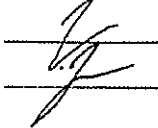
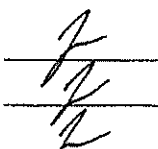
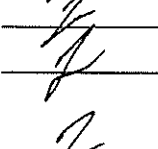
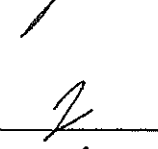
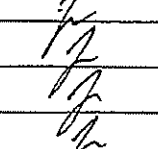
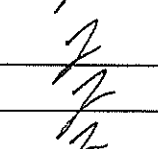
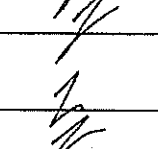
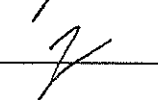




SECTION 00200

CHECK LIST FOR BIDDERS

1. Failure to submit any items on the checklist below, the receipt of which is mandated by N.J.S.A. 40A:11-23.2 will constitute cause for the Bid to be rejected."

<u>Item</u>	<u>Description of Item</u>	<u>Contract Section</u>	<u>Initial if Completed</u>
1	Bid Form	00300	
-	Bid Bond or Certified Check (Bid Guarantee Required by N.J.S.A. 40A:11-21)	00301	
3	Consent of Surety (N.J.S.A. 40A:11-22)	00302	
4	Surety Disclosure Statement & Certification	00302A	
5	Bidder's Affidavit	00303	
6	Non-Collusion Affidavit	00304	
7	Statement of Ownership (N.J.S.A. 52:25-24.2)	00305	
8	Affirmative Action Affidavit	00306	
9	If applicable, Acknowledgement of Receipt of Notices or Revisions or Addenda Of an Advertisement, Specifications or Changes to Bid Document Form	00307	
10	Certification of Nonsegregated Facilities	00308	
11	Certification of Bidder's Status	00309	
12	Bidder's Qualification Form	00400	
13	Subcontractor Listing (NJSA 40A: 11-16)	00401	
14	Business Registration Certificate (N.J.S.A. 52:32-44)	(00100, paragraph 1.30)	
15	Executive Order 117 Certification	(00100, paragraph 1.27)	
16	Public Works Contractor Registration	00402	
17	Certificate of Equal Opportunity	00403	
18	Certification of Affirmative Action Plan Contractors and Subcontractors	00404	
19	American Iron and Steel Certification	00405	
20	Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58)	00406	

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

Utility Service Co., Inc.

Name of Contractor

J
Signature of Representative

Print: Jonathan Cato

Title: VP of Tank Services

Date: 4/4/17

Note: This form is to help the bidder in preparing his proposal. All information must be filled out in this Section.

END OF SECTION



RESOLUTION OF BOARD OF DIRECTORS


OF

UTILITY SERVICE CO., INC.

BE IT RESOLVED that Jonathan Cato, Vice President of Tank Services, of Utility Service Co., Inc., is hereby authorized and empowered by the Board of Directors as of December 20, 2013 to execute any and all bid bonds, bid responses, and bid contracts on behalf of Utility Service Co., Inc.

UTILITY SERVICE CO., INC.

By:


Dominique Demessence
CEO

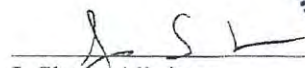
CERTIFICATE OF SECRETARY

OF

UTILITY SERVICE CO., INC.

I, J. Shane Albritton, as Secretary of Utility Service Co., Inc., do hereby certify that the above Resolution was duly proposed, adopted, and resolved, during a meeting of Utility Service Co., Inc., a corporation, on the 20th day of December, 2013.

So executed on the 20th day of December, 2013.


J. Shane Albritton



[Corporate Seal]

SECTION 00300

BID FORM

To: PASSAIC VALLEY SEWERAGE COMMISSION:

Bid Submitted For: CONTRACT NO. B-029A – FINAL CLARIFIERS PHASE III B
MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT

Pursuant to and in compliance with your Invitation to Bid and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Bidding Documents for the amount named in the proposal hereinafter described. In making this proposal the Bidder hereby declares that all provisions of Addenda which have been issued have been complied with in preparing bids.

Name of Bidder:

Utility Service Co., Inc.

Bidder:

Corporation

(Individual, Partnership, Corporation, Joint Venture; L.L.C. as case may be)

Bidder's Business Address:

535 Courtney Hodges Blvd., Perry, GA. 31069

Telephone No.: 478-987-0303 Fax No.: 478-987-9657

Date of Bid: 4/4/17

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual:

N/A

Residence of Individual:

(If Bidder is a Partnership, fill in the following blanks:)

Name and Title of Partner:

N/A

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of:

Georgia

Name and Residence of President:

Dominique Demessence

Name and title of person signing this bid form if not President (copy of authority to sign must be attached)

Jonathan Cato

VP of Tank Services

Name and Residence of Secretary:

Shane Albritton

535 Courtney Hodges Blvd., Perry, GA. 31069

(If Bidder is a Limited Liability Company, fill in the following blanks:)

Formed under the laws of the State of:

N/A

Name of Managing Member:

Name and title of person signing this bid form if other than Managing Member (copy of authority to sign must be attached)

The undersigned, as Bidder, declares that he/she is authorized to sign this Bid Form on behalf of Bidder ; that he/she has carefully examined the annexed proposed form of contract and bond and the drawings therein referred to; and that he proposes and agrees, if this proposal is accepted, to contract with the Passaic Valley Sewerage Commission (PVSC), in the form of the copy of the Contract deposited in the office of the PVSC, to perform all the work described in the Contract Specifications in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the sums, exclusive of all taxes, proposed herein.

If this proposal shall be accepted by the PVSC, and the undersigned shall fail to contract as aforesaid, as specified in the General Conditions according to the address herewith given, that the contract is ready for signature, then the PVSC may at their option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the certified check and/or Bid Bond and the proceeds thereof for Twenty thousand dollars (Bid Security) accompanying this proposal shall become the property of the PVSC and additionally the bidder shall be liable to PVSC for any and all damages accruing to PVSC by reason of said default; otherwise the accompanying check and/or Bid Bond, shall be returned to the undersigned.

Signature of Bidder with residence and business address:

Utility Service Co., Inc.
535 Courtney Hodges Blvd.
Perry, GA. 31069



Dated: 4/4/17

Corporate Seal:

Attest: SA

Name: Shane Albritton

Print: _____

Title: Secretary

Other (Specify): _____

THE BIDDER AFFIRMS AND DECLARES:

- A. That he has carefully examined the site of the work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the work; the character, quality and quantity of existing materials. All difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the work; the general and local conditions; and all other items and conditions which may, in any way, affect the work or its performance.
- B. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the prices.
- C. That the Bidder will execute work for the Allowance items as directed by the Engineer. It is also understood and agreed that the Final Contract Payment for allowance Items will be based upon such actual payments, and not on the approximate amount cited herein.
- D. That the Bidder declares the attached "Qualification Form" is in all respects a true and complete statement of the qualifications and financial condition of the Bidder.
- E. The price is exclusive of N.J. State and Federal Taxes.
- F. Prices shall also include all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.
- G. He shall maintain for the duration of the work to be done under this contract, insurance in the amounts specified in the Contract. Upon execution of the Contract, the contractor shall furnish all certificates of insurance as required and set forth herein.
- H. That he understands and agrees to the conditions for liquidated damages.
- I. Upon completion, inspection, and acceptance by P.V.S.C. of the work, CONTRACTOR shall turn over to P.V.S.C. the Maintenance Bond (Specification Section 00601) for the one (1) year Correction Period specified in the Contract Documents.
- J. The Bidder has clearly marked on the outside of the sealed envelope that contains his/her bid, the Bidder's name, contract name and number, and bid opening date.

DETERMINATION OF LOW BID. Determination of low bid will be made by comparing:

- A. Bids on the Lump Sum and Unit Price Items compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of the various items multiplied by the corresponding Unit Price, and including Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal, and will include the Allowance Items.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for

the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

- B. The Allowance Items are intended to provide for work that may later be determined to be necessary for this project. The use of Allowance Items will require prior approval by the owner.
- C. Any Alternative Item shall be awarded at the Owner's discretion. The awarding of alternative bid items, in addition to the base bid, may alter the apparent low bidder. The Owner's determination of the apparent low bidder shall be made based upon New Jersey Public Contract Law and Regulation, N.J.S.A 40A:11-1.

