repairs fire hydrants, provides troubleshooting support and continues to assist the City of Baltimore in the development of their water distribution GIS capabilities. To date we have completed over 175,000 valve assessments, over 60,000 hydrant assessments and over 20,000 hydrant isolation valve assessments and shot and post processed over 120,000 GPS positions for the City of Baltimore.

*Valve Assessments Completed to Date: 175,237*  
*Large Valve Assessments (over 20") to Date: 10,031*  
*Hydrant Assessments Completed to Date: 65,000*  
*GPS Positions Collected: 123,505*  
*Repairs Completed to Date: 22,836*

### Augusta, GA – Evaluation and Repair of System Valves and Hydrants

The City of Augusta Utilities Department (AUD) hired Wachs Water Services through a professional services procurement to evaluate and repair system valves and hydrants in the Augusta water distribution system. WWS inventoried, documented, integrated and analyzed location, operational and physical information on over 3,000 assets in AUD's water distribution system. WWS completed the first year of this two year contract.

*Valve Assessments Completed to Date: 2,259*  
*Large Valve Assessments (over 20") to Date: 6*  
*Hydrant Assessments Completed to Date: 748*  
*GPS Positions Collected: 3,007*  
*Repairs Completed to Date: 351*

### St. Joseph, MI – Valve Evaluation, Improvement and Information Program

The City of St. Joseph contracted WWS to execute a Valve Assessment Program in 2011. Some of the highlighted benefits that were a result of the program include 383 undocumented valves were found in the water distribution system and added to the City of St. Joseph's GIS, positions were corrected on 43 valves that were found either fully or partially closed, large valves that hadn't been operated in 35 years were tested and operability was restored. Valve operability for the entire water distribution system was driven to 93%.

*"The real value that Wachs Water Services brings to the city is their expertise. I developed an appreciation for their knowledge of valves which then gave me the confidence to turn them loose on our large transmission mains. "*

*-Greg Alimenti, Water Director, City of St. Joseph*





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### References

Utility Name and Location	Augusta, GA	Gwinnett County, GA	Atlanta, GA	Baltimore, MD
<b>Project Name</b>	Valve Inspection Programs	Asset Assessment Program	Asset Assessment Program	Valve and Hydrant Assessment Program
<b>Contract Time Period</b>	2015 - Present	2012-2016	2009-2012	2005- Present
<b>Contact and Title</b>	Deanna Davis Engineering Manager	Rebecca Shelton, Operations Technical Services Manager	Dax Flinn, GIS Manager	Madeleine R Driscoll Chief of Office of Asset Management
<b>Project Manager Contact Info Phone Number, Email Address</b>	360 Bay Street, Suite180 Augusta, GA 30901  DDavis2@augustaga.gov  No. (706) 823-4429	684 Winder Highway Lawrenceville, GA 30045  <a href="mailto:rebecca.shelton@gwinnettcountry.com">rebecca.shelton@gwinnettcountry.com</a>  No. (678) 376-7033	72 Marietta Street, Sixth Floor Atlanta, GA 30303  <a href="mailto:mflinn@atlantaga.gov">mflinn@atlantaga.gov</a>  No. (404) 546-1201	2331 N. Fulton Avenue Baltimore, MD 21217  <a href="mailto:Madeleine.Driscoll@baltimorecity.gov">Madeleine.Driscoll@baltimorecity.gov</a>  No. (410) 316-7910
<b>Number and Type of Assets</b>	Valve Assessments Completed: 2,259  Hydrant Assessments Completed: 748  Large Valve Assessments Completed (over 20") to Date: 6  Repairs Completed to Date: 351	Valve Assessments Completed: 39,816  Large Valve Assessments (over 20") to date:: 896  Repairs Completed: 8,226	Valve Assessments Completed: 58,872  Hydrant Assessments Completed: 23,383  Large Valve Assessments (over 20"): 158  Repairs Completed: 43,155	Valve Assessments Completed to Date: 175,237  Large Valve Assessments (over 20") to Date: 10,031  Hydrant Assessments Completed to Date: 65,000  Repairs Completed to Date: 22,836
<b>Number of GPS Positions Collected</b>	GPS Positions Collected: 3,007	GPS Positions Collected: 39,816	GPS Positions Collected: 82,255	GPS Positions Collected: 123,505

### Local Georgia Office Address

This contract will be serviced out of our local Georgia office located at 4227 Steve Reynolds Blvd., Suite 130, Norcross, GA 30093



