

**19. Award CC-1206-03/BJC Phase II – Cell 2A – Landfill Gas Management System Expansion, to Shaw Constructors, Inc., Ohio (\$489,098.50).**

CC-1206-03/BJC will provide for all labor, materials, equipment, transportation and incidentals necessary to provide a Landfill Gas Management System Expansion consisting of header pipe, laterals, gas extraction wells, condensate sump and pump, additional utility blower/flare station, and blind flanges for future expansion, complete, in place and ready for service, in accordance with drawings and specifications.

This project was publicly advertised and the County received nine (9) responses. The Review Committee, which consisted of Robert Adolphe, P.E., Director, Environmental Services Department; David Gregory, Manager of Solid Waste Division/Environmental Services Department and Carol Hunter, PEI/Environmental Services, evaluated the submittals. Consideration was given to the firm's qualifications, experience and cost of the project.

Bidder #1, Crews Construction Services, Inc., Clermont, was considered non-responsive by the Purchasing and Contracts Division. The company did not meet the minimum experience necessary in accordance to the requirements of the Bid Documents, Section 00160-2. The Review Committee recommends award of the contract to the lowest responsible, responsive Bidder, Shaw Constructors, Inc., in the amount of \$489,098.50. The first phase of this project must be completed in sixty (60) days and the final completion time for this project is one hundred fifty (150) calendar days from the issuance of the Notice to Proceed by the County.

This is a budgeted project and funds will be available in account number 087900-56065000 (Solid Waste, Construction in Progress) CIP #DH95011X, in conjunction with a BCR on this same agenda. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the Bid Documents.

**B.C.C. - SEMINOLE COUNTY, FL  
BID TABULATION SHEET**

BID NUMBER: CC-1206-03/BJC  
BID TITLE: Phase II – Cell 2A, Landfill Gas Management System Expansion  
OPENING DATE: March 12, 2003, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 3

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Crews Construction Serv, Inc. <b>*NON-RESPONSIVE</b> PO Box 1804, Minneola 1716 Presidio Dr. Clermont, FL 34711 Ph. 352 394-0867 Fx. 352 243-2735 Kirk Roncone, President	Shaw Constructors, Inc. 6910 Treeline Dr., Ste. F Brecksville, OH 44141 Ph. 440 746-0833 Fx. 440 746-0934 Chip Miller, President	Heritage Industrial Servs, LLC 7525 E. 39 <sup>th</sup> St., Ste. 1100 Indianapolis, IN 46226 PH. 317 541-9290 Fx. 317 541-9436 Terry Morgan, President	SCS Field Services 11260 Roger Bacon Dr., Ste. 401 Reston, VA 20190 Ph. 703 709-0004x414 Fx. 703 709-8379 Thomas Barham, President
TOTAL AMOUNT OF BID	\$421,716.00	\$489,098.50	\$489,481.00	\$491,000.00
Addenda (total of 1)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

\*Failure to meet requirements as indicated in Section 00160-2.

Posted: 03/17/2003

Recommendation of Award:

BCC for award: (Posted)

**B.C.C. - SEMINOLE COUNTY, FL  
BID TABULATION SHEET**

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PAGE: 2 of 3

ITEM DESCRIPTION	Response 5	Response 6	Response 7	Response 8
	Handex of Fl., Inc. 111 Kelsey Lane, Ste. B Tampa, FL 33619 Ph. 813 626-4646 Fx. 813 626-1898 George Bannon, President	ERC General Contracting, Inc. 890 Carter Rd., Ste. 170 Winter Garden, FL 34787 Ph. 407 656-3900 Fx. 407 656-2128 Jerry Pinder, President	C. J. Langenfelter & Son, Inc. PO Box 8606 8427 Pulaski Hwy Baltimore, MD 21237-0606 Ph. 410 682-2000 Fx. 410 391-4367 Dale Tressler, V. President	Environmental Specialties International, Inc. 7943 Pecue Lane, Ste. A Baton Rouge, LA 70809 Ph. 225 291-2700 Fx. 225 291-2788 Robert Gann, V. President
<b>TOTAL AMOUNT OF BID</b>	<b>\$492,440.46</b>	<b>\$553,160.10</b>	<b>\$555,933.75</b>	<b>\$569,464.33</b>
Addenda (total of 1)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

Posted: 03/17/2003  
Recommendation of Award:  
BCC for award: (Posted)