A BID ON CONTRACT NO. B-029A

FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT

CONTRACT BID ITEMS

ITEM	QUANTITY	LUMP SUM OR UNIT PRICE WRITTEN IN WORDS	BID PRICE WRITTEN IN FIGURES	
			Dollars	Cents
1	LUMP SUM	<p>CONCRETE RESURFACING AND PROTECTIVE LINING FOR ALL FINAL CLARIFIER WALLS (168,000 SF), INFLUENT CHANNELS (32,000 SF), KNEE WALLS AND COLUMNS (23,000 SF), TO INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE DEMOLITION AND INSTALLATION TO COMPLETE THE WORK.</p> <p align="center"><u>Warren Environmental</u> Specify approved coating to be used</p> <p>(Must be written in words)</p> <p>FOR <u>Eleven Million Three Hundred Thirty-One Thousand One Hundred Dollars & No/100</u> Dollars Cents</p>	\$11,331,100	00
2	1,200 LINEAR FEET	<p>PRESSURE GROUTING FOR CRACKS, TO INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT FOR THE REPAIRS.</p> <p>(Must be written in words)</p> <p>UNIT PRICE: <u>One Hundred Twenty-Five Dollars & No/100</u> x QUANTITY = Dollars Cents / Linear Feet</p> <p>(Total Bid Price for this item written in words):</p> <p><u>One Hundred Fifty Thousand Dollars & No/100</u> Dollars Cents</p>	\$150,000	00
3	1,200 SQUARE FEET	<p>FLOOR GROUT SPALL DELAMINATION REPAIR, TO INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND DEMOLITION FOR THE REPAIRS.</p> <p>(Must be written in words)</p> <p>UNIT PRICE: <u>One Hundred Twenty-Five Dollars & No/100</u> x QUANTITY = Dollars Cents / Square Feet</p> <p>(Total Bid Price for this item written in words):</p> <p><u>One Hundred Fifty Thousand Dollars & No/100</u> Dollars Cents</p>	\$150,000	00

A BID ON CONTRACT NO. B-029A

FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT

CONTRACT BID ITEMS

ITEM	QUANTITY	LUMP SUM OR UNIT PRICE WRITTEN IN WORDS	BID PRICE WRITTEN IN FIGURES	
			Dollars	Cents
4	300 SQUARE FEET	<p>CONCRETE SPALLING AND REBAR TREATMENT, TO INCLUDE ALL LABOR, MATERIAL, EQUIPMENT AND DEMOLITION FOR THE REPAIRS.</p> <p>(Must be written in words)</p> <p>UNIT PRICE: <u>Two Hundred Twenty Five Dollars & No/100</u> x QUANTITY = Dollars Cents / Square Feet</p> <p>(Total Bid Price for this item written in words):</p> <p><u>Sixty - Seven Thousand Five Hundred Dollars & No/100</u> Dollars Cents</p>	\$67,500	00
5	12 EACH	<p>SLUICE GATE AND ACTUATORS - INFLUENT VALVES, AND PLATFORMS TO INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT ALONG WITH PIPING REQUIRED.</p> <p>(Must be written in words)</p> <p>UNIT PRICE: <u>Eighty-One Thousand Two Hundred Fifty Dollars & No/100</u> x QUANTITY = Dollars Cents / Each</p> <p>(Total Bid Price for this item written in words):</p> <p><u>Nine Hundred Seventy-Five Thousand Dollars & No/100</u> Dollars Cents</p>	\$975,000	00
6	18,000 LINEAR FEET	<p>EXPANSION JOINT FOR FINAL CLARIFIERS, FLOORS, WALLS AND TROUGHS -- REMOVE AND REPLACEMENT, TO INCLUDE ALL LABOR, MATERIAL, EQUIPMENT FOR THE REPAIRS.</p> <p>(Must be written in words)</p> <p>UNIT PRICE: <u>Fifty Dollars & No/100</u> x QUANTITY = Dollars Cents / Linear Feet</p> <p>(Total Bid Price for this item written in words):</p> <p><u>Nine Hundred Thousand Dollars & No/100</u> Dollars Cents</p>	\$900,000	00

A BID ON CONTRACT NO. B-029A

FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT

CONTRACT BID ITEMS

ITEM	QUANTITY	LUMP SUM OR UNIT PRICE WRITTEN IN WORDS	BID PRICE WRITTEN IN FIGURES	
			Dollars	Cents
7	1,440 LINEAR FEET	<p>STAINLESS STEEL DEFLECTOR PLATE (NOTE: 12 CORNERS PER TANK) (10' X 1' X 1/4") INCLUDES ALL THE LABOR, MATERIAL, AND EQUIPMENT FOR THE INSTALLATION.</p> <p>(Must be written in words)</p> <p>UNIT PRICE: <u>Two Hundred Ten Dollars & No/100</u> x QUANTITY = Dollars Cents / Linear Feet</p> <p>(Total Bid Price for this item written in words):</p> <p><u>Three Hundred Two Thousand Four Hundred Dollars & No/100</u> Dollars Cents</p>	\$302,400	00
8	ALLOWANCE	<p>ALLOWANCE FOR ADDITIONAL MISCELLANEOUS CONCRETE RESURFACING, CONCRETE REPAIRS, FLOOR/GROUT REPAIRS, PRESSURE GROUTING, AND EXPANSION JOINT REMOVAL AND REPLACEMENT ALONG WITH REPAIRS, TO STEPS, WALKWAYS AND STRUCTURAL ELEMENTS, THAT INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT.</p> <p>FOR <u>FIVE HUNDRED THOUSAND ZERO</u> Dollars Cents</p>	\$500,000	00
9	LUMP SUM	<p>TARP CONTAINMENT (NEW EACH YEAR) – 09 97 26-3.01-D (TO BEGIN EVERY MARCH 1ST, THE LABOR, MATERIAL AND EQUIPMENT FOR THE INSTALLATION.</p> <p>(Must be written in words)</p> <p>FOR <u>Ninety Thousand Dollars & No/100</u> Dollars Cents</p>	\$90,000	00
10	LUMP SUM	<p>PMWEB – PROJECT MANAGEMENT: SOFTWARE, TRAINING, SUPPORT AND LICENSES DOCUMENT MANAGEMENT SYSTEM</p> <p>(Must be written in words)</p> <p>FOR <u>Thirty Thousand Eight Hundred Dollars & No/100</u> Dollars Cents</p>	\$30,800	00

A BID ON CONTRACT NO. B-029A

FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT

CONTRACT BID ITEMS

ITEM	QUANTITY	LUMP SUM OR UNIT PRICE WRITTEN IN WORDS	BID PRICE WRITTEN IN FIGURES	
			Dollars	Cents
11	LUMP SUM	<p>MOBILIZATION (As stated in NJAC 7:14-2.9)</p> <p>(Must be written in words)</p> <p>FOR <u>Three Hundred Ninety-Seven Thousand Dollars & No/100</u></p> <p align="center">Dollars Cents</p>	\$397,000	00
12	LUMP SUM	<p>ENVIRONMENTAL INFRASTRUCTURE PROJECT SIGN DETAILS (SPECIFICATION 01010-9)</p> <p>(Must be written in words)</p> <p>FOR <u>One Thousand Two Hundred Dollars & No/100</u></p> <p align="center">Dollars Cents</p>	\$1,200	00
13	ALLOWANCE	<p>FOR CONCRETE REPAIRS, RESURFACING AND COATING OF THE EFFLUENT LAUNDERS, REMOVAL AND REINSTALLATION OF FIBERGLASS WEIRS, TESTING/INSPECTION, ETC. COST SHALL INCLUDE ALL MATERIALS, EQUIPMENT, AND LABOR, IF AND WHERE DIRECTED.</p> <p>(Must be written in words)</p> <p>FOR <u>ONE MILLION ZERO</u></p> <p align="center">Dollars Cents</p>	\$1,000,000	00

ALTERNATIVE BID ITEM (SEE NOTE 3)