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

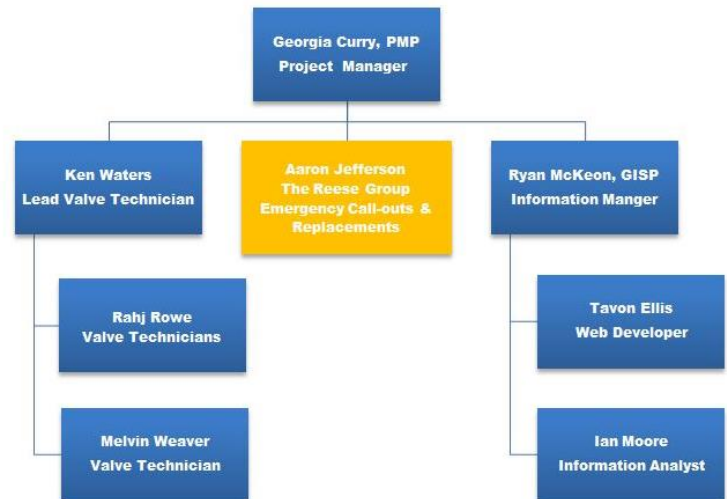
### Workload and Commitments

The successful execution of a valve program of this nature rests squarely on the selected provider's ability to meet project objectives and to meet or exceed the project schedule. Combined with data accuracy, the project's scheduling is the critical advantage in selecting WWS, who has more experience performing valve assessments than any other firm in the U.S. It is this deep understanding that allows us to plan precisely the level of effort and resources required for each task and this allows us to consistently meet or exceed all project requirements and scheduling objectives.



### Organizational Chart and Description of Specific Roles

WWS maintains a team of highly qualified and experienced personnel in many different parts of the country. Our field crews are highly trained professionals with the expertise necessary to deliver your program objectives. Our team will consist of a Project Manager, Valve Technicians, a Data Manager, a Web Application Developer and an Information Analyst to coordinate all data deliverables in the City of East Point's business systems. All emergency call outs and replacements will be performed by The Renee Group, a local MBE firm. Additional personnel will be made available to support the Program as needed.



#### Project Manager Role

The project manager will manage the startup and planning and implementation of the valve program. The project manager will follow the program plan, conduct pre-program discussions, develop the schedule and ensure delivering on the City of East Point's objectives. The project manager is responsible for delivering reports and official communications of all types related to the work. The project manager assigned to this project will be Georgia Curry, a highly experienced local project manager.

#### Lead Valve Technician Role

The technician will perform the operation of valves. This position requires 3+ years of experience working in water distribution systems and a minimum of 1 year full-time valve and hydrant operation experience. In addition, all technicians are required to hold an OSHA 10 card. Initially there will be two technicians assigned to this project, Ken Waters who has multiple years of experience doing this work will act as the Lead Valve Technician.

*Over 80% of WWS  
program  
personnel live in  
the communities  
we serve across  
the USA*







## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Staffing Plan and Resumes

Critical to the success of a valve program is the experience of the program personnel who will execute the program plan. WWS maintains a cadre of highly trained and experienced personnel, with decades of experience in order to deliver on programs for our customers. With specialized skill sets and deep knowledge of distribution systems, our team will have the capability to deliver on every program objective. We have highly talented personnel for the City of East Point Program. Some of our key people are listed below.

#### Georgia Curry, PMP, Project Manager

Georgia Curry (nee Brooks) will be the project manager for the East Point Program. Ms. Curry is a certified project management professional (PMP) and is an expert at managing distribution efficiency projects. She resides in Georgia has been a program manager for numerous WWS distribution efficiency projects, including programs in Atlanta, Gwinnett County and Augusta Georgia. Ms. Curry has been an integral part of many programs with WWS in a number of states across the country. She has in-depth knowledge of the design, operation and repair of water systems.

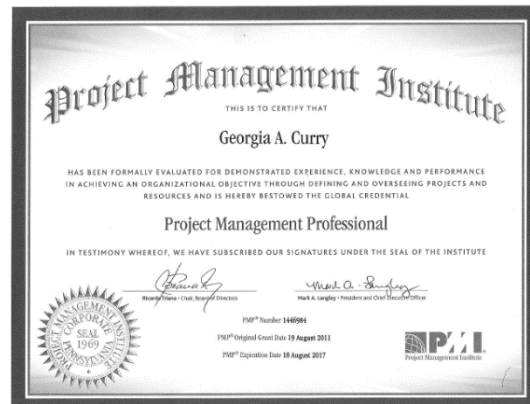
She is an expert in overseeing all aspects of valve and hydrant assessment programs and has over 14 years of project management experience working in both the oil and water industries. Ms. Curry has managed a variety valve and hydrant assessment and rehabilitation projects over the last seven years.

- Over seven years of experience in the water industry
- GA Water Distribution Operator - #WSD015324
- GA Backflow Prevention Assembly Tester #BPAT-05229
- Certified Project Management Professional (PMP) - #1446984

**Training & Certifications:** 30 Hour OSHA Training Certification, Field Operations Classroom Trained, Wachs Certified Operator, Crew Chief and Project Manager, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained

#### Current Assignments and Division of Time

Georgia is currently assigned to our part time, seasonal projects in Gwinnett County and Augusta, GA. If awarded this work she will allocate 100% of her time to the City of East Point at the onset of the project. Once the execution phase begins her time will be primarily dedicated to East Point and she will follow up with Gwinnett County and other part time projects as needed.



