



Proposal to Provide
2020 Wastewater Plant
Biosolids Removal

to the



City of Waterford

April 15, 2020



435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com



APRIL 15, 2020

City Waterford

City Hall
101 E Street
Waterford, CA 95386

Re: 2020 Wastewater Plant Biosolids Removal

Ladies and Gentlemen:

Synagro-WWT, Inc. (Synagro) is pleased to respond to the City of Waterford's Invitation to Bid for the 2020 Wastewater Plant Biosolids Removal Project. We have enclosed for your review our completed bid package.

Having been in business for over 40 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 33 states. We provide ongoing residuals management services to numerous water and wastewater treatment plants throughout California and have the personnel and resources in place to successfully complete this project for the City.

Synagro appreciates this opportunity. Should you have any questions regarding our submittal, please contact me at (650) 333-0729 or jpugliaresi@synagro.com. We look forward to hearing from you soon.

Warm regards,

John Pugliaresi

John Pugliaresi
Senior Area Sales Manager

JP:jc

PROPOSAL TO CITY OF WATERFORD
DEPARTMENT OF PUBLIC WORKS
FOR THE CONSTRUCTION OF

PROJECT NO. 2020-06
2020 WASTEWATER PLANT
BIOSOLIDS REMOVAL

WATERFORD, CALIFORNIA



NAME OF BIDDER Synagro-WWT, Inc.
BUSINESS P.O. BOX N/A
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS 435 Williams Court, Suite 100
(Please include even if P.O. Box used)
CITY, STATE, ZIP Baltimore, MD 21220
TELEPHONE NO: AREA CODE (650) 333-0729
FAX NO: AREA CODE (443) 489-9042
CONTRACTOR LICENSE NO. 801688

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the Federal prevailing wage rates or), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications and Drawings for the City of Waterford, dated January, 2014, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions and site plan for the work to be done are included in this document.

Receipt of copies of the following addenda(s) is hereby acknowledged.

Addendum No.	Bidders Signature	Date
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bids are to be submitted for the entire work necessary to construct those items listed in the "Contractor's Bid" sheet (P-3). The amount of the bid for comparison purposes will be the total of all items of the base bid and any combination of the bid alternates.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case

of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

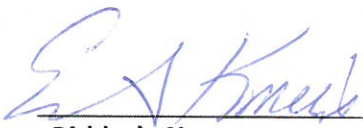
The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Waterford, and that discretion will be exercised in the manner deemed by the City of Waterford to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Waterford respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Waterford within 14 calendar days, not including legal holidays, after the bidder has received notice from the City of Waterford that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Waterford.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Waterford in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, 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 therefore the following prices, to wit:

CONTRACTOR'S BID

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	LS @	<u>\$44,800⁰⁰</u> =	<u>\$44,800⁰⁰</u>
2.	Removal, Transport and Disposal of Biosolids	120	Dry Tons @	<u>\$1,000⁰⁰</u> =	<u>\$120,000⁰⁰</u>
				TOTAL BID =	<u>\$164,800⁰⁰</u>



Bidder's Signature
Emil Kneis

Sales Support Manager Synagro-WWT, Inc.
Title **Company Name**

March 12, 2020

Delegation of Authority

FROM: Matt Robertson, Chief Commercial Officer

TO: Emil Kneis, Sales Support Manager

In consideration of the closing of our corporate office in response to the COVID-19 pandemic and in anticipation of continued disruption in normal company procedures, I, Matt Robertson as Chief Commercial Officer of Synagro Technologies, Inc. and all of its affiliates and subsidiaries, hereby delegate to you, Emil Kneis, authority to sign binding bids and awarded contracts as an officer or as an authorized person. Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.



Matt Robertson

3/12/2020

Date



CITY OF WATERFORD
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Synagro - WWT, Inc., 435 Williams Court, Ste 100, Baltimore, MD 21220

as Principal, and

Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830

as Surety are bound unto the City of Waterford, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for **2020 Wastewater Plant Biosolids Removal** for which bids are to be opened at Waterford City Hall on **April 15th, 2020**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is bought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: March 30th, 20 20

Synagro - WWT, Inc.