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PAGE: 3 of 3

ITEM DESCRIPTION	Response 9	Response	Response	Response
	Comanco Environmental Corp. 7911 Professional Place Tampa, FL 33637 Ph. 813 988-8829 Fx. 813 988-8953 Mark Topp, President			
TOTAL AMOUNT OF BID	\$595,255.00			
Addenda (total of 1)	Yes			
Bid Bond	Yes			
Trench Safety Act	Yes			
Bidder Information Form	Yes			
Experience of Bidder	Yes			
Non-Collusion Affidavit	Yes			
Certificate of Nonsegregated Facility	Yes			

Posted: 03/17/2003

Recommendation of Award:

BCC for award: (Posted)

**AGREEMENT (C-1206-03/BJC)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **SHAW CONSTRUCTORS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 6910 Treeline Drive, Suite F, Brecksville, Ohio 44141, hereinafter called the "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY." COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**W I T N E S S E T H:**

**Section 1. Work.** The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as CC-1206-03/BJC - Landfill Gas Management Project 2003 System Expansion.

The Project for which the Work under the Contract Documents is a part is generally described as CC-1206-03/BJC - Landfill Gas Management Project 2003 System Expansion.

**Section 2. Engineer.**

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Waste Energy Technology, LLC, 11 Tupelo Avenue, S.E., Fort Walton Beach, Florida 32548-5414.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall

mean S2Li, 529 Versailles Drive, Suite 103, Maitland, Florida 32751-4589.

**Section 3. Contract Time.**

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The installation of the proposed landfill gas extraction wells to the existing gas system, which includes installation of the six inch (6") and twelve inch (12") diameter HDPE header and appurtenances and Condensate Knockout/ Pump Station CKP-3, must be completed within sixty (60) days of the issuance of the Notice to Proceed. The installation of the eighteen inch (18") diameter HDPE header and blower/flare station, including startup and testing of the flare skid, must be substantially completed within one hundred twenty (120) days of the issuance of the Notice of Proceed. Final Completion must occur within thirty (30) days of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on the CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not

limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

#### **Section 4. Contract Price.**

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is FOUR HUNDRED EIGHTY-NINE THOUSAND NINETY-EIGHT AND 50/100 DOLLARS (\$489,098.50) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site

conditions, including but not limited to, subsurface site conditions;  
4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

#### **Section 5. Payment Procedures.**

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications



for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

**Section 6. Additional Retainage For Failure to Maintain Progress on the Work.**

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31<sup>st</sup> day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

**Section 7. Contractor's Representations.** In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) 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.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Charles B. Miller and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance

with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then

CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

**Section 8. Contract Documents.** The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.

- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

#### **Section 9. Liquidated Damages.**

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited

to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the Work.

#### **Section 10. Miscellaneous.**

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments 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 any such assignment shall be void and of no effect; and specifically,



but without limitation, monies that may become due and monies 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.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**Section 11. Contractor's Specific Consideration.** In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

**Section 12. Notices.** Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in

compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Seminole County Environmental Services Department  
500 West Lake Mary Boulevard  
Sanford, FL 32773

**COPIES TO:**

S2Li  
529 Versailles Drive, Suite 103  
Maitland, FL 32751-4589

**For CONTRACTOR:**

CONTRACTOR's Superintendent  
Shaw Constructors, Inc.  
6910 Treeline Drive, Suite F  
Brecksville, OH 44141

**Section 13. Conflict of Interest.**

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312 (15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**Section 14. Material Breaches of Agreement.**

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

SHAW CONSTRUCTORS, INC.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
CHARLES B. MILLER, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
3/21/03  
CC-1206

**PERFORMANCE BOND**  
 (100% of Contract Price)  
 Seminole County Contract No. CC-1206-03/BJC

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
 (Name of CONTRACTOR)

\_\_\_\_\_  
 (Address of CONTRACTOR)

Contractor's Telephone Number: \_\_\_\_\_

a \_\_\_\_\_, hereinafter  
 (Corporation, Partnership or Individual)

called Principal, and \_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 (Address of Surety)

Surety's Telephone Number: \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

Seminole County's Telephone Number: \_\_\_\_\_ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of CC-1206-03/BJC.

Legal description of the property: 1930 East Osceola Road, Geneva, FL 32765. 36-19-32-300-0030-0000.