*Georgia Curry is a PMP and also has a GA Water Distribution License, a GA Backflow Prevention Assembly Testing License and OSHA 30 Hour Training Certification. She is a Local Resident and will service this contract out of our Norcross, GA office.*

GEORGIA CURRY PROJECTS				
Client	Valves	Hydrants	Managed	Trained
Atlanta, GA	58,872	23,383	●	
Gwinnett County, GA	39,816	N/A	●	
Augusta, GA	2,259	748	●	
Ft. Lauderdale	18,000	N/A	●	
Baltimore	175,237	65,000		●



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Ken Waters, Lead Valve Technician

Ken Waters resides in Georgia and has extensive experience in the execution of valve and hydrant maintenance programs. He has worked on our programs in Atlanta, Gwinnett County, Augusta, Canton, WSSC and Aqua, IL. Other relevant experience and certification highlights of Ken's include:

- Over 5 years of experience in the water industry
- GA Water Distribution Operator License
- MD Water Distribution Operator License D1: No 0451

*Training & Certifications: OSHA 10 Hour, Field Operations Classroom Trained, Wachs Certified Operator, Crew Chief, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification,*

### Current Assignments and Division of Time

Ken Waters is currently assigned full time to our program in Gwinnett County and if awarded this work he will allocate 50% of his time to the City of East Point Project and 50% to Gwinnett County

### Raj Rowe, Valve Technician

Raj Rowe is an experienced WWS valve technician with over 16 years of experience in construction, maintenance, installations and field operations. Mr. Rowe has worked on multiple valve and hydrant programs across the country and has extensive experience in valve and hydrant locating, exercising and mapping and has completed programs for WWS in Atlanta, Gwinnet County, and Canton, OH. Other relevant experience and certification highlights of Raj include:

- GA Water Distribution Operator License #WD015607
- MD Water Distribution Operator License

*Training & Certifications: OSHA 10 Hour, Field Operations Classroom Trained, Wachs Certified Operator, Crew Chief, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, ATSA Traffic Certification*

### Current Assignments and Division of Time

Raj Rowe is currently assigned to our program in Gwinnett County. If awarded this work he will allocate 100% of his time to the City of East Point project.

### Melvin Weaver, Valve Technician

Melvin Weaver is an experienced WWS valve technician with over 4 years of experience in the water industry. Mr. Weaver has worked on multiple valve and hydrant programs across the country and has extensive experience in valve and hydrant locating, exercising and

*“WWS’s greatest asset is its people. Acquiring competent people, training, licensing and certifying them and maintaining their skill levels is a costly endeavor. It is the single largest investment the company makes on an annual basis”*



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

mapping and has completed programs for WWS in Atlanta, GA, Gwinnet County, GA, United Water (Pontiac), MI, Houston, TX , Pinellas County, FL, St. Augustine, FL Seminole County, FL and Toho Water Authority. Other relevant experience and certification highlights of Melvin include:

*Training & Certifications: OSHA 10 Hour, Field Operations Classroom Trained, Wachs Certified Operator, Crew Chief, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification*

### Current Assignments and Division of Time

Melvin Weaver is currently assigned to our programs in Gwinnett County and Salem, MA. If awarded this work he will allocate 100% of his time to the City of East Point project.

### Ryan McKeon, GISP, Information Manager

Ryan McKeon is currently the Director of Operations US and will act in the role of Information Management Oversight. Ryan is a certified GISP and his exceptional grasp of technology has proved to be an invaluable asset to Wachs Water Services since he started with the company in 2003. Ryan has leveraged his understanding of water distribution systems and network data systems bridging the gap between theory and practice to develop practical and tangible operations based GIS solutions.

**Training & Certifications and Education:** *Expert in Microsoft Access, Trimble software, ESRI GIS; BS Degree in geography from Towson University; Member of ESRI Water/Wastewater Database Development Team; Member of the Urban and Regional Information Systems Association (URISA); Specialist in field data management processes, mobile GIS and GIS/CMMS integration; GISP Certified Number 00057500*

### Current Assignments and Division of Time

Ryan McKeon provides oversight to US programs and he is not currently assigned to any specific project. Ryan will dedicate 100% of his time at the onset of the East Point program to ensure that all GIS and data management related tasks, including the integration of the data generated by the project into the clients GIS and CMMS systems.

### Tavon Ellis, Web Developer

Tavon Ellis will develop the secure web based application for the HCWD program. Mr. Ellis has programming experience in Java, Action Script, HTML, SQL and Visual Basic. He has application building experience with Visual Studio, Adobe Flash Builder and SQL Reporting Services and he has experience with ArcGIS Server, web development and SQL database development. Tavon has extensive experience in designing, and maintaining databases. He has experience creating tables, views, functions, stored procedures and creating SQL reports. He





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

has experience installing, configuring IIS and web application development. Tavon creates linkages of systems and system components to enhance productivity and effectiveness.