Principal

Berkley Insurance Company

Surety

By

Annette Audinot Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of ~~XXXXX~~ New Jersey

City/County of Morris SS

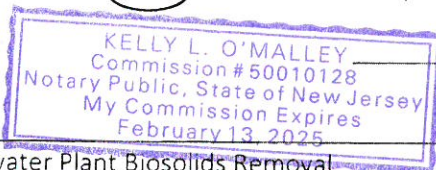
On this 30th day of March in the year 20 20 before me

Kelly O'Malley, personally appeared Annette Audinot

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)



Kelly O'Malley

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Maryland }

County of Baltimore }

On April 13, 2020 before me, Constance A. Reynolds, Notary Public
(Here insert name and title of the officer)

personally appeared EMIL KNEIS
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Constance A. Reynolds
Notary Public
Anne Arundel County, Maryland
My Commission Expires
September 28, 2023

WITNESS my hand and official seal.

Constance A. Reynolds

Notary Public Signature (Notary Public Seal)
My Commission Expires:

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kristin S. Bender; Annette Audinot; Kelly O'Malley; April D. Perez; Jessica Iannotta; or Megan Schlueter of Marsh USA, Inc. of Morristown, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11th day of July, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 11th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of March

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET DECEMBER 31, 2019 (AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	9,464,380
Common & Preferred Stocks		4,216,035
Cash & Short Term Investments		828,890
Premiums Receivable		1,771,259
Other Assets		<u>3,613,986</u>
<u>Total Admitted Assets</u>	\$	<u>19,894,550</u>

Liabilities & Surplus

Loss & LAE Reserves	\$	10,255,713
Unearned Premium Reserves		2,815,353
Other Liabilities		<u>810,422</u>

Total Liabilities \$ 13,881,488

Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,914,492
Unassigned Surplus		<u>3,055,560</u>

Total Policyholders' Surplus \$ 6,013,062

Total Liabilities & Surplus \$ 19,894,550

Officers:

President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Treasurer: Ann Marie Collins
Asst. Treasurer: Susan Paula Tingleff

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Ira Seth Lederman
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

The Bidder shall list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 7 (c) (2) "Required Listing of Proposed Subcontractors," of the Standard Specifications.

LIST OF SUBCONTRACTORS

<u>Name, Address, License #, DIR #</u>	<u>Description of Work Subcontracted</u>
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Jess Ranch Trucking	Transportation
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1886 Northgate Dr, Manteca, CA 95336	
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DIR # 1000007356	
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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO
CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE
A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Synagro-WWT, Inc., proposed subcontractor Jess Ranch Trucking, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF WATERFORD

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **801688**

Entity **CORP**

Registered Name **SYNAGRO - W W T INC**

Classification **A**

Expiration Date **12/31/2021**

www.cslb.ca.gov



State of California
Secretary of State

CERTIFICATE OF STATUS
FOREIGN CORPORATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **22nd day of December, 1988, SYNAGRO-WWT, INC.**, a corporation organized and existing under the laws of **Maryland**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in this State; and

That the above corporation is entitled to transact intrastate business in the State of California as of the date of this certificate, however, subject to any licensing requirements otherwise imposed by the laws of this State; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 23, 2008.



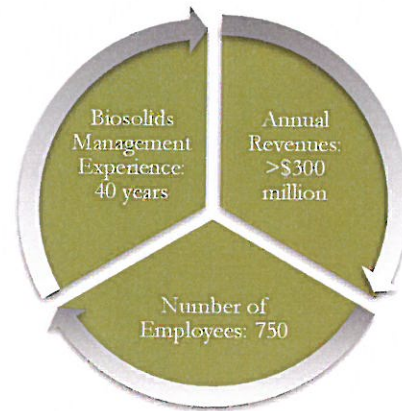
Debra Bowen

DEBRA BOWEN
Secretary of State

Company Profile



Synagro's core business purpose is focused on the management of municipal biosolids, including project development, operations, and biosolids product recycling. This focus has resulted in Synagro being North America's leading provider of high-quality, cost-effective biosolids management and beneficial use services. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled.