A-1	LUMP SUM	<p>FOR THE LINING OF EFFLUENT LAUNDERS/TROUGHS (202,000 SF), INSTALLATION OF CONTAINMENT, SURFACE PREPARATION, REMOVAL AND RE-INSTALLATION OF WEIRS, ETC WITH <u>SAUEREISEN</u> OR <u>WARREN ENVIRONMENTAL</u> PRODUCT.</p> <p><u>Warren Environmental</u></p> <p align="center">Specify approved coating to be used</p> <p>(Must be written in words)</p> <p>FOR <u>Six Million Six Hundred Eighty-Three Thousand Dollars & No/100</u></p> <p align="center">Dollars Cents</p>	\$6,683,000	
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A BID ON CONTRACT NO. B-029A

FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT

FINAL BID SHEET

➤ **BASE BID TOTAL ITEMS** (Sum of Item No. 1 through No. 13) (in Figures) \$ 15,895,000.00

Amount Written:

Fifteen Million Eight Hundred Ninety-Five Thousand Dollars and Zero Cents

➤ **ALTERNATIVE A-1 TOTAL ITEMS** (Sum of Item A-1) (in Figures) \$ \$6,683,000

Amount Written:

Six Million Six Hundred Eighty-Three Thousand Dollars and Zero Cents

TOTAL OF BASE BID + ALTERNATIVE BID A-1 (Sum of Base Bid and Alternative A-1 totals) (in Figures)

\$ 22,578,000.00

Amount Written:

Twenty-Two Million Five Hundred Seventy-Eight Thousand Dollars and Zero Cents

Notes:

- 1) The "Allowance" Item No. 8 is intended to provide for work that may later be determined to be necessary for this project that include Miscellaneous Concrete Resurfacing, Concrete Repairs, Pressure Grouting and Expansion Joint Removal and Replacement along with Repairs to Steps, Walkways and Structural Elements that includes all labor, material and equipment.

(SEE ADDITIONAL NOTES NEXT PAGE)

A BID ON CONTRACT NO. B-029A

FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT

FINAL BID SHEET

- 2) The “**Allowance**” **Item No. 13** is intended to provide for work that may later be determined to be necessary for this project that include Miscellaneous Concrete Repairs, Resurfacing and Coating of the Effluent Launderers/Troughs, Removal and Reinstallation of Fiberglass Weirs, Testing/Inspection, all labor, materials, and equipment.
- 3) Any and/ or all Alternative Bid Items shall be awarded at the OWNER’S discretion, and/or shall be subject to the availability of funds.
- 4) Written authorization by the OWNER for utilization of any part of the Allowance shall be required.
- 5) The OWNER reserves the right to omit or add to the construction any portion of the work heretofore enumerated or shown on the plans per Article 10 of the Standard General Conditions of the Construction Contract without claims for loss of anticipated profits.

SECTION 00301

BID BOND

Utility Service Co., Inc.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____, as Principal; and Travelers Casualty and Surety Company of America, _____ Surety, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of ^{Ten Percent of Amount Bid Not to Exceed Twenty Thousand Dollars} 10% NTE \$20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 4th day of April 20 17.

The condition of the above obligation is such that whereas the Principal has submitted to the Passaic Valley Sewerage Commission a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, to:

CONTRACT NO. B-029A – FINAL CLARIFIERS PHASE III MODIFICATIONS; FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT

NOW THEREFORE,

- A. If said Bid shall be rejected, or, in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of CONTRACT attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said CONTRACT, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its service shall be in no way impaired or affected by any extension of time within which the Principal may accept said Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: Utility Service Co., Inc.

By: _____

Jonathan Cato, VP of Tank Services

Surety: Travelers Casualty and Surety Company of America

by: _____

J. Karl Sherrill, Jr.
J. Karl Sherrill, Jr., Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

228661

Certificate No.

007080580

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anne Baker, J. Karl Sherrill, Jr., and Robert J. Allonier

of the City of High Point, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of December, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 28th day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

SECTION 00302

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Travelers Casualty and Surety Company of America (Name of Surety) corporation organized and existing under the laws of the State of Connecticut and licensed to do business in the State of New Jersey, certifies and agrees, that if CONTRACT NO. B-029A - FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT is awarded to Utility Service Co., Inc. undersigned corporation will execute the Bond or Bonds as required by the CONTRACT Documents and will become surety in the full amount of the CONTRACT price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection hence with.

Signature of Surety by: J. Karl Sherrill

Print Name: J. Karl Sherrill, Jr.

Title: Attorney-in-Fact

Address: 1400 Eastchester Drive

High Point, NC 27265

(To be accompanied by the usual proof of authority of officers of surety company to execute the same.)

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

228661

Certificate No. 007080581

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anne Baker, J. Karl Sherrill, Jr., and Robert J. Allonier

of the City of High Point, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of December, 2016.

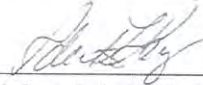
Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

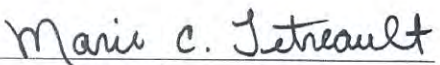
By:


 Robert L. Raney, Senior Vice President

On this the 28th day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.




 Marie C. Tetreault, Notary Public

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

The Travelers Indemnity Company, St. Paul Fire and Marine Insurance Company, Travelers Casualty and Surety Company, United States Fidelity and Guaranty Company, The Standard Fire Insurance Company, Travelers Casualty Insurance Company of America, Farmington Casualty Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Guardian Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company of America, surety(ies) on the attached bond, hereby certifies(y) the following:

- 1) Each surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2015** (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified by **KPMG LLP**, located at One Financial Plaza, Hartford, CT 06103-4103, in the Annual Audited Combined Financial Statements for the first eleven (11) companies below, and on a Stand-alone Annual Audited Financial Statement for the twelfth (12th) company below, all on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
The Travelers Indemnity Company	\$ 10,790,700	\$6,844,590,214
St. Paul Fire and Marine Insurance Company	\$ 20,000,000	\$5,563,272,481
Travelers Casualty and Surety Company	\$ 25,000,000	\$6,376,266,631
United States Fidelity and Guaranty Company	\$ 35,214,075	\$1,408,920,456
The Standard Fire Insurance Company	\$ 5,000,000	\$1,185,543,409
Travelers Casualty Insurance Company of America	\$ 6,000,000	\$585,954,715
Farmington Casualty Company	\$ 6,010,000	\$291,328,350
St. Paul Mercury Insurance Company	\$ 4,230,000	\$124,945,285
Fidelity and Guaranty Insurance Underwriters, Inc.	\$13,434,900	\$86,204,853
St. Paul Guardian Insurance Company	\$ 4,200,000	\$25,211,330
Fidelity and Guaranty Insurance Company	\$ 5,000,000	\$19,291,926
Travelers Casualty and Surety Company of America	\$ 6,480,000	\$2,103,595,788

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established therein on **July 1, 2016** (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
The Travelers Indemnity Company	\$684,459,000
St. Paul Fire and Marine Insurance Company	\$386,393,000
Travelers Casualty and Surety Company	\$398,134,000
United States Fidelity and Guaranty Company	\$140,892,000
The Standard Fire Insurance Company	\$118,554,000
Travelers Casualty Insurance Company of America	\$58,595,000
Farmington Casualty Company	\$29,133,000
St. Paul Mercury Insurance Company	\$12,495,000
Fidelity and Guaranty Insurance Underwriters, Inc.	\$8,620,000
St. Paul Guardian Insurance Company	\$2,521,000
Fidelity and Guaranty Insurance Company	\$1,929,000
Travelers Casualty and Surety Company of America	\$210,360,000

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 5 below exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Reinsurer

Address

Amount

The amount of the bond indicated under Item 5 below *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above.

and:

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under Item 4(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, **Eric B. Bruder**, as Attorney-in-Fact for the companies herein listed, corporations domiciled in Connecticut, Iowa, Maryland, Minnesota and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Eric B. Bruder
(Signature of certifying agent/officer)

Eric B. Bruder
(Print name of certifying agent/officer)

Vice President, Finance
Chief Financial Officer, Bond & Financial Products
(Title of certifying agent/officer)

Date: 5/8/2011

- 5) The amount of the bond to which the statement and certification is attached is \$ Ten Percent (10%) of Amount Bid Not to exceed Twenty Thousand Dollars (\$20,000.00), which *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above

CERTIFICATE

I, J. Karl Sherrill, Jr. (name of agent), as Attorney-in-Fact (title of agent) for the companies herein listed, corporations domiciled in Connecticut, Iowa, Maryland, Minnesota and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statement made by me is true, and ACKNOWLEDGE that, if the statement made by me is false, this bond is VOIDABLE.

