

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548670  
**Bid/RFP Title:** REPAIR WATER TOWER UNIVERSITY OF RHODE ISLAND (37 PGS)

**Opening Date & Time:** 5/14/2014 11:30 AM

**RIVIP Vendor ID #:** 71659  
**Vendor Name:** UTILITY SERVICE CO., INC  
**Address:** 535 COURTNEY HODGES BLVD  
PERRY , GA 31069  
USA

**Telephone:** 4789-987-0303  
**Fax:** 478-987-9657  
**E-Mail:** tmbisping@utilityservice.com  
**Contact Person:** TONY MARIE BISPING  
**Title:** BIDCOORDINATOR  
**R.I. Foreign Corp #:**

**NOTICE TO VENDORS**

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 – REQUIREMENTS**

**ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.**

## Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested. Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

## SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

## SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
12. I/we certify that the above vendor information is correct and complete.



# BID BOND

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

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**CONTRACTOR:**

*(Name, legal status and address)*

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

**SURETY:**

*(Name, legal status and principal place of business)*

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

**OWNER:**

*(Name, legal status and address)*

Rhode Island Department of Administration  
Division of Purchases  
One Capital Hill, Second Floor  
Providence, RI 02908

**BOND AMOUNT:** Five Percent of Principal's Bid (5%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Repair Water Tower University of Rhode Island  
Bid # 7548670

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of May

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Utility Service Co., Inc.

(Principal)

(Seal)

(Witness) Cristyl Smith

(Title) Jonathan Cato, VP of Tank Services

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

  
(Witness) Anne Baker

  
(Title) J. Karl Sherrill, 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. 226972

Certificate No. 005724924

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 B. Theodore, J. Karl Sherrill, Jr., Robert J. Allonier, and Pressley A. Ridgill, Jr.

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 5th day of December, 2013.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of December, 2013, 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public



**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

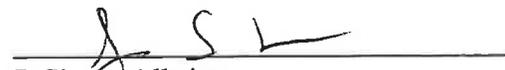
**CERTIFICATE OF SECRETARY**

**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 20<sup>th</sup> day of December, 2013.

So executed on the 20<sup>th</sup> day of December, 2013.

  
J. Shane Albritton

[Corporate Seal]

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>UTILITY SERVICE COMPANY, INC</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) <b>P O BOX 674233</b>	Requester's name and address (optional)
City, state, and ZIP code <b>DALLAS, TX 75267-4233</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
			-				-		
Employer identification number									
5	8	-	1	9	2	0	9	8	9

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person    Date ▶ 2/17/13

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Solicitation #: 7548670

Solicitation Title: Repair Existing Water Tower URI

**BID FORM**

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder: Utility Service Co., Inc.  
\_\_\_\_\_  
Legal name of entity  
535 Courtney Hodges Blvd. Perry, GA 31069  
\_\_\_\_\_  
Address (street/city/state/zip)  
Jonathan Cato jcato@utilityservice.com  
\_\_\_\_\_  
Contact name Contact email  
478-987-0303 478-987-9657  
\_\_\_\_\_  
Contact telephone Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 96,131

\_\_\_\_\_  
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

Ninety-six Thousand One hundred thirty-one dollars

\_\_\_\_\_  
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1:       N?A       \$ \_\_\_\_\_

No. 2: \_\_\_\_\_ \$ \_\_\_\_\_

No. 3: \_\_\_\_\_ \$ \_\_\_\_\_

Total Allowances: \$ \_\_\_\_\_

Solicitation #: 7548670

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- **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: 4/30/14

Addendum No. 2 dated: \_\_\_\_\_

Addendum No. 3 dated: \_\_\_\_\_

2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

*Check "Add" or "Subtract."*

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 1: \_\_\_\_\_

\$ N?A  
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Solicitation #: 7548670

Solicitation Title: Repair Existing Water Tower URI

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 2: \_\_\_\_\_

\$ \_\_\_\_\_

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(amount *in words* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 3: \_\_\_\_\_

\$ \_\_\_\_\_

(alternate amount *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(alternate amount *in words* printed electronically, typed, or handwritten legibly in ink)