Synagro annually manages over 12 million tons of biosolids and other organic by-products for more than 650 generators (including 600 municipal clients). Synagro employs a team of over 700 professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its various subsidiaries, have been at the forefront of the environmental movement to safely process and beneficially market organic residual materials.

Synagro offers virtually all commercially viable processing options and product marketing channels for biosolids and organic residuals including:

- Heat drying and pelletization
- Incineration
- Composting
- Alkaline stabilization
- Digestion
- Dewatering (installation & operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Rail transportation
- Product marketing

This ability to offer the complete range of biosolids options is unique to Synagro and allows us to develop projects that fit a municipality's unique needs. In addition, this breadth of experience provides us with an in-depth understanding of biosolids that other companies simply do not possess.

As the industry leader in providing various forms of project delivery options, we have extensive experience developing and managing biosolids facility design-build-own-operate (DBOO) projects. We currently operate 11 heat-drying facilities, three thermal processing facilities, six composting facilities, over a dozen alkaline stabilization facilities, and approximately 70 permanent and mobile dewatering facilities.

Synagro is owned by EQT, a Swedish private equity firm with over \$20 billion in assets under management, and is part of EQT Infrastructure II, a fund with a hard cap of over \$2 billion. This fund is dedicated to creating improved value through investing capital and support resources to companies like Synagro that provide vital infrastructure services. EQT is a strong, stable, financial partner with a stellar performance history and an emphasis on long-term, sustainable investment.





SYNAGRO ADVANTAGE

When it comes to dredging, you need a partner you can trust. And for a growing number of corporations and municipalities around the country, that partner is Synagro.

Our renowned expertise is a key factor, and our investment in infrastructure lets customers know we're dedicated to doing things right.

Consider that Synagro:

- Maintains a fleet of mobile dredges pumps, high flotation dozers and hydraulic excavators to perform its dredging work;;
- Repairs and installs engineered synthetic and clay liners;
- Can repair and/erect new berms after cleaning; and
- Can provide complete turnkey services when appropriate, or personalized solution systems when desired.

CLEAN. PROTECT. SAVE.

Finding forward-thinking, cost-conscious and environmentally responsible methods for dredging can seem like a challenge. Synagro offers a clear-cut and cost-effective dredging solution that protects the planet. It's a proven, effective way to address issues related to stabilization, oxidation, sedimentation and polishing and offers a thorough, comprehensive approach to meeting diverse needs from remediation to upgrades to expansion.

SOLUTIONS THAT WORK

Wherever you look, you see constraints of time, resources and capacity. Synagro offers the critical support you need with a dredging service that alleviates budget pressures and meets – or beats – your deadline. We're committed to designing a custom solution that ensures regulatory compliance while minimizing:

- Disposal volume of liquids;
- Out-of-service time;
- Risk of damaging existing liners; and
- Turbidity caused by equipment operations.

At Synagro, no concern is too small and no problem is too big for the dedicated team of experts that is standing by to help.



PARTNER WITH SYNAGRO

When you are looking for the best biosolids and residuals solutions to serve your business and your community, Synagro has the proven solutions to help you succeed. Municipalities and industrial organizations like yours that want to make the best use of organic waste turn to Synagro. Across the United States, Synagro applies expertise and innovative technology to provide resource recovery solutions that meet the unique needs of customers and communities.

WHO WE ARE

Synagro is the country's preeminent provider of biosolids and residuals solutions services since 1986.

Headquartered in Baltimore, Maryland, we employ over 800 people in 34 states and service more than 600 municipal and industrial water and wastewater facilities.

HOW WE CAN HELP

Our professional and experienced staff members provide solutions for all aspects of biosolids and residuals management needs, from land permitting and soil analysis by our nationwide technical services team to facilities development by our in-house engineering staff. Synagro provides a comprehensive scope of customer focused solutions.