*Training & Certifications: Oracle Certified DBA: Associate/Professional GIS/GPS and Mapping Software: Microsoft SQL Server, Oracle PL/SQL, Adobe Photoshop, Macromedia Suite, Microsoft.Net, Javascript, HTML, C#, Asp.Net, Visual Basic, ArcSDE, Business Software: Microsoft Word, Access, Excel, PowerPoint*

### Current Assignments and Division of Time

Tavon Ellis is involved in the startup of all WWS programs. He will dedicate 100% of his time at the onset of the East Point program to ensure that ProjectTracker and all feedback loops are set up with the City of East Point.

### Ian Moore, Information Analyst

Ian Moore will be the information analyst assigned to the City of East Point Program. Ian will oversee the progress of the information collected in the field to ensure that the resulting information is accurate, precise, useable and in the correct formats. He will execute data acquisition and data entry on all of the valves in the City of East Point Program.

*Training & Certifications: ArcGIS 9.x and Extensions, Arcview 3.x, Spatial Analyst Extension, GeoStatistical Analyst, Maplex, Erdas Imagine, Adobe Acrobat (with GeoPDF extension), Pathfinder Office, Trimble GeoXH and GeoXT units*

### Current Assignments and Division of Time

Ian Moore is currently assigned to our programs in Phoenix, AZ, Goodyear, AZ and Cleveland, OH. If awarded this work Ian will allocate the following percentages of his time to each project 30% to the City of East Point, 30% to Phoenix, AZ, 30% to Goodyear, AZ and 10% to Cleveland, OH.

### Emergency Call-Outs and Replacements

Aaron Jefferson from The Renee Group will manage and perform all emergency call-outs and replacements for this program. Aaron is local to the City of East Point and he is familiar with the City of East Point's water distribution system. Mr. Jefferson will coordinate with Georgia Curry regarding all repairs and replacements.

### About the Renee Group

The Renee Group, Inc. is a female minority owned Construction Company with over 20 years of combined experience in the utility industry. Their services include engineering, design and build, management and consulting. They perform all phases of Water Distribution and Sanitary Sewer evaluation services along with Rehabilitation services which includes but not limited to CCTV,







## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

Cleaning, Point Repairs, Locating and exposing manholes, adjusting valve boxes, installing riser's rings and covers. They also install water lines, water meters, and water mains.

**NOTE:** WWS reserves the right to utilize additional or other equally qualified staff to provide the services offered within this proposal, and may at any time allocate other resources, as is necessary.

### Logistical Capabilities

WWS has all of the equipment, hardware, software, space and support in place to immediately deploy the necessary field crews. WWS is the largest known purveyor specializing in water distribution system valve and fire hydrant operations and, to that end, maintains the largest force of people, equipment and resources in the nation.

WWS understands that the City of East Point does not specify all of the tools, equipment and knowhow that is required for the consultant to be successfully carrying out a successful valve assessment program. It does not specifically require industrial vacuums; it does not specifically require low clearance keys or multi-directional key knuckles either. However, WWS understands that to be effective working in an old water distribution system, that field crews need certain capabilities. They need to be able to quickly remove debris from roadway structures housing valves. They need to be able to turn valves which are misaligned in structures to the greatest possible extent and they need to have options when operating nuts are somewhat rounded. The end result is that WWS will have available approximately 100 different additional tools which WWS knows are required to be successful.

Providing a more robust tool set will contribute in a meaningful way to increased productivity and increased success rates carrying-out tasks associated with valve assessments. WWS provides more capabilities, more experience, more expertise and more tools – WWS will complete more work at higher service levels than any other company proposing.

*“Wachs Water Services  
is the largest known  
purveyor specializing  
in water distribution  
system valve and fire  
hydrant operations  
and, to that end,  
maintains the largest  
force of people,  
equipment and*



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Detailed Costs

Attached are the price forms provided by the City of East Point

#### Direct and Indirect Cost Benefits

WWS's provides more experience and more qualifications, more capacity and more capabilities which amounts to more successful productivity and a LOW EFFECTIVE PRICE to the City of East Point. Direct and indirect cost benefits to the City of East Point are created through:

- Reduced non-revenue water loss
- Reduced chemical costs
- Reduced energy costs
- Reduced customer complaints
- Reduced response time to customer complaints
- Reduced response time for system outages/failures
- Increased efficiency of construction and rehabilitation projects
- Increased fire flow capacities
- Increased efficiency and effectiveness of capital planning
- Increased efficiency of maintenance activities
- Focusing capital on critical assets
- Eliminating the need to replace numerous valves in the system at a savings rate of approximately \$10 for each dollar invested in repairs.
- Reducing the footprint of the isolation by making certain that more valves are accessible and that they mechanically operate.
- Reducing the duration of isolations by making certain that East Point's field crews know which valves operate and specifically how they operate by providing meaningful data to the City of East Point.



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

### Conditions of Engagement (Legal Agreement)

The following are reasonable contract conditions we are providing for the City of East Point to review and consider.