General description of the Work: Phase II Cell 2A Landfill Gas Management System Expansion – Osceola Road Solid Waste Management Facility. The Contractor shall be responsible for all labor, materials, equipment, transportation and incidentals necessary for the installation of additional gas extraction wells including all necessary piping and condensate management. Also included is the installation of a second blower/flare station. The installation and connection of the proposed landfill gas extraction wells to the existing gas system, which includes installation of the 6" and 12" diameter HDPE header and appurtenances and Condensate Knockout / Pump Station CKP-3, must be completed within 60 days of the issuance of the Notice to Proceed. The installation of the 18" diameter HDPE header and blower/flare station, including startup and testing of the flare skid, must be substantially completed within 120 days of the issuance of the Notice to Proceed. Final Completion must occur within 30 days of Substantial Completion.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Agreement referenced above, as the same may be amended.

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and
3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Agreement and the Contract Documents of which the Agreement is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the COUNTY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the COUNTY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without the Surety's knowledge or consent (ii)

the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the principal shall be an automatic default under the Agreement.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Principal (Contractor)

By \_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

Name \_\_\_\_\_  
(Type)  
(Corporate Seal)

Name \_\_\_\_\_  
(Type)

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Witness to Principal

Name \_\_\_\_\_  
(Type)

Witness to Principal

Name \_\_\_\_\_  
(Type)

ATTEST:

By \_\_\_\_\_  
(Surety) Secretary

Surety

Name \_\_\_\_\_  
(Type)

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

(Corporate Seal)

Witness as to Surety

Name \_\_\_\_\_  
(Type)

By \_\_\_\_\_  
Attorney-in-fact

Name \_\_\_\_\_  
(Type)

Witness as to Surety

Name \_\_\_\_\_  
(Type)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_



NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.

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 of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**PAYMENT BOND**

(100% of Contract Price)

Seminole County Contract Number: **CC-1206-03/BJC**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

Contractor's Telephone Number: \_\_\_\_\_

a \_\_\_\_\_, hereinafter after called (Corporation,  
Partnership, or Individual)

Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Surety's Telephone Number: \_\_\_\_\_

herein called Surety, are held and firmly bound unto \_\_\_\_\_  
SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY",  
in the sum of \_\_\_\_\_ DOLLARS,  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to  
be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Seminole County's Telephone Number: \_\_\_\_\_ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
Agreement with the COUNTY, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and made a part hereof  
the construction of: **CC-1206-03/BJC.**

Legal description of the property: **1930 East Osceola Road, Geneva, FL 32765. 36-19-32-300-0030-0000.**

General description of the Work: **Phase II Cell 2A Landfill Gas Management System Expansion – Osceola Road Solid Waste Management Facility. The Contractor shall be responsible for all labor, materials, equipment, transportation and incidentals necessary for the installation of additional gas extraction wells including all necessary piping and condensate management. Also included is the installation of a second blower/flare station. The installation and connection of the proposed landfill gas extraction wells to the existing gas system, which includes installation of the 6" and 12" diameter HDPE header and appurtenances and Condensate Knockout / Pump Station CKP-3, must be completed within 60 days of the issuance of the Notice to Proceed. The installation of the**

PAYMENT BOND

2/10/2003

CC-1206-03/BJC

Gas Management

Utilities

00610-1

**18" diameter HDPE header and blower/flare station, including startup and testing of the flare skid, must be substantially completed within 120 days of the issuance of the Notice to Proceed. Final Completion must occur within 30 days of Substantial Completion.**

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that the CONTRACTOR shall promptly make payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall, within forty-five (45) days after beginning to furnish labor, Materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the Materials or supplies, or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the nonpayment. No action for the labor, Materials or supplies may be instituted against the CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the Materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

□

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

**19**

ATTEST:

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

Name \_\_\_\_\_  
(Type)  
(Corporate Seal)

Name \_\_\_\_\_  
(Type)

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Witness to Principal

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Witness to Principal

Name \_\_\_\_\_  
(Type)

ATTEST:

By \_\_\_\_\_  
(Surety) Secretary

Name \_\_\_\_\_  
(Type)

(Corporate Seal)

\_\_\_\_\_  
Surety

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Witness as to Surety

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Witness as to Surety

Name \_\_\_\_\_  
(Type)

Name \_\_\_\_\_  
(Type)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

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 of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

**MATERIAL AND WORKMANSHIP BOND**  
**(10% of Final Contract Price)**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** \_\_\_\_\_, hereinafter referred to a "Principal" and \_\_\_\_\_, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$\_\_\_\_\_ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, Principal has constructed certain improvements and other appurtenances in that certain Project described as **CC-1206-03/BJC** and

**WHEREAS**, the aforesaid improvements were made pursuant to an Agreement dated \_\_\_\_\_, 20\_\_\_\_, and filed with the Purchasing Division of Seminole County; and