CONTACT US

Synagro Technologies Inc.
435 Williams Court, Suite 100
Baltimore, Maryland 21220

800.825.5698
sales@synagro.com
synagro.com



DEWATER WITH SYNAGRO

We understand your focus on value, and we help meet your needs with a dewatering service that:

- Enhances the utility of your biosolids and other liquid wastes;
- Streamlines your expenses and administrative responsibilities; and
- Sets new standards for technological innovation

Across the nation, people call on us for comprehensive, cutting-edge mobile and stationary dewatering support with a broad range of applications. Our unmatched experience means that Synagro's unrivaled team of experts has the knowledge for all your biosolids and residuals solutions:

- Disposal services
- Digester cleaning
- Equipment repair
- Lagoon dredging
- Land application
- Product marketing
- Transportation services

For municipal and industrial generators of natural waste challenges, the benefits of dewatering are nearly limitless. With Synagro, so are the possibilities.

LESS VOLUME. LESS IMPACT. LESS HASSLE.

You need to strike a delicate balance – pursue sustainable and effective wastewater solutions while also reducing costs and boosting efficiency. Synagro's sewage sludge mobile- and stationary-dewatering services allows you to:

- Draw-down storage;
- Ensure regulatory compliance;
- Expand disposal options;
- Play a central role in protecting the natural environment;
- Reduce processing time and limit downtime;
- Reduce residuals volume; and
- Save money.

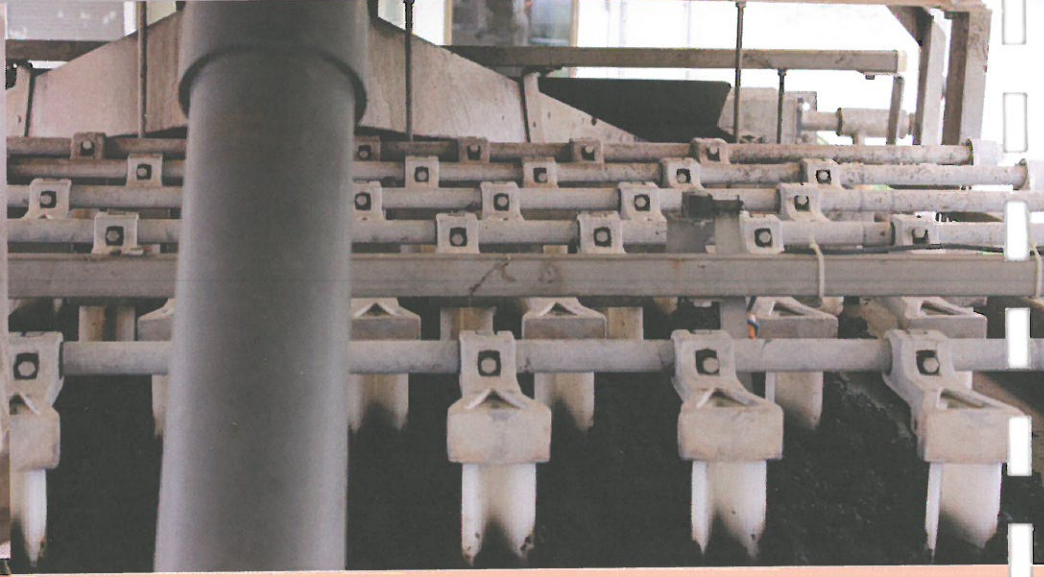
We help your bottom line by enhancing the utility of your biosolids and other liquid wastes with innovative techniques and technology. We also help streamline expenses and administrative responsibilities. When it comes to choosing a partner to meet your mobile- and stationary-dewatering needs, we understand that results are what matters.

We follow a proven approach that has made us the country's preeminent provider of these services. We start by determining the most effective polymers for each application. We then work with you to incorporate volume estimates, schedule constraints, utility access, filtrate/centrate impacts, regulatory conditions and other key factors so we can develop and implement an optimal solution.

SYNAGRO ADVANTAGE

As your partner in dewatering, Synagro delivers on our performance promise – the highest quality and performance that our decades of experience affords.

Our fleet of advanced skid- and trailer-mounted mobile-dewatering units is a dynamic and flexible resource for managing your unique needs. Have a stationary setup? We're also equipped with state-of-the-art capability to repair, upgrade or operate stationary dewatering installations.



PARTNER WITH SYNAGRO

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