J. Karl Sherrill, Jr.
(Signature of certifying agent/officer)

J. Karl Sherrill, Jr.
(Print name of certifying agent/officer)

Attorney-in-Fact
(Title of certifying agent/officer)

Date: April 4, 2017



SECTION 00303

BIDDER'S AFFIDAVIT

State of Georgia)

County of Houston)

ss:

Jonathan Cato being duly sworn, deposes and says that he resides at
535 Courtney Hodges Blvd Perry GA 31069 that he is the VP of Tank Services
of Utility Service Co., Inc. (Title)
(Name of Bidder)

who signed the above Proposal or Bid, that he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

Jonathan Cato
(Affiant)

Sworn to and subscribed before me

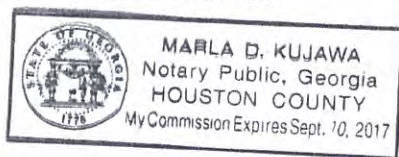
this 4th day of April, 2017

Marla D. Kujawa
Notary Public in and for

Houston County, Georgia

My Commission Expires

, 20



SECTION 00304

NON-COLLUSION AFFIDAVIT

Georgia
STATE OF NEW JERSEY, COUNTY OF Houston ss.:

I, Jonathan Cato, of the City of Perry in the
County of Houston and the State of Georgia of full age, being duly
sworn according to law on my oath depose and say that:

I am VP of Tank Services of the firm of Utility Service Co Inc the bidder
making the Bid for the above-named contract, and that I executed the said Bid with full authority
so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated
in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the within Contract; and that all statements contained in said Bid and in this
Affidavit are true and correct, and made with full knowledge that the Passaic Valley Sewerage
Commission relies upon the truth of the statements contained in said Bid and in the statements
contained in this Affidavit in awarding the Contract.

I further warrant that no person or selling agency has been employed or retained to solicit
or secure such Contract upon an agreement or understanding for a commission, percentage,
brokerage or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by the bidder for the purpose of securing business.

For breach or violation of this warranty the Owner shall have the right to annul the Con-
tract without liability or in its discretion to deduct from the Contract price or consideration the
full amount of such commission, percentage, brokerage or contingent fee.

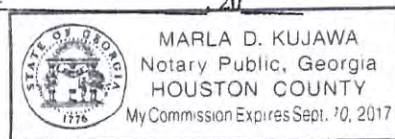
(Affiant)
Jonathan Cato
Sworn to and subscribed before me

this 4th day of April 20 17.

Marla D. Kuja
Notary Public in and for

Houston County, Georgia

My Commission Expires



SECTION 00305

STATEMENT OF OWNERSHIP

Under the provisions of the State Law (N.J.S.A. 52:25-24.2, Chapter 33 of the Laws of 1977), a Bidder must file a statement of ownership prior to or with the Bid. The statement must contain the names and addresses of all owners of ten percent (10%) or more of the stock of whatever class of the corporation, or the names of individual partners in the partnership, who own ten percent (10%) or greater interest in the partnership, as the case may be. In order for your Bid to be considered, you must list below the names and addresses of those meeting the criteria of the law:

Partners with 10% or greater interest.

If none, so indicate. Do not leave this space blank:

Name

Addresses

See attached Statement of ownership.

2. Owners of 10% or more of the stock of the corporation including stock of all classes.

If none, so indicate. Do not leave this space blank:

Name

Addresses

See attached Statement of ownership.

3. Owners of 10% or more of membership interest in limited liability company:

If none, so indicate. Do not leave this space blank.

Name

Addresses

N/A The entity bidding is a corporation.

4. If, under item 2, the name of a partnership, corporation or limited liability company is listed, list below the names of individual partners and/or stockholders of whatever class who own a 10% or greater interest in the partnership, corporation or limited liability company listed under item 2. Disclosure shall be continued until names and address of every non-corporate stockholder, individual partner or member exceeding the 10% membership criteria established in the cited statute has been listed:

If none, so indicate. Do not leave this space blank.

Names

Addresses

None. The ultimate parent company of Utility Service Co, Inc. is SUEZ SA, which is a publically traded company. There are no individual stockholders or non-corporate stockholders that own 10% or more of the company's outstanding stock.

Signature: _____

(person who signs Bid proposal)

Jonathan Cato, VP of Tank Services

NOTE: Your attention is directed to the fact that failure to complete the statement of ownership form is a non-waivable deficiency and the Commission in the event of non compliance are required as a matter of law to reject your Bid. All of the information requested is strictly required. Each question must be answered either by providing the requested information or if the answer to the question is "none", that must be written in. If required, attach additional sheets to list all names.

UTILITY SERVICE CO., INC.
STATEMENT OF OWNERSHIP

Utility Service Co., Inc. is a wholly-owned subsidiary of SUEZ Water Advanced Solutions, LLC. One hundred percent (100%) of the outstanding stock of Utility Service Co., Inc. is owned by SUEZ Water Advanced Solutions, LLC, but the ownership of the Utility Service Co., Inc. ultimately rests with SUEZ SA, which is a publicly traded company located in Paris, France. The ownership chain of Utility Service Co., Inc., and the addresses of the various entities in the ownership chain of Utility Service Co., Inc. are set forth below:

1. SUEZ Water Advanced Solutions, LLC (1230 Peachtree Street NE, Suite 1100, Atlanta GA 30309) is 100% owner of Utility Service Co., Inc. (1230 Peachtree Street NE, Suite 1100, Atlanta GA 30309);
2. Suez North America Inc. (461 From Road Paramus, NJ 07652) is 100% owner of SUEZ Water Advanced Solutions, LLC. (1230 Peachtree Street NE, Suite 1100, Atlanta GA 30309);
3. SUEZ Group SAS (Tour CB21, 16, place de l'Iris 92040 Paris La Défense Cedex) is 100% owner of Suez North America Inc. (461 From Road Paramus, NJ 07652); and
4. SUEZ SA (Tour CB21, 16, place de l'Iris 92040 Paris La Défense Cedex) is 100% owner of SUEZ Group SAS. (Tour CB21, 16, place de l'Iris 92040 Paris La Défense Cedex)

SECTION 00306

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with more than 50 employees)

Jonathan Cato, VP of Tank Services of the firm of Utility Service Co., Inc.
(name)

being sworn according to law on his oath deposes and says that:

1. I am authorized to make this affidavit on behalf of:

Utility Service Co., Inc.
(name of firm)

2. In addition an agreement to comply with an Affirmative Action Program for equal employment opportunity heretofore submitted as part of any pre-qualification statement, or under other conditions of this contract for a similar program, I/we do hereby further affirm that I/we will comply with the rules and regulations which will be promulgated by the State Treasurer as of the effective date therefor pursuant to the Affirmative Action Law (P.L. 1975, c. 127), as amended.

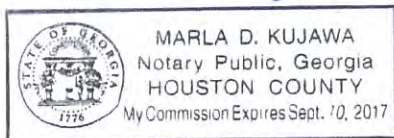
Jonathan Cato, VP of Tank Services
Name and Title

[Signature]
Signature of Authorized Representative

Subscribed and sworn to
before me this 4th

day of April 2017

Marla D. Kuja
Seal Notary Public of New Jersey



AFFIRMATIVE ACTION
AFFIDAVIT

00306-1

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with fewer than 50 employees)

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

1. I am _____, of the firm of _____, a bidder making a proposal upon

CONTRACT NO. B-029A - FINAL CLARIFIERS PHASE III
MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION
PROJECT

2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by the P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of _____, (City, Town, Borough) of _____ until an affirmative action plan is approved. I am also aware that the contract may be terminated and the _____, may be debarred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

Name and Title

Signature of Authorized Representative

Subscribed and sworn to
before me this _____

day of _____, 20__.