**WHEREAS**, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

**NOW THEREFORE**, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
 Principal (SEAL)

By: \_\_\_\_\_ Its: \_\_\_\_\_  
 (If a Corporation)

ATTEST: \_\_\_\_\_ Its: \_\_\_\_\_  
 (If a Corporation)

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

\_\_\_\_\_  
 Surety (SEAL)

By: \_\_\_\_\_  
 Its Attorney-in-Fact

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

ATTEST: \_\_\_\_\_

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

## BID FORM

SEMINOLE COUNTY, FLORIDA  
FOR THE CONSTRUCTION OFPROJECT: LANDFILL GAS MANAGEMENT PROJECT 2003 SYSTEM EXPANSION  
COUNTY CONTRACT NO. CC-1206-03/BJCName of Bidder: Shaw Constructors, Inc.Mailing Address: 6910 Treeline Drive, Suite F, Brecksville, OH 44141Street Address: same

City/State/Zip: \_\_\_\_\_

Phone Number: ( 440 ) 746.0833FAX Number: ( 440 ) 746.0934Contractor License Number: CGC59794

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

BID FORM

2/10/2003

CC-1206-03/BJC

Gas Management

Utilities

00100-1





"Bonzo, Kevin"  
<Kevin.Bonzo@shawgr  
p.com>

03/17/2003 04:33 PM

To: "TCumming@co.seminole.fl.us" <TCumming@co.seminole.fl.us>  
cc:  
Subject: Shaw Constructors, Inc. Officers (in addition to President, Chip  
Miller)

Randall C. Gregory - Secretary  
Gay Young - Treasurer  
Douglas L. Fussell - Vice President

Please call me at 440.746.2055 if you need anything else.

Kevin Bonzo

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 person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

**Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.**

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: 489,098.50  
Numbers

Four Hundred Eighty Nine Thousand Ninety Eight Dollars and Fifty Cents

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

**The Bidder acknowledges the receipt, execution, and return of the following forms:**

Section 00100 - Bid Forms, including alternates and addendum, if any.  
5% of Amount of Bid as Bid Security. More details in Bid Documents.  
Section 00150 - Trench Safety Act Form  
Section 00160 - Bidder Information Forms  
Section 00300 - Non-Collusion Affidavit of Bidder Form  
Section 00310 - Certification of Nonsegregated Facilities Form  
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 6th day  
of March, 2003.

SHAW CONSTRUCTORS, INC.  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

CHIP MILLER  
(Printed name of person signing this BID  
FORM)

PRESIDENT  
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by  
law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be  
forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the  
undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents  
accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the  
COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements.  
Should the COUNTY be required to engage the services of an attorney in connection with the  
enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs  
(including attorney's fees and costs on appeals) incurred with or without suit.

**Bid Quantities and Estimate**  
**Osceola Road Solid Waste Management Facility**  
**Phase II – Cell 2A Landfill Gas Management System Expansion**

Item Number and Description	Unit	Quantity	Unit Price	Total Price
001 - Mobilization/Demobilization	LS	1	\$ 20,500	\$ 20,500
002 - Project Survey	LS	1	\$ 6,000	\$ 6,000
003 - LFG Extraction Well Installation:				
003a 36" Bore w/ 8" PVC Casing	LF	778	\$ 67.46	\$ 52,484
003b Boring Refusal	LF	78	\$ 26	\$ 2,028
003d Hourly Drilling Rate	Hr	0	\$ 275	\$ 0
003e Drilling Standby Time	Hr	0	\$ 275	\$ 0
003f Gas Extraction Wellhead	EA	14	\$ 1,100	\$ 15,400
004 - HDPE Pipe Installation:				
004a 4" HDPE SDR 17	LF	300	\$ 22	\$ 6,600
004b 6" HDPE SDR 17	LF	2250	\$ 24	\$ 54,000
004c 12" HDPE SDR 17	LF	1650	\$ 37	\$ 61,050
004d 18" HDPE SDR 17	LF	1250	\$ 57	\$ 71,250
004e 2" Airline HDPE SDR 11	LF	2900	\$ 2.5	\$ 7,250
(Common Ditch)				
004f 2" Forcemain HDPE SDR 11	LF	675	\$ 2.5	\$ 1,687.50
(Common Ditch)				
004g 2" Forcemain HDPE SDR 11	LF	150	\$ 10	\$ 1,500
004h CMP Road Casing	LF	80	\$ 38	\$ 3,040
005 - LFG System Appurtenances:				
005a Forcemain Connection Riser	EA	1	\$ 840	\$ 840
005b 12" Header Riser	EA	1	\$ 600	\$ 600
005c 12" PVC Butterfly Valve	EA	2	\$ 3,100	\$ 6,200
006d 6" PVC Butterfly Valve	EA	3	\$ 2,000	\$ 6,000
005e 18" Blind Flange	EA	3	\$ 860	\$ 2,580
005f 12" Blind Flange	EA	1	\$ 280	\$ 280
005g 36" HDPE CK/Pump Station	EA	1	\$ 12,340	\$ 12,340
005h 18" HDPE CK/Pump Station	EA	1	\$ 12,310	\$ 12,310
005i Pneumatic Pump (PS)	EA	2	\$ 3,400	\$ 6,800
005j 6" HDPE Tie-In to LCR	EA	1	\$ 850	\$ 850
005k Airline Isolation Valve/Blowoff	EA	1	\$ 600	\$ 600
006 - Flare Station Area	LS	1	\$ 133,109	\$ 133,109
007 - Record Documentation	LS	1	\$ 3,800	\$ 3,800

