

**EXHIBIT 3**  
Surety Bond (Sample)

EXHIBIT COVER PAGE RELATIVE TO  
PRE-FILED DIRECT TESTIMONY OF MATTHEW MCCAULLEY  
ON BEHALF OF ENGIE NORTH AMERICA, INC.  
SD PUC DOCKET EL19-007



## DECOMMISSIONING BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT WE

\_\_\_\_\_ (Hereinafter called Principal), as Principal and Westchester Fire Insurance Company, a corporation duly organized and existing under and by virtue of the laws of the State of Pennsylvania (hereinafter called "Surety") as Surety, are held and firmly bound unto the \_\_\_\_\_ (Hereinafter called "Obligee"), as Obligee, in the penal sum of \_\_\_\_\_ and 00/100 Dollars, ( \_\_\_\_\_ ) good and lawful money of the United States of America, to be paid to the Obligee, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been granted a Conditional Use Permit (CUP) dated \_\_\_\_\_

WHEREAS, the Principal is required to provide financial security to the Obligee in the amount of \_\_\_\_\_ under (reference statute/permit) as specified by the Obligee to be an adequate amount to retire the components of the facility according to a final retirement plan approved by the (obligee).

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall comply with the conditions of the CUP as referenced above,

OR, if the Principal shall obtain and provide alternate financial assurance approved by the Council within \_\_\_\_\_ after the date of notice of cancellation is received by the Obligee from the Surety, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the Obligee that the Principal has failed to perform as guaranteed by this bond, the Surety will be obligated to pay monies to the obligee limited to the penal sum of this bond to fund any work required. Obligee notice to Surety to be directed to Chubb Surety WA10H, 436 Walnut Street, Philadelphia, Pennsylvania 19106-3703.

PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. It is understood by all parties to this CUP that the term of this bond shall begin on Month, Day, Year and is continuous in nature until canceled as provided below.
2. The liability of the Surety shall in no event exceed the penal sum of the bond regardless of the number of extensions or years it may be in effect.
3. The Surety has no obligation to perform any remediation work and no responsibility to contract with any other party for remediation work at the site. The Surety's obligation under this bond consists solely of the payment of sums found to be due the Obligee and no other obligation.
4. No right of action shall accrue under this bond to or for the use or benefit of anyone other than the named Obligee or its successors or assigns. No assignment by the Principal shall be effective without the written consent of the surety.
5. The surety may cancel this bond at any time by giving the Obligee \_\_\_\_\_ written notice of its intent to non-renew this bond, notice to be sent to \_\_\_\_\_.
6. All suits, actions on this bond must be brought within thirty (30) days of the termination of the Conditional Use Permit or Bond, whichever shall occur first.
7. If any conflict or inconsistency exists between the Surety's obligations as described in the Bond and as described in the underlying Conditional Use Permit, then the terms of the Bond shall prevail.

8. No modification of the Conditional Use Permit guaranteed by this bond shall be binding on the Surety or covered by this bond without the written consent of the Surety.

9. The Surety(ies) may issue a rider or riders annually to adjust the penal sum of the bond for inflation as consistent with (reference statute/permit) of the CUP. Any rider adjustment will be subject to normal underwriting procedures and approval by the Surety, and if approved by the Surety, will adjust the penal sum of the bond.

10. The Surety(ies) agrees that it is liable for additional costs and expenses including reasonable attorneys' fees, awarded by a court to Obligee in successfully enforcing the obligation against the Surety(ies) in the event Surety(ies) wrongfully fails to pay sums owed as required under the bond.

11. This bond shall not bind the surety unless the bond is accepted by the Obligee. The acknowledgment and acceptance of such bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be executed in their names and by their seals to be hereunder affixed on this \_\_\_\_ day of July 20

ATTEST \_\_\_\_\_ BY \_\_\_\_\_  
Principal

ATTEST \_\_\_\_\_ BY \_\_\_\_\_  
Principal

WESTCHESTER FIRE INSURANCE COMPANY

ATTEST \_\_\_\_\_ BY \_\_\_\_\_  
Attorney-In-Fact

Witness as to Surety

The above terms and conditions of this bond have been reviewed and accepted by _____, the Obligee
Acknowledged and Accepted:
By: _____
Printed Name: _____
Title: _____
Date: _____



March 8, 2018

Papillion La Vista Community Schools  
420 South Washing Street  
Papillion, NE 68046

**Re:       ENGIE Services U.S. Inc. – Request for Qualifications (ESCO)**

To Whom It May Concern:

**ENGIE Services U.S. Inc.** is a valued client of Westchester Fire Insurance Company, Fidelity and Deposit Company of Maryland, and Argonaut Insurance Company. The A.M. Best Ratings and Financial Class Size of each of these participating sureties are A++ XV, A+ XV, and A XIII, respectively, and all are listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570; 2017 Revision).

**ENGIE Services U.S. Inc.** is in good standing with Westchester Fire Insurance Company, Fidelity and Deposit Company of Maryland, and Argonaut Insurance Company, and currently has a \$75,000,000 single project limit, within an aggregate bonding capacity of \$1,000,000,000.

We would be more than willing to provide the necessary Performance and Payment bonds for projects; however, please note that the decision to issue bonds is a matter between **ENGIE Services U.S. Inc.** and Westchester Fire Insurance Company, Fidelity and Deposit Company of Maryland, and Argonaut Insurance Company and will be subject to the standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents and bond forms.

This letter does not constitute an assumption of liability. We assume no liability to you or to any third party by the issuance of this letter. If you should have any questions regarding this account, please do not hesitate to call at 215-255-2000.

Sincerely,

---

Sara Owens, Attorney-in-Fact

Westchester Fire Insurance Company, 436 Walnut St., WA10H, Philadelphia, PA 19106  
Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196-1056  
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246

Surety Services  
One Liberty Place, 1650 Market Street, Suite 1000, Philadelphia, PA 19103  
Tel: 215-255-2000   www.aon.com