Seal Notary Public of New Jersey

AFFIRMATIVE ACTION
AFFIDAVIT

00306-2

SECTION 00307

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

PASSAIC VALLEY SEWERAGE COMMISSION

FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS
CONCRETE REHABILITATION PROJECT

(Name of Construction Project)

B-029A

(Contract No.)

The undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notices, revision or addendum. Note that the PVSC's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be submit for rejection of the bid.

Addendum No.	How Received (mail, fax, Pick-up, etc)	Date Received
1	Fax	3/24/17

Acknowledgement by bidder:

Name of Bidder: Utility Service Co., Inc.

By Authorized Representative:

Signature: Printed Name and Title: Jonathan Cato, VP of Tank ServicesDate: 4/4/17

ADDENDUM NOTES AND MODIFICATIONS TO THE
PASSAIC VALLEY SEWERAGE COMMISSION
CONTRACT NO. B-029A SPECIFICATIONS IN CONJUNCTION WITH THE CONTRACT
DOCUMENTS FOR THE
FINAL CLARIFIERS PHASE III-B MODIFICATIONS: FINAL CLARIFIERS CONCRETE
REHABILITATION PROJECT

Addendum No. 1

March 23, 2017

Addendum No. 1, consisting of 2 pages, is hereby made part of the Contract Documents. Please note that the following additions and changes to the Contract Documents are now part of the bid submissions and should be governed accordingly. All page numbers noted are referenced to the Project Specification Book unless otherwise noted.

Acknowledgment of receipt of this addendum must be made by email or fax. In addition to this, the accompanying acknowledgment form must be signed and stapled to the bid pages upon submittal.

I. Revisions to the Contract Specifications

Section 00100; page 00100-3; 1.07 Contract Time: revise "The numbers of days within which, or the dates by which, the Work is to be substantially completed (the Contract Time) are 978 days or October 25, 2019 as set forth in the Contract Documents." to read "The number of days within which, or the dates by which, the Work is to be substantially completed (the Contract Time) is 1,272 calendar days as set forth in the Contract Documents."

Note: This is correcting a consistency error, not a change to the project schedule.

PASSAIC VALLEY SEWERAGE COMMISSION

CONTRACT NO. B-029A

FINAL CLARIFIERS PHASE III-B MODIFICATIONS: FINAL CLARIFIERS CONCRETE
REHABILITATION PROJECT

ADDENDUM NO. 1

Receipt Acknowledged

Bidders must acknowledge receipt of this addendum by signing below and returning via fax:
(516) 364-9045 or email: aweisner@db-eng.com, and stapling this page to the back of the Bid Sheets.

Bidder: Utility Service Co., Inc.

Legal Name of Person, Partnership, Joint Venture or Corporation

By: Maria J. Kujawa


Date: 3/24/17

SECTION 00308

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.


Signature

4/4/17
Date

Jonathan Cato
Name and Title of Signer (Please Type)

VP of Tank Services

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

SECTION 00309

CERTIFICATION OF BIDDER'S STATUS ON
THE STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

STATE OF Georgia
COUNTY OF Houston

I, Jonathan Cato ^{Perry} of the City of, in the State of, Georgia

full age, being duly sworn according to law on my oath depose and say that:

I am VP of Tank Services of the firm of Utility Service Co., Inc. the
bidder making the Bid for the above named project; that I executed the said Bid, this
affidavit and all other bidding documents with full authority to do so; and that said bidder
is not now at the time of submission of this bid included on the State of New Jersey
Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____
Deponent's Signature

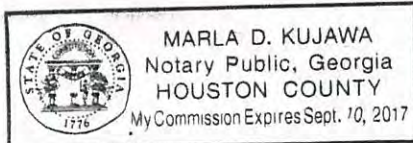
Date: 4/4/17

Jonathan Cato, VP of Tank Services
Deponent's Printed Name and Title

Subscribed and sworn to _____

before me this 4 day of April, 2017.

Marla D. Kujaawa
Notary Public of
My Commission expires _____, 20____.



SECTION 00400

BIDDER'S QUALIFICATION FORM

1. Name of Contractor Utility Service Co., Inc.
2. How many years experience have you had in construction work of the same general type as this Contract? 20+
3. Give information about the construction experience of the principals of your present organization who will be involved in the Contract:

Individual's Name	Present Position in Organization	Years of Construction Experience	Size and Type of Work	Proposed Position For This Contract
<u>See attached reference package</u>				

4. Give information about your present contract workload, or contracts to which you are committed:

Contract Price	Type of Construction	Location Of Work	Percentage Complete	Expected Completion Date	Name and Phone No. of Owner
<u>See attached reference package</u>					

5. Has your organization, or any other partner thereof, failed to complete a construction contract? yes ☒ no
6. Provide five (5) references of projects similar in scope and size to that required under this Contract. Give only engineers, architects or owner's representatives for whom you have done similar work.

Name Business Address Telephone Project

See attached reference

7. Is any litigation pending or threatened against your organization?

none

8. Has your organization been denied award of any construction project where it was the lowest bidder? yes

If yes, give details: Each year Utility Service Co., Inc. submits over (300) three hundred bids for construction projects. As you may expect, with this many bids proposals there is the occasional project that is not awarded, even when we are the low bidder. There are many factors that can contribute to this, such as: low bid being over budget, all bids being rejected, pricing preference for local contractors, etc.

9. Give as reference a surety company or companies regarding your organization's financial responsibility and general reliability:


Name of Surety Company Travelers Casualty & Surety Co. of Amer. ca
Name of Local Agent (if different) Marsh + McLennan

Local Address: 1400 East Chester Drive
High Point, NC 27265

Telephone 336-899-2403

Person familiar with Bidder's account: Karl Sherrill

10. Give the names and telephone numbers of personnel in your organization authorized to participate in discussions of the proposed contract

<u>Name</u>	<u>Telephone</u>
<u>Jonathan Cato</u>	
<u>Dalton Harris</u>	
<u>Dean Marantis</u>	

SECTION 00401

SUBCONTRACTOR LISTING

Failure to complete this Section is cause for the bid to be rejected (See NJSA 40A:11-16).

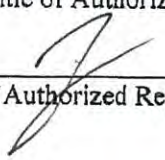
Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work. If not applicable or N/A if no subcontractor is used in a given category, please clarify below (boxes should not be left blank).

WORK CATEGORY	NAME	ADDRESS
Plumbing	N/A	N/A
Electrical	N/A	N/A
Structural Steel	N/A	N/A

(Attach additional pages as required)

NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where more than one subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive.

Jonathan Cato, VP of Tank Services
Name and Title of Authorized Representative


Signature of Authorized Representative



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	U.S.C., INC.
Trade Name:	UTILITY SERVICE CO
Address:	535 GEN COURTNEY HODGES BL PERRY, GA 31069
Certificate Number:	1145183
Effective Date:	April 26, 2005
Date of Issuance:	February 27, 2017

For Office Use Only:
20170227113752738

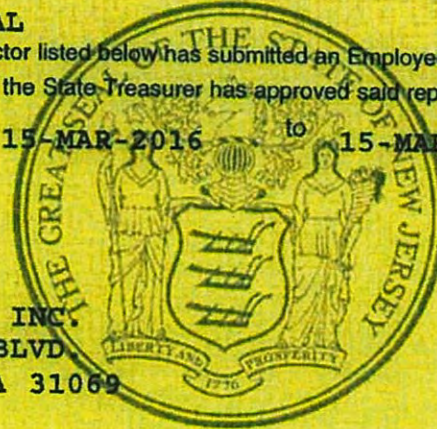
Certification 50452
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-MAR-2016 to 15-MAR-2019

UTILITY SERVICE CO., INC.
535 COURTNEY HODGES BLVD.
PERRY GA 31069



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer



State of New Jersey
Department of the Treasury
Division of Purchase and Property
Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification ☐**

Part 1: Business Entity Information

Full Legal Business Name Utility Service Co., Inc.
(Including trade name if applicable)

Address 535 Courtney Hodges Blvd.