**TOTAL LFG PROJECT ESTIMATED COST**

**\$ 439,098.50**

Four hundred eighty nine thousand ninety eight dollars and fifty cents

**BID FORM**

**Bid Quantities and Estimate**  
**Osceola Road Solid Waste Management Facility**  
**Phase II – Cell 2A Landfill Gas Management System Expansion**

Item Number and Description	Unit	Quantity	Unit Price	Total Price
001 - Mobilization/Demobilization	LS	1	\$ 20,500	\$ 20,500
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003a 36" Bore w/ 8" PVC Casing	LF	778	\$ 67.46	\$ 52,484
003b Boring Refusal	LF	78	\$ 2,028	\$ 2,028
003d Hourly Drilling Rate	Hr	0	\$ 275	\$ 0
003e Drilling Standby Time	Hr	0	\$ 275	\$ 0
003f Gas Extraction Wellhead	EA	14	\$ 1,100	\$ 15,400
004 - HDPE Pipe Installation:				
004a 4" HDPE SDR 17	LF	300	\$ 22	\$ 6,600
004b 6" HDPE SDR 17	LF	2250	\$ 24	\$ 54,000
004c 12" HDPE SDR 17	LF	1650	\$ 37	\$ 61,050
004d 18" HDPE SDR 17	LF	1250	\$ 57	\$ 71,250
004e 2" Airline HDPE SDR 11	LF	2900	\$ 2.5	\$ 7,250
(Common Ditch)				
004f 2" Forcemain HDPE SDR 11	LF	675	\$ 2.5	\$ 1,687.50
(Common Ditch)				
004g 2" Forcemain HDPE SDR 11	LF	150	\$ 10	\$ 1,500
004h CMP Road Casing	LF	80	\$ 38	\$ 3,040
005 - LFG System Appurtenances:				
005a Forcemain Connection Riser	EA	1	\$ 840	\$ 840
005b 12" Header Riser	EA	1	\$ 600	\$ 600
005c 12" PVC Butterfly Valve	EA	2	\$ 3,100	\$ 6,200
006d 6" PVC Butterfly Valve	EA	3	\$ 2,000	\$ 6,000
005e 18" Blind Flange	EA	3	\$ 860	\$ 2,580
005f 12" Blind Flange	EA	1	\$ 280	\$ 280
005g 36" HDPE CK/Pump Station	EA	1	\$ 12,340	\$ 12,340
005h 18" HDPE CK/Pump Station	EA	1	\$ 12,310	\$ 12,310
005i Pneumatic Pump (PS)	EA	2	\$ 3,400	\$ 6,800
005j 6" HDPE Tie-In to LCR	EA	1	\$ 850	\$ 850
005k Airline Isolation Valve/Blowoff	EA	1	\$ 600	\$ 600
006 – Flare Station Area	LS	1	\$ 133,109	\$ 133,109
007 - Record Documentation	LS	1	\$ 3,800	\$ 3,800

**TOTAL LFG PROJECT ESTIMATED COST** \$ 489,098.50

Four hundred eight y nine thousand ninety eight dollars and fifty cents

## GENERAL NOTES

19

Proposal # 2003-1002  
Date – March 07, 2003

Seminole County Landfill  
Osceola Road Solid WM Facility

### General Notes

SHAW CONSTRUCTORS, INC.'s proposed pricing is based upon inclusion of this proposal and the following general notes within any resulting agreement