**3. UNIT PRICES (see attached)**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Unit Price No. 1: see attached \$ \_\_\_\_\_

Unit Price No. 2: \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price No. 3: \_\_\_\_\_ \$ \_\_\_\_\_

**4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: 1 JULY

Solicitation #: 7548670

Solicitation Title: Repair Existing Water Tower URI

- Substantial completion: 1 SEPT
- Final completion: 1 OCT

**5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$ NONE.

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**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.**

**The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

**BIDDER**

**Date:** 5/14/14

Utility Service Co., Inc.  
Name of Bidder

Jonathan Cato, VP of Tank Services  
Signature in Ink

71659  
Printed name and title of person signing on behalf of Bidder #

Bidder's Contractor Registration Number

**URI Water Tower Repair  
 BID FORM Unit Pricing**

<b>Service</b>	<b>Hourly Rate</b>
Labor	\$1000
Administrative	\$1000
Foreman	\$1000
Laborer	\$1000
Other	\$1000
Other	\$1000
Material (itemize)	Cannot exceed manf. list price
ANY AND ALL	COST PLUS 200%
Equipment (itemize)	Cannot exceed manf. list price
ANY AND ALL	COST PLUS 200%

## 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 paint more than 1200 plus tanks per year and maintain potable water tanks for over 4,500 customers throughout the United States.

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  
Houston, TX 77056  
Contact: Lupe Brown  
(214) 346-2763

**Bonding Company:**

Travelers Casualty and Surety Company of America, Bond & Financial Products

**Agent:**

Senn, Dunn, Marsh, Roland  
PO Box 5969  
High Point, NC 27265  
Phone: (336) 878-7800  
Bonding Capacity: >\$6,000,000

Equipment, personnel, jobs completed, and other references are listed on attachments to this submittal. Jobs in progress are too numerous to list (>\$5,000,000).

Respectfully submitted,

**Officers:**

Dominique Demessence – CEO

John Flaughner - President

Fernando Almirall – Treasurer

Shane Albritton – Secretary

**Key Personnel:**

Don Belcher – Senior Vice President - Operations

Jonathan Cato – Vice President of Tank Operations

David Waters – Health & Safety Manager

**Bonding Company:**

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

**Agent (Bonds and Insurance):**

Karl Sherrill, Jr.  
Senn, Dunn, Marsh & Roland  
PO Box 5969  
High Point, NC 27265  
Phone: (336) 878-7800

Bonding Capacity: >\$6,000,000

**Major Equipment Owned**

**Quantity**

**Description**

Six	40,000 C.F.M. Dust Collectors
Four	20,000 CFM Dust Collectors
Six	Titan Industrial Vacuum Units
Thirty	T.E.P.E. containment Systems
Seven	Decontamination Clean-Up Units
Forty	22-ton bulk sand trailers
Twelve	Road Tractors
Four	ARS Steel Grit Recycling Units
Two	ADI Steel Grit Recycling Units
Five	Versablast Faster Blasters

## Completed Projects

### **Chanute AFB (Rantoul, IL)**

Environmental Chemical Corporation – Prime Contractor

Amer Faihan 303-298-7607

WT44 Tank – 300k EST, Exterior SP6/91/N69/1074 Class 1 containment w/ lead removal; Interior SP10/Z/140/140; significant welding repairs

WT120, 122, 968 – demolition of three elevated water storage tanks

Contract Amount: \$822,190

Completion Date: December 2012

### **Blue Ridge Water Assoc. (Hays, NC)**

Municipal Engineering Services (Jim Woodie, P.E.)

919-772-5393

Airport Road Tank – 100k EST, Interior SP10/Z/140/140, Exterior PW/spot 135/1028/1028

Contract Amount: \$66,300

Completion Date: December 2012

### **City of Friend, NE**

Kirkham Michael (Scott Schmoker, PE)

812-295-2800

10<sup>th</sup> Street Tank – 250k Ped; Interior Wet SP10/94/N140/N140; Interior Dry SP6/94/N140; Exterior SP6/94/1075/700 with containment

Contract Amount: \$205,400

Completion Date: December 2012

### **Greenville, SC**

URS Corporation (Nathan Ward, P.E.)