City Perry State Ga Zip 31069 Phone 478-987-0303

Vendor Email bid.department@utilityservice.com Vendor FEIN (SS# if sole proprietor/natural person) [REDACTED]

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- ☒ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholder of a PC**

Dominique Demesence, CEO

Fernando Almirall, Treasurer

Shane Albritton, Secretary

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

- 1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

- 2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Add a Contribution

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

- (A) ☒ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
2. **All reportable contributions made by or attributable to the business entity have been listed above.**

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

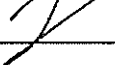
4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name  Print Name Jonathan Cato
Title/Position VP of Tank Services Date Apr 4, 2017

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

SECTION 00402

PUBLIC WORKS CONTRACTOR REGISTRATION

1. In accordance with "The Public Works Contractor Registration Act," P.L., 1999, c238 (N.J.S.A. 34:11 - 56.48 et seq.) amended by P.L. 2003, C091

"No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c150 (C34:11 - 56.26) unless the contractor is registered pursuant in this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c238 (C34:11 - 56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor is registered pursuant to that act." (N.J.S.A./ 34:11 - 56.51)"

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L., 1963, c.150, (C.34:11 - 56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor defined herein" (N.J.S.A./ 34:11 - 56.50)

2. Proof of registration is required before an award can be made:

"Each contractor shall, after the bid is made and prior the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section." (N.J.S.A. 34:11-56.55)

3. On and after August 16, 2003 Contractors and their listed subcontractors bidding on covered work shall provide proof of the required registration prior to the contract award. [As practical matter, proof of registration should be submitted with the Bid]
4. By signing this form, the Contractor certifies that they shall provide proof of the required registration prior to the contract award.

(Signature)

(Date)

Jonathan Cato, VP of Tank Services

(Name and Title of Signer -
Please Type)

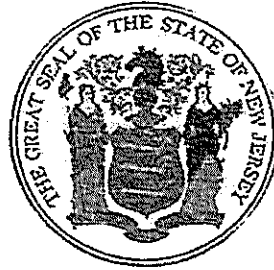
END OF SECTION

PUBLIC WORKS CONTRACTOR
REGISTRATION

00402-1

Certificate Number
639466

Registration Date: 09/08/2016
Expiration Date: 09/07/2018



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

2016
U.S.C., Inc.

Responsible Representative(s):

John Flaughner, President
Donald Belcher, Vice-President
Jerry Shane Albritton, Secretary

Responsible Representative(s):

Paul Meschino, Vice-President
Marcos Ruiz, Vice-President
Fernando Almirall, CFO

A handwritten signature in black ink, appearing to read "AR. Fichtner".

Aaron R. Fichtner, Ph.D. Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
CERTIFICATE OF AUTHORITY

UTILITY SERVICE CO., INC.

Doing Business As

U.S.C., INC.

0100867959

*I, the Treasurer of the State of New Jersey,
do hereby certify that the above-named
Foreign Corporation (DBA) organized under
the laws of Georgia, has complied with all
the requirements of Title 14A of the New
Jersey Statutes, and that the business or
activity of said Foreign Corporation (DBA)
to be carried on within the State of New Jersey
is such as may be lawfully carried on by a
Foreign Corporation (DBA) filed under the
laws of this State for similar business or activity.
The Certificate of Authority was duly filed
December 28th, 2001.*

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
4th day of January, 2002



A handwritten signature in dark ink, appearing to read "Peter R. Lawrance".

Peter R Lawrance
Acting State Treasurer

SECTION 00403

CERTIFICATE OF EQUAL OPPORTUNITY

To: Utility Service Co., Inc.
Name of Union or Organization of Workers

The undersigned currently hold contract(s) numbered B-029A with
Passaic Valley Sewage Commission which has received funds from the New Jersey Environmental Infrastructure Trust or
(a) subcontract(s) with a prime contractor of the (grantee).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with the President's Executive Orders 11246 and 11375, the undersigned is obliged not to discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The undersigned will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Orders 11246 and 11375.

Jonathan Cato, VP of Tank Services
Contractor or Subcontractor

4/4/17
Date

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

- END OF SECTION -

00403-1

SECTION 00404

CERTIFICATION OF AFFIRMATIVE ACTION PLAN
FOR
CONTRACTOR AND SUBCONTRACTORS

Bidder's Name: Utility Service Co., Inc.


Address: 535 Courtney Hodges Blvd., Perry, GA. 31069

The Bidder hereby certifies that it shall comply with and shall require its subcontractors to comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law Against Discrimination (N.J.S.A. 10:5 et seq.) and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27-1 et seq.

An affirmative action plan for construction contractors and subcontractors shall consist of the following elements:

1. Provisions in the construction contract containing language required by N.J.A.C. 17:27-3, 4(a) and N.J.A.C. 17:27-7.4, or
2. 41 CFR Part 60-2 and any existing Federally approved or sanctioned affirmative action program.

Jonathan Cato, VP of Tank Services 4/4/17
(Date)

(Signature) 

SECTION 00405

AMERICAN IRON AND STEEL CERTIFICATION

The Contractor acknowledges to and for the benefit of the Passaic Valley ("Purchaser") and the New Jersey (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ACKNOWLEDGEMENT BY BIDDER:

Utility Service Co., Inc.
Name Bidder

Jonathan Cato, VP of Tank Services
Name and Title By Authorized Representative

Signature of Authorized Representative

4/4/17
Date

- END OF SECTION -

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: Utility Service Co., Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pd/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☒ I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: OR
- ☐ I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____

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

Full Name (Print): Jonathan Cato Signature: _____

Title: VP of Tank Services Date: 4/4/17

00406-1



COMPANY PROFILE

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

In 2008, Utility Service Co., Inc. was acquired by SUEZ, expanding our capabilities and resources with additional global resources, technologies, information systems and solutions necessary to address the current challenges facing U.S. water and wastewater utilities. By leveraging the knowledge and lessons learned from SUEZ and our sister companies around the world, we are able to offer even greater innovative solutions. As part of our mission to address critical water resource challenges facing the planet, we deliver advanced service solutions to minimize capital and operational expenses, improve system operations and performance, extend the useful life of utility assets and improve water quality.

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

We help utilities manage increasing regulations and operational costs by assuming the risk of maintaining assets and providing a predictable annual cost. In addition to our asset maintenance programs, we offer services focused on improving water quality, such as mixers and THM removal systems, our patented Ice Pigging technology to clean and scour pipes with little risk to infrastructure and minimal service interruption and our AQUADVANCED software that optimizes water system operations by providing a centralized view of distribution networks, service calls and system performance in real time.



To ensure our program will maintain the highest level of water quality and operational efficiencies, SUEZ will collaborate with operators and managers to execute the required services. The success of our maintenance program is driven by collaboration, where our customers and SUEZ team together to maintain assets. Our comprehensive model allows the transfer of risk and accountability to SUEZ to successfully maintain tanks with a plan allowing our customers to plan and budget effectively.

Reference Packet



Utility Service Co., Inc.

535 COURTNEY HODGES BLVD.

P.O. BOX 1350

PERRY, GA 31069

Phone (478) 987-0303

Fax (478) 987-9657

To Whom It May Concern:

Utility Service Co., Inc. is a Georgia corporation that was established in North Carolina in November of 1990. We have operated under this name since incorporated. We coat over 10,000,000 square feet of steel and concrete every year and maintain potable water tanks for over 4,500 customers throughout the United States. We will generate \$200M in revenue in 2017, and we are the prime contractor on over 98% of our projects.

We work on turn-key projects with specifications provided by the Owner's engineer, or our specifications negotiated prior to the signing of a contract. We seldom request additional monies on a job, or initiate change orders effecting the work or costs of a tank project. We have never failed to complete a project and we have never been involved in litigation as a plaintiff against an Owner or Engineering Firm.

Utility Service Co., Inc. does business with the following bank:

BBVA Compass Bank
5085 Westheimer Rd., Ste 4700
Dallas, TX 77056

Bonding Company:

Travelers Casualty and Surety Company of America, Bond & Financial Products
One Tower Square
Hartford, CT 06183

Agent:

Senn, Dunn, Marsh, Roland
PO Box 5969
High Point, NC 27265

Bonding Capacity: >\$10,000,000

This packet contains a selection of project references out of many which are currently under construction or have been recently completed.