The Proposal is issued upon and is subject to these Conditions of Engagement, which will be sought in the Contract to be executed between the Client and Wachs Water. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be the substantive basis for the Contract between the Client and Wachs.

#### 1. DEFINITIONS

In these Conditions of Engagement the following definitions apply:

Client	means any person or persons, firm or company engaging Wachs to provide the Services.
Contract	means the professional services agreement to be executed between Wachs as a result of the Proposal.
Proposal	means Wachs Water's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
Services	means those services of whatever nature to be supplied by Wachs under the Contract.
Site	means the facility, land, installation or premises to which Wachs is granted access for the purposes of the Contract and may include any combination of the foregoing.
Wachs Water	means Wachs Valve and Hydrant Services, LLC, or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.

#### 2. WACHS' OBLIGATIONS

- 2.1 Wachs will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
- 2.2 Wachs Water will ensure that the equipment used in performing the Services is in a good and functional state.

#### 3. CLIENT'S OBLIGATIONS

- 3.1 The Client will provide to Wachs Water full, good faith co-operation to assist Wachs Water in providing the Services. Unless otherwise specified in the Proposal and





## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

without limiting the generality of the foregoing, the Client will at its own expense:

- (i) ensure, if required, access to private land will be given to Wachs and that any official permits or permissions required for Wachs to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;
- (ii) inform Wachs Water in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;
- (iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Wachs, and assumptions that Wachs shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Wachs Water are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Wachs Water will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

#### 4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1 All reports generated in the performance of the Services and delivered by Wachs Water to the Client will become the property of the Client.

4.2 Wachs Water's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Wachs Water. The Client will not acquire any proprietary rights in Wachs Water's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Wachs Technology"). Any modifications or improvements to the Wachs Technology made during the performance of the Services will be the sole and exclusive property of Wachs Water.



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 4.3 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

### 5. LIABILITY AND WARRANTIES

5.1 Wachs Water will indemnify the Client against any expense, demand, liability, loss, claim or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Wachs Water, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Wachs Water.

5.2 Wachs Water will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

5.3 Wachs Water cumulative liability under the Contract, whether in contract, tort (including negligence), or otherwise, will in no event exceed the aggregate consideration paid by the Client to Wachs Water for the portion of the Services that gave rise to the liability, provided, however, that this clause 5.3 shall not limit Wachs Water's indemnification obligations under these Conditions of Engagement.

5.4 The report(s) and any other recommendations or advice made by Wachs Water relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Wachs Water will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Wachs Water in relation to the pipeline or Services.

Wachs Water's warranties for the Services will be set out in the Contract. Wachs Water disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality,



## Water Valve Condition Assessment and Evaluation, and Minor Repair Program

durability, or fitness for particular purpose to the extent allowed by applicable law.



**Sworn Statement of Non-Collusion**

I, Cliff Wilson, hereby certify that Wachs Water Services, our subcontractors and our staff members have no conflict of interest pertaining to Request for Proposals No. 2016-1585, Contract for Water Valve Condition Assessment and Evaluation and Minor Repair Program for the City of East Point, GA. We have not, in any manner, entered into a collusive arrangement of any type.

Wachs Water Services

Company Name

Cliff Wilson

Printed Name of Authorized Officer

Signature of Authorized Officer

Subscribed and Sworn before me on this the 6th day of May, 2016

Notary Public

My Commission Expires On:

Apr. 12, 2020



**Contractor E-Verify Affidavit Pursuant to O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned Provider verifies its compliance with **O.C.G.A. § 13-10-91, et seq.** (the "Act") and **Chapter 300-10-1** of the **Rules of Georgia Department of Labor** (the "Rules"), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services or has accepted a Contract award on behalf of the **City of East Point Georgia** (the "City"), (1) has registered with; (2) is authorized to use; (3) is using; and (4) shall continue to use throughout the Contract Period the **Federal Work Authorization Program** commonly known as **E-Verify**, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in the Act and the Rules.

The undersigned Provider further agrees that, should it employ or contract with any Subcontractor(s) in conjunction with the physical performance of services or work required through the acceptance of a Contract award with the City of East Point Georgia of which this affidavit is a part, the undersigned Provider shall secure from such Subcontractor(s) similar verification of compliance with the Act and the Rules through the Subcontractor's execution of the **Subcontractor's Affidavit** which has been provided by the City.

The undersigned Provider further agrees to provide a copy of each such affidavit to the City of East Point Georgia at the time the Subcontractor(s) is retained to perform such services or work, and to maintain copies of all such affidavits for **no less than five (5) years from the date such affidavits were provided to the City** and otherwise to maintain records of compliance with the Act and the Rules as required by law.