803-254-4400

Hilldale Tank – 500k GST, Exterior SP6/91/1075/700 Class 1 containment w/ lead removal; Interior SP10/Z/140/140; substantial welding repairs on roof, vent, hatch, manhole, etc..

Contract Amount: \$271,900

Completion Date: December 2012

### **Greenville, SC**

URS Corporation (Nathan Ward, P.E.)

803-254-4400

Reservoir #3 – 8MG GST; Exterior overcoat

Contract Amount: \$77,300

Completion Date: November 2012

### **City of Jasper, IN**

Midwestern Engineers (Derick Wiggins, PE)

812-295-2800

North Tank – 1MG STP; Interior SP10/94/N140/N140; Exterior SP6/91/1075/700 with containment; moderate welding repairs; Tideflex Mixing System

Contract Amount: \$367,100

Closed SR: November 2012

## Completed Projects

### **Huntingburg, IN**

Ladd Engineering, Inc. (Garry Ladd, P.E.)

765-482-9219

West Tank – 1.4MG GST; Interior SP10/Z/22; Exterior touchup only; PAX Install PWM400/PCC405 (with electrical & SCADA)

Contract Amount: \$244,600

Completion Date: November 2012

### **City of Marietta, GA**

Atkins North America, Inc (John Sims, PE)

770-422-1902

Redwood Tank - 500k EST; Interior SP10/91/N140/N140; Exterior overcoat 135/1028; moderate welding repairs

Contract Amount: \$154,200

Completion Date: October 2012

### **City of Salina, KS**

Martha Tasker – Director of Utilities

785-309-5725

Wyatt Tank – 1MG EST; Interior SP10/94/N140/N140; Exterior touch up 135/1028; moderate welding repairs

Gypsum Hill Tank – 500k EST; Interior SP10/94/N140/N140; moderate welding repairs

Key Acres Tank – 500k Ped; Interior SP10/94/N140/N140; Exterior overcoat 1028; moderate welding repairs

Markely Tank – 500k Ped; Exterior overcoat 1028.

Contract Amount: \$421,500

Completion Date: October 2012

### **Rolla Municipal Utilities, MO (Rolla, MO)**

Vicki Cason, PE – Staff Engineer

573-364-1572

Hy Point #1 Tank – 200k EST; Interior SP10/91/N140/N140; Exterior SP6/91/73/700

Contract Amount: \$262,900

Completion Date: July 2012

### **City of Golden, MS**

Cook Coggin Engineers (Mark Weeden, PE)

662-842-7381

75k EST; Interior SP10/91/N140/N140; Exterior overcoat 135/1074U; moderate welding repairs

Contract Amount: \$122,800

Completion Date: January 2012

## Completed Projects

### **City of Bentonville, AR**

Dean Button

479.271.3140

3MG Ground Storage Tank; Interior SP10/Zinc/Epoxy/Epoxy; Few welding repairs.

Contract Amount: \$178,900

Closed Project: June 2011

### **City of Evansville, IN**

Ja'maal Charles

812.421.2120

3 Tanks; ; 500KG Pedisphere/1.5MG Composite/500KG Elevated; Interior SP10/Epoxy/Epoxy/Epoxy; Exterior Overcoat Epoxy/Urethane/Urethane. Few welding repairs.

Contract Amount: \$317,184

Work Completed: December 2011

### **City of Tupelo, MS**

Cook Coggin Engineers, Inc (Mark Weeden, PE)

662.842.7381

Mitchell Rd 500KG Elevated Storage Tank; Interior SP10/Zinc/Epoxy/Epoxy; Exterior Overcoat Epoxy/Urethane; Few welding repairs.

Contract Amount: \$136,000

Work Completed: December 2011

### **City of Fort Bliss, TX**

Mirador Enterprises, Inc (Ralph Lopez)

915.546.4111

150KG Elevated Storage Tank; Exterior SP10/Epoxy/Urethane; Lead Containment.