Respectfully submitted,

Officers:

Dominique Demessence – CEO

Fernando Almirall – Treasurer

Shane Albritton – Secretary

Key Personnel:

Don Belcher – Senior Vice President - Operations

Jonathan Cato – Vice President of Tank Services

Rob Weaver – Health & Safety Manager

Angelo Missos – Assistant Regional Manager

Dean Marantis – Service Center Manager

Project References

Raleigh, NC

Freese and Nicholes, Inc.

1017 Main Campus Drive, Suite 1200 Raleigh, NC 27606

Renovation of twelve secondary clarifiers including coating application of interior concrete and steel with mechanical modifications.

Contract Amount: \$3,200,000

Under Construction – Estimated Completion is Summer 2018

San Francisco, CA

San Francisco Public Utilities Commission (Issaiah Njissang)

750 Phelos St CMB Trailer San Francisco, CA 94124

Rehabilitation of 4,000 linear feet of large chlorine contact channels at the Southeast Water Pollution Control Plant.

Contract Amount: \$4,500,000

Under Construction – Estimated Completion is Fall 2017

Fairfield, CT

Aquarian Water Company of Connecticut

7 D Scott RD Hampton, NH 03842

Interior and exterior renovation of a 8.0 MG ground storage water tank.

Contract Amount: \$4,500,000

Completion: July 2016

Wyandotte, MI

Wyandotte Municipal Services, MI

3200 Biddle Avenue, Suite 200 Wyandotte, MI 48192

Full renovation of sixteen water filter basins including filter media replacement; water treatment plant plumbing and electrical upgrades.

Contract Amount: \$3,818,435

Completion: February 2016

East Brunswick, NJ

East Brunswick Water Authority

Interior and exterior renovation of a 1.0 MG hydropillar water storage tank.

Contract Amount: \$1,200,000

Completion: December 2016

Project References

Mahwah, NJ

Town of Mahwah, NJ

Interior and exterior renovation of a 3.0 MG concrete ground storage tank.

Contract Amount: \$520,000

Completion: December 2016

Eastman WWTP, GA

L&L Utilities

746 Robert Webb Rd Dublin GA, 31027

Rehabilitation of interior concrete walls and floor at the Influent Screen/Parshall Flume structure and at the Influent Splitter Box structure; rehabilitation of protective coating of ductile iron header in digester.

Contract Amount: \$80,000

Completion: March 2016

El Segundo, CA

Public Works Department – Engineering Division

400 Lomita ST El Segundo, CA 90245

Interior and exterior renovation and significant repairs of 200,000 elevated tank; washout two ground tanks.

Contract Amount: \$810,800

Completion: February 2015

Avon, CT

Avon Water Company, CT

14 West Main St Avon, CT 06001

Interior and exterior renovations of a 750,000-gallon concrete tank and a 400,000-gallon concrete tank.

Contract Amount: \$570,000

Under Construction

Vista, CA

Vista Irrigation District, CA

1391 Engineer St Vista, CA 92081

Interior rehabilitation of a 250,000-gallon concrete tank.

Contract Amount: \$200,000

Completion: May 2016

Ripley, TN

Ripley Gas, Water, and Waste Water Department, TN

116 Church Street Ripley, TN 38063

Interior and exterior renovation of a 400,000-gallon concrete clarifier.

Contract Amount: \$125,000

Completion: January 2015

Project References

Sandersville, GA

Thiele Kaolin Company, GA [REDACTED]
520 Kaolin Rd Sandersville, GA 31082
[REDACTED]

Renovation of multiple concrete slurry tanks, sumps and grates.

Contract Amount: \$500,000

Completion: April 2015

Newport Chemical Depot Reuse Authority (Hillsdale, IN)

Burns & McDonnell Engineering Co., Inc. [REDACTED]
1431 Opus Place, Suite 400 Downers Grove, IL 60515
[REDACTED]

Interior and exterior renovation of a 100,000-gallon elevated water tank with lead abatement and full containment.

Contract Amount: \$493,700

Completion: November 2015

SECTION 00500

CONTRACT NO. B-029A
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AGREEMENT

FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE
REHABILITATION PROJECT

THIS AGREEMENT, made and executed this ____ day of _____, 20__, by and between the PASSAIC VALLEY SEWERAGE COMMISSION, a corporate body politic of the State of New Jersey, hereinafter called the "OWNER", acting through its Chairman, and _____, a corporation chartered under the laws of the State of _____ partnership, _____ individual with _____ principal offices at _____ hereinafter called the "CONTRACTOR". OWNER and CONTRACTOR, in consideration of the mutual covenants, hereinafter set forth, agree as follows:

Article 1 - Work

In consideration of the payments to be made as hereinafter provided, and of the performance by OWNER of all the matters and things to be performed by OWNER and herein provided; CONTRACTOR agrees, at its own sole cost and expense, to perform all the labor and services and to furnish all labor, materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, all the Work as specified, described or indicated in the Contract Documents, as defined herein and Addenda within the time hereinafter specified and in accordance with the terms, conditions and provisions of the Contract Documents and Addenda.

Article 2 - ENGINEER

The Project has been designed by PVSC, ENGINEERING DEPARTMENT, 600 WILSON AVENUE, NEW JERSEY, NEW JERSEY, 07105, who are hereinafter called ENGINEER and who are to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 - Contract Times

The CONTRACTOR shall commence work on the day specified in the Notice to Proceed. TIME BEING OF THE ESSENCE of this Contract. The CONTRACTOR shall prosecute the work diligently and uninterruptedly, at a rate to ensure completion sufficient for final acceptance of all work within 1,272 consecutive calendar days from the day of the CONTRACTOR's receipt of the

written Notice to Proceed. THE CONTRACTOR shall comply with all provisions in the Contract Documents regarding intermediate times of completion of construction.

The CONTRACTOR shall complete certain minimum amounts of work under this Contract by specified times as shown in the following Schedule of Intermediate Completion Times.

Intermediate Completion Time, In Consecutive Calendar Days Contractor's Receipt of Written Notice to Proceed	Minimum Percentage Dollar Value of Work to be Completed Under the Contract (Percentage of Completion)
June 2017 to September 2017	17%
April 2018 to September 2018	50%
April 2019 to September 2019	83%
April 2020 to June 2020	100%

Time is of the essence for final completion of all work within the time period starting from the CONTRACTOR's receipt of the Notice to Proceed and for intermediate completion of the work by the above Intermediate Completion Times.

Article 4 - Contract Price

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds at the prices agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

Article 5 - Payment Procedures

OWNER will make partial payments on account of the Contract in accordance with the provisions of Article 14 in the General Conditions.

Article 6 - CONTRACTOR's Representations

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance of or furnishing of the Work.
- 6.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

- 6.3 CONTRACTOR is financially solvent and is experienced and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be performed or furnished by him.

Article 7 - Liquidated Damages and other DAMAGES

The OWNER and CONTRACTOR recognize that TIME IS OF THE ESSENCE of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3, plus any extensions thereof allowed in accordance with the General Conditions. Because some of this damage is difficult or impossible to calculate or estimate, the parties agree that the Contractor shall pay OWNER liquidated damages in the amounts set forth in the Contract Agreement in lieu of the above stated actual damage. The Contractor agrees that as liquidated damages (but not as a penalty) for delay beyond the Contract Times specified in Article 3 above, (Exclusive of Additional) architectural/engineering services as provided for below, the Contractor shall pay the Owner for:

- 7.1 Each and every calendar day that the Contractor is not in compliance with the Contract Times and Milestones, the sum of Three Thousand Dollars (\$3,000.00), which sum is hereby agreed upon, not as a penalty but as liquidated damages, which the parties hereto have agreed to be proper and reasonable, and which the Owner will suffer by reason of such default. The Owner shall assess liquidated damages on each of the contract milestones given in Article 3. The Owner reserves the right to retain and/or release liquidated damages until the Contractor has corrected the delay in the schedule or has met subsequent milestones.
- 7.2 In addition to liquidated damages the CONTRACTOR shall pay to the OWNER all costs incurred by the OWNER for additional architectural and engineering services required as a result of the delay. This amount, above and beyond the specified liquidated damages amount, shall be determined by and be equal to the actual architectural and engineering services invoices received by the OWNER. Copies of such invoices will be provided to CONTRACTOR. CONTRACTOR shall pay to the OWNER via reduction made by owner from the CONTRACTOR monthly payment request the full amount of each invoice. If unpaid contract balance is insufficient to reimburse OWNER the additional architectural and engineering services invoice amount, CONTRACTOR shall pay OWNER directly any amount not covered by deductions from the contract balance within 30 calendar days from the CONTRACTOR's receipt of a copy of each invoice from the OWNER.
- 7.3 In the event the Contractor by delay or otherwise has caused Owner damages beyond the amount specified in the liquidated damage provision of any contract between the Owner and Contractor, the Owner shall have the right to seek damages for said additional monies and shall not be limited by any said liquidated damage provision for the amount to be recovered. In addition, the Owner shall have the right to withhold from monies due or to become due the Contractor an amount sufficient to completely pay for said additional damages.

Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Article 12 of the General Conditions. Further, that CONTRACTOR shall, furnish OWNER the required notification of such delays in accordance with Article 12 of the General Conditions.

Article 8 - Contract Documents

The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 1) Invitation To Bid.
- 2) Instructions To Bidders.
- 3) Bid and any post Bid documentation submitted prior to the Notice of Award.
- 4) This Agreement and Notice to Proceed.
- 5) Construction Performance Bond, Construction Payment Bond and other required Bonds.
- 6) Certificate of Insurance.
- 7) Standard General Conditions, EJCDC Document C700, 2007 edition.
- 8) Supplementary Conditions.
- 9) Specifications (as listed in Table of Contents).
- 10) All drawings (Site and Traffic) inclusive.
- 11) Addenda numbers _____ to _____, inclusive.
- 12) Any modification, including Change Orders, duly delivered after execution of Agreement.

Article 9 - Miscellaneous

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 This Agreement shall be construed in accordance with the laws of the State of New Jersey.

9.5 CONTRACTOR agrees that:

- A. It hereby voluntarily and irrevocably submits itself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Agreement located within the State of New Jersey in which any litigation is brought based on or arising out of this Agreement.
- B. Any legal process or notice connected with any litigation may be served on CONTRACTOR by United States registered mail, postage prepaid, addressed to CONTRACTOR at its address stated in this Agreement for the furnishing of notices to CONTRACTOR or at CONTRACTOR's last known address, and that service in such manner shall constitute good and valid service of process upon CONTRACTOR.
- C. CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph "B" immediately above, invalid service of process, and that it will duly enter its appearance in any such action.
- D. This Agreement may be presented in court as conclusive evidence of the foregoing agreement.

IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL)

BY: [Signature]

ATTEST BY: Joseph F. Kelly
PASSAIC VALLEY SEWERAGE COMMISSION

CONTRACTOR NAME

BY: _____
CONTRACTOR

(SEAL)

ATTEST BY: _____
CONTRACTOR

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.



(CORPORATE SEAL)

Utility Service Co., Inc.
NAME OF CORPORATION:

BY: [Signature]
Nathan Cato, SVP Line of Business

ATTEST BY: [Signature]
Shane Libbitt, Secretary

(ADD TYPED OR PRINTED NAMES OF OFFICER AND ATTESTING WITNESS)

Date: _____

Bond Number: 106748020

SECTION 00600
PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Utility Service Co., Inc., as Principal and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, as surety, are held and firmly bound unto the Passaic Valley Sewerage Commission as hereinafter set forth, in the full and just several sums of:

- (a) \$15,895,000.00 (One hundred percent (100%) of the amount of the contract) for faithful PERFORMANCE of the Contract No. B-029A – FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE REHABILITATION PROJECT;
- b) \$15,895,000.00 (One hundred percent (100%) of the amount of the contract) for PAYMENT of labor and materials

Signed this _____ day of _____ 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named principal did on the _____ day of _____, 20__, enter into a contract with the Passaic Valley Sewerage Commission, which said contract is made a part of this bond the same as through set forth herein; NOW, if the said principal shall sell and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward performing or undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the said Utility Service Co., Inc. as principal has caused its corporate seal to be hereto affixed and these presents to be signed by its _____ and attested by _____ its _____ and the said Travelers Casualty and Surety Company of America as surety, has caused its corporate seal to be hereto affixed and these presents to be signed by its Attorney-in-Fact and attested by its Witness to Surety this _____ day of _____ 20__.

By:

Principal: Jonathan Cado, SRP Lines Business

Surety: J. Karl Sherrill, Jr., Attorney-in-Fact

Attest:

Shaye Albrighton, Secretary

Attest:

Anne Baker, Witness to Surety



00600-1

Bond Number: 106748020

SECTION 00601

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS; that we Utility Service Co., Inc., hereinafter
called Principal, as Principal, and Travelers Casualty and Surety Company
of America, a corporation of the State of
Connecticut, hereinafter called Surety, as Surety, are held and firmly bound unto

Passaic Valley Sewerage Commission, hereinafter called

Fifteen Million Eight Hundred Ninety Five Thousand
Obligee in the sum of and 00/100 ----- DOLLARS, lawful money
of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the
payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20____

WHEREAS, the Principal entered into a contract with the said Obligee, dated _____

_____ for Contract No. B-029A - Final Clarifiers Phase III B Modifications:

Final Clarifiers Concrete Rehabilitation Project and

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and
acceptance of said contract and

WHEREAS said contract was completed and accepted on the _____ day of
_____, 20____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
remedy, without cost to the Obligee, any defects which may develop during a period of three (3)
from the date of completion and acceptance of the work performed under the contract, caused by
defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be
and remain in full force and effect.

Attest:

Utility Service Co., Inc.

Shane Britton, Secretary

By:

Principal

Jonathan Cato, SVP Line of Business

Attest:

Travelers Casualty and Surety Company of America

Anne Baker, Witness to Surety

By:

Surety

J. Karl Sherrill, Jr., Attorney-in-Fact

00601-1



Bond Number: 106748020

SECTION 00602

ENVIRONMENTAL MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Utility Service Co., Inc.

535 Courtney Hodges Boulevard, Perry, GA 31069

(Name of Contractor)

(Address of Contractor)

a Corporation

Corporation, Partnership or Individual

hereinafter called Principal, and Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

hereinafter called Surety, are held and firmly bound unto

Passaic Valley Sewerage Commission

(Name of Owner)

600 Wilson Avenue, Newark, NJ 07105

(Address of Owner)

hereinafter called OWNER, in the penal sum of Eighty Seven Thousand Five Hundred & 00/100

dollars \$ 87,500.00, in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

CONTRACT NO. B-029A

FINAL CLARIFIERS PHASE III B MODIFICATIONS: FINAL CLARIFIERS CONCRETE
REHABILITATION PROJECT

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice of the Surety and during the one year guaranty period, and during the one year following the guaranty period, and if he shall satisfy all claims and demands incurred under such contract with respect to Environmental sections of the Specifications and shall fully indemnify and save harmless the OWNER from all costs and

damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts,
(number)

each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Utility Service Co., Inc.

(Principal)

[Signature]
(Principal) Secretary Sheneal Britton



BY:

Jonathan Cato, SVP Line of Business

535 Courtney Hodges Boulevard

(Address)

Perry, GA 31069

Witness as to Principal

535 Courtney Hodges Boulevard

(Address)

Perry, GA 31069

Travelers Casualty and Surety Company of America

(Surety)

ATTEST:

By:

J. Karl Sherrill, Jr.
Attorney-In-Fact J. Karl Sherrill, Jr.

Witness as to Surety

Anne Baker

1400 Eastchester Drive

(Address)

High Point, NC 27265

(Address)

1400 Eastchester Drive, High Point, NC 27265

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is all partners should execute BOND.

The Environmental Maintenance Bond shall be supplied in the amount of \$25,000 or 50% of the bid price for the materials needed to fulfill the environmental specifications, whichever is greater, when the contract documents are finalized.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 228661

Certificate No. 007080741

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anne Baker, J. Karl Sherrill, Jr., and Robert J. Allonier

of the City of High Point, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of December, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 28th day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.