The Provider hereby attests that its **Federal Work Authorization User Identification Number** and date of authorization are as follows:

923298

11/10/2015

Federal Work Authorization User Identification Number

Date of Authorization

Name of Provider: Pure Technologies US Inc./ dba Wachs Water Services

Suite / Street Address: 8929 State Route 108, Suite D

City, State, Zip: Columbia, MD

Phone: 443-766-7873 Email: cwilson@wachsws.com

2016-1585 Water Valve Condition Assessment and Evaluation and Minor Repair Program

City of East Point Solicitation Number and / or Name of City Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

CCW Wilson

Signature of Authorized Officer or Agent

Cliff Wilson, Vice President

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

6 day of May, 2016

Laura Peterson  
Notary Public

My Commission Expires On: 4/12/2020





**Contractor's S.A.V.E. Affidavit**  
**Under the Systematic Alien Verification for Entitlements Program**  
**Persuant to O.C.G.A. § 50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for a **City of East Point Georgia** contract award or other Public Benefit as provided by **O.C.G.A. § 50-36-1**, and determined by the **Attorney General of Georgia** in accordance therewith, I am hereby stating the following with respect to my application for a City of East Point contract award / public benefit:

Cliff Wilson

Name of natural person applying on behalf of individual, business, corporation, partnership, joint venture or other private entity

1) ✓ I am a United States citizen;

OR

2) \_\_\_\_\_ I am a legal permanent resident eighteen (18) years of age or older;

OR

3) \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the **Federal Immigration and Nationality Act**, who is eighteen (18) years of age or older, and lawfully present in the United States of America. **All non-citizens MUST provide their Alien Registration Number below.**

The undersigned applicant also hereby verifies that he or she has provided at least one (1) secure and verifiable document, as required by **O.C.G.A. § 50-36-1(e)(1)**, with this affidavit.

**The secure and verifiable document provided with this affidavit is:**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of **O.C.G.A. § 16-10-20**, and face criminal penalties as allowed by such criminal statute.

CCW Iran

Signature of Applicant

Cliff Wilson

Printed Name of Applicant

4/20/16

Subscribed and Sworn before me on this the

28<sup>th</sup> day of April, 2016

Darlene M. Lynch  
Notary Public

My Commission Expires On:

Oct 20, 2019



**ILLINOIS**

Jesse White • Secretary of State

**DRIVER'S LICENSE**

**Lic. No.:** W425-1035-7094

**DOB:** 04-01-57

**Expires:** 04-01-20

**Issued:** 03-02-16

**Class:** D

**End:** none

**Rest:** none

**Type:** ORG

**CLIFFORD C WILSON**  
**60 E MONROE ST**  
**UNIT 2301**  
**CHICAGO IL 60603**

**Male** 5'10" 205 lbs GRAY Eyes

04-01-57

CCW



# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## ANNUAL REGISTRATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 2/8/2016 1:15:46 PM

### BUSINESS INFORMATION

CONTROL NUMBER	08035426
BUSINESS NAME	PURE TECHNOLOGIES U.S., INC
BUSINESS TYPE	Foreign Profit Corporation
EFFECTIVE DATE	02/08/2016

### PRINCIPAL OFFICE ADDRESS

ADDRESS	8920 State Route 108, Suite D, Columbia, MD, 21045, USA
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### REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
CORPORATION SERVICE COMPANY	40 TECHNOLOGY PKWY SOUTH #300, Gwinnett, NORCROSS, GA, 30092, USA

### OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Geoff D. Krause	CFO	705 11th Avenue SW, Suite 300, Calgary, Alberta, T2R 0E3, CAN
John F. Elliott	CEO	705 11th Avenue SW, Suite 300, Calgary, Alberta, T2R 0E3, CAN
Robert W. Barlett	SECRETARY	8920 State Route 108, Suite D, Columbia, MD, 21045, USA

### AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Robert W. Barlett
AUTHORIZER TITLE	Officer



Brian P. Kemp  
Secretary of State



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

## Licensee Details

### Licensee Information

Name: Wayne Richard Pratt	Owner:
Address: 801 Asbury Drive	
Buffalo Grove IL 60089	

### Primary Source License Information

Lic #:	GCQA003499	Profession:	Residential/General Contractor	Type:	General Contractor Qualifying Agent
Status:	Active	Issued:	3/7/2012	Expires:	6/30/2016
Last Renewal Date:	6/24/2014	Secondary:			
Method:	Examination	From State/Prov:			

### Associated Licenses

Relationship:	Supervisor		
Licensee:	Wachs Valve & Hydrant Services, LLC	License Type:	General Contractor Company
License #:	GCCO003489	License Status:	Active
Established:	3/7/2012	Association Date:	12/30/2011
Type:	Prerequisite	Expiry:	

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: April 28, 2016 15:46:28

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.

[Close Window](#)

# Project Management Institute

THIS IS TO CERTIFY THAT

Georgia A. Curry

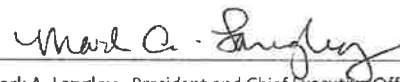
HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE  
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND  
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

## Project Management Professional

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Ricardo Triana • Chair, Board of Directors



Mark A. Langley • President and Chief Executive Officer

PMP® Number 1446984

PMP® Original Grant Date 19 August 2011

PMP® Expiration Date 18 August 2017





*This certifies that*

**Ryan McKeon**

*has met the standards for ethical conduct and professional practice as established by the  
GIS Certification Institute for recognition as a*

**Certified Geographic Information Systems (GIS)  
Professional (GISP)**

*and is therefore entitled to all the rights and privileges thereunder.*

*This grant of certification shall expire or be deemed inactive on 2/25/2020  
unless, by that date, the individual shall have successfully completed recertification.*

*Date of Initial Certification 2/25/2010*

*Certification Number 57506*

*Martin Roche*

*Martin Roche, GISP  
GISCI President*

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2016

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

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

PRODUCER <b>IMA, Inc. - Colorado Division</b> 1705 17th Street, Suite 100 Denver, CO 80202 303 534-4567	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED <b>Wachs Water Services</b> <b>Pure Technologies U.S. Inc.</b> 801 Asbury Drive Buffalo Grove, IL 60089	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>ACE American Insurance Company</b>	NAIC # <b>22667</b>
	INSURER B: <b>ACE Property &amp; Casualty Insuran</b>	<b>20699</b>
	INSURER C: <b>Liberty Mutual Fire Insurance C</b>	<b>23035</b>
	INSURER D: <b>Liberty Mutual Insurance Compan</b>	<b>23043</b>
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sudden & Accidental <input type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OGLG24995896	12/31/2015	12/31/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS1B71170821055	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			XOOG27240562002	12/31/2015	12/31/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2B71170821045 (Includes Stop Gap)	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab			EONG25566087002	12/31/2015	12/31/2016	Each Claim: \$5,000,000 Aggregate: \$5,000,000 SIR: \$250,000

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

Named Insureds: Wachs Valve and Hydrant Services, LLC

## Employee Benefits Liability:

\$2,000,000 each occurrence

\$2,000,000 aggregate

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

To Whom it May Concern

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

*LPM*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: OGLG24995896

COMMERCIAL GENERAL LIABILITY  
CG 02 24 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Number of Days' Notice** 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

GA East Point 2016-1585  
Contract for Water Valve Assessment Program

Subcontractor Listing

The Renee Group, Inc.  
3440 Oakcliff Road, Suite 112  
Doraville, GA 30340  
FEIN #: 58-2636182  
Contact: Aaron Jefferson, VP of Operations  
Phone Number: (470) 282-3851  
Email Address: [ajefferon@thereneegroup.com](mailto:ajefferon@thereneegroup.com)

Percentage of work under contract to be assigned: TBD

**Subcontractor E-Verify Affidavit Pursuant to O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with **O.C.G.A. § 13-10-91, et seq.** (the "Act") and **Chapter 300-10-1** of the **Rules of Georgia Department of Labor** (the "Rules"), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services or work as a Subcontractor under a Contract assigned to (Enter the Name of the Contractor below)  
The Renee Group, Inc.

on behalf of the **City of East Point Georgia** (the "City"), (1) has registered with; (2) is authorized to use; (3) is using; and (4) shall continue to use throughout the Contract Period the **Federal Work Authorization Program** commonly known as **E-Verify**, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in the Act and the Rules.

The undersigned Subcontractor further agrees that it shall contract for the physical performance of services or work in satisfaction of the Contract only with Sub-subcontractor(s) who present an **E-Verify Affidavit** to the undersigned Subcontractor with the information required by the Act and the Rules. The undersigned Subcontractor shall forward notice of the receipt of an **E-Verify Affidavit** from a Sub-subcontractor(s) to the Contractor named above within five (5) business days of receipt of the notice. If the undersigned Subcontractor receives notice that a Sub-subcontractor has received an **E-Verify Affidavit** from any other contracted Sub-subcontractor, the undersigned Subcontractor must forward, within five (5) business days of receipt of the notice, a copy of the notice to the Contractor named above.

The Subcontractor hereby attests that its **Federal Work Authorization User Identification Number** and date of authorization are as follows:

461205

Federal Work Authorization User Identification Number

12/30/2011

Date of Authorization

Name of Subcontractor: The Renee Group, Inc.

Suite / Street Address: 3440 Oakcliff Road, Suite 112

City, State, Zip: Doraville, Georgia 30340

Phone: (470) 282-3851

Email: ajefferson@thereneegroup.com

Water Valve Condition Assessment and Evaluation, and Minor Repair Program

City of East Point Solicitation Number and / or Name of City Project

I hereby declare under penalty of perjury that the foregoing is true and correct.


  
Signature of Authorized Officer or Agent

Aaron Jefferson, President of Operations

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

25th day of April, 2016

  
Notary Public

My Commission Expires

  
2017

## EXHIBIT B

### Statement of Work

#### RFP NO. 2016-1585 CONTRACT FOR A WATER VALVE CONDITION ASSESSMENT AND EVALUATION AND MINOR REPAIR PROGRAM FOR THE CITY OF EAST POINT, GEORGIA PART III – DETAILS OF SCOPE OF WORK / SERVICES

##### 1.0 PURPOSE FOR PROJECT

1.1 The purpose for this Project is to:

- ☐ inventory, document, integrate and analyze the location, operational and physical information of the City's valves;
- ☐ evaluate and improve the operability of valves in the City's water distribution system through hands-on field activities.
- ☐ Collect all of the data and deliver it to the City's GIS group in a format that is compatible with the City's existing data collection systems.

##### 2.0 PROJECT DESCRIPTION / DELIVERABLES

2.1 The Selected Service Provider must be able to develop, plan, and execute a program for the City's assigned system valves that must include each of the following individual tasks:

- ☐ Location of asset
- ☐ Inventorying of asset
- ☐ Inspection of asset
- ☐ Cleaning out of asset
- ☐ Assessment of asset
- ☐ Exercising of asset
- ☐ Operationally test
- ☐ Flushing asset
- ☐ Painting of asset
- ☐ Mark asset for identification
- ☐ Perform minor repairs (not requiring backhoe excavation) on asset
- ☐ Documenting asset's attributes and characteristics, and delivering the documentation to the City **no less than once a month** with the Selected Provider's invoice for services, or as the City stipulates.
- ☐ Creation of a deliverable and readable GIS database that meets the City's criteria, and delivering the updated data to the City **no less than once a month** with the Selected Provider's invoice for services, or as the City stipulates.

2.2 The Selected Service Provider must analyze the results of the Project and deliver a summary and quarterly asset report to the City **no later than once every three (3) months (quarterly)**, or as the City stipulates.

**2.3** The results of this Project must be used by the Selected Service Provider to evaluate, develop and deliver a criticality-based sustainable approach to the on-going and long-term asset management of the underground infrastructure in the City's water distribution system. This documentation must be prepared by the Selected Provider and submitted to the City in the **RFP NO. 2016-1585 CONTRACT FOR A WATER VALVE CONDITION ASSESSMENT AND EVALUATION AND MINOR REPAIR PROGRAM FOR THE CITY OF EAST POINT, GEORGIA PART III – DETAILS OF SCOPE OF WORK / SERVICES** following manner **no later than at the conclusion of the first twelve (12) months of service / work:**

- ☐ **One (1) original copy of documentation provided in a loose leaf binder**
- ☐ **Four (4) photocopies of the original documentation provided in a permanently bound manner that prevents the removal or insertion of pages**

**2.4** Information regarding **non-operable valves and out-of-position valves** must be conveyed to the City in a written format (email is acceptable) **no later than once a week.**

**2.5 Reference Part III, Subparagraph 6.10 for additional reports that are due on no less than a once a month basis.**

**2.6** The City estimates there are a total of approximately **2,150 valves** and **1,350 fire hydrants** in the City's system.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

**SUBJECT**

**PROVISION NUMBER**

ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	18
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	21
EMPLOYEES AS INSURED (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	22
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	17
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	19

**SECTION II - LIABILITY COVERAGE** is amended as follows:

**1. BROAD FORM INSURED**

**SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED** is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:
- (1) Is a partnership or joint venture; or
  - (2) Is an insured under any other automobile policy; or
  - (3) Has exhausted its Limit of Insurance under any other automobile policy.
- Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.
- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:
- (1) If there is similar insurance or a self-insured retention plan available to that organization;



- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

## 2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

## 3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

## 4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## 5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

## 6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

- (1) \$50,000; or
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

- E. This coverage extension does not apply to:

- (1) Any "auto" that is hired, rented or borrowed with a driver; or
- (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

## 7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

## 8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

## 9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

## 10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

## 11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

## 12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

## 13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

#### B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:**

**17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

**19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

## 20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

## SECTION V - DEFINITIONS is amended as follows:

### 21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

## COMMON POLICY CONDITIONS

### 22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



## NOTICE OF CANCELLATION

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium, fraud, or misrepresentation; or
- b) 60 days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Failure to provide notice under this endorsement will not affect the validity of the cancellation except as it relates to the person or organization listed below.

### NAME

Pure Technologies US Inc

### ADDRESS

Attn: Geoffery Krause  
3rd Floor, 705-11th Avenue SW  
Calgary AB T2R 0E3  
Canada

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2-B71-170821-045

Effective Date

Premium \$

Issued to Pure Technologies US Inc.

the Work under any awarded Contract is not an unusual nor extraordinary condition.

Any and all other terms, conditions, requirements, responsibilities and / or expectations contained in the original solicitation shall remain "as is", and shall not be altered, edited and / or changed in any manner by the inclusion of **ADDENDUM NUMBER 1** in the original solicitation package, except as specifically referenced in the addenda.

**END OF ADDENDUM NUMBER 1**

This is to acknowledge receipt of and adherence to ADDENDUM NUMBER 1, this  
10th day of May, 2016.

Cliff Wilson, Vice President

Printed Legal Name of Authorized Representative / Title





Signature of Authorized Representative / Date