Contract Amount: \$175,000

Work Completed: December 2011

**Completed Projects**

**City of Cincinnati, OH**

City of Cincinnati (Josh Waldroff)

513-591-7874

Exterior and interior blast and paint Cherry Grove tank, 2MG GST

Contract Amount: \$480,000

Completion Date: Aug 2010

**City of Marshall, IL**

Francis Associates (Jason Goble)

217-465-5306

Exterior and interior blast and paint one 500,000 gallon pedisphere tank and one 500,000 gallon elevated tank

Contract Amount: \$274,160

Completion Date: Aug 2010

**City of Clarksville, TN**

Rye Engineering (Seth Rye)

931-289-2300

Interior and exterior renovation of the College Street tank

Contract Amount: \$325,400

Completion Date: February 2010

**City of Philadelphia, PA**

Ed Kaewvichien

215-685-2120

1.5MMG elevated tank with full interior and exterior renovation with Class 1A containment

Contract Amount: \$2,612,500

Completion Date: July 2010

**Winchester Municipal Utilities, KY**

Black & Veatch (Dan Kay)

513-931-5129

Interior and exterior renovation of the Industrial Park tank

Contract Amount: \$668,000

Completion Date: November 2010

## Completed Projects

### **City of Montgomery, AL**

CH2M Hill (Chris Griffin) [Chris.Griffin@CH2M.com](mailto:Chris.Griffin@CH2M.com)

334-271-1445 ext 707

3MMG hydropillar – interior and exterior lead abatement with drape containment

Contract Amount: \$891,000

Completion Date: May 2008

### **City of Rogers, AR**

CB&I (Pat Askins, P.E.) [PAskins@CBI.com](mailto:PAskins@CBI.com)

205-678-9224

Full interior and exterior renovation of a 2MMG hydropillar with drape containment

Contract Amount: \$518,000

Completion Date: October 2008

## **CURRENT PROJECTS UNDER CONSTRUCTION**

We have a large number of current projects in progress. We have listed a few for you.

### **City of Irving, TX**

Deltatek Engineering (John Fields)

469.374.9800

Northwest Tank – 1MG Hydro; Interior Wet SP10/94/141; Exterior SP6/94/1075/700 with containment and repairs.

Contract Amount: \$611,375

### **Columbus Water Works, GA**

Krebs Engineering (Jason Dearing)

205.987.7411

Kelley Hill Tank – 500k Elevated; Interior Wet SP10/N140/N140/N140 with deleading; Exterior SP6/94/N69/1074U with lead containment and repairs.

Contract Amount: \$382,000

### **City of Pass Christian, MS**

A. Garner Russell & Associates (Bob Escher)

228.863.0667

East End Tank – 300k Elevated; Interior Wet SP10/94/N140/N140; Exterior SP10/94/66/1074U with lead containment and repairs.

Contract Amount: \$340,000

**CURRENT PROJECTS UNDER CONSTRUCTION (continued)**

**Albertville, AL**

KREBS (Scott Lee, P.E.)

205-987-7411

Beulah Tank – 200k EST, Exterior SP6/3 coat wet blast; Interior SP10/3 coat; typical repairs

Mary Tank – 2.3MG GST, Exterior pressure wash 2 coat; Interior SP10/3 coat; typical repairs

Contract Amount: \$344,600

**Florence, SC**

URS Corporation (Nathan Ward, P.E.)

803-254-4400

Otis Way Tank – 500k EST, Exterior SP6/3 coat Class 2A containment w/ lead removal; Interior SP10/3 coat; typical repairs, graphic logos

Contract Amount: \$329,550

## Trade References

**Tnemec Co., Inc.**

Dean Drehoff

Atlanta, GA

770-242-9605

**Sherwin Williams**

Jim Ratliff

Global Account Manager

501-679-6648

**Reed Minerals, Inc.**

Abrasives

David Dewitt

Memphis, TN

901-789-1573

**Eagle Industries, Inc.**

Containment Systems

Mark Coulon

New Orleans, LA

800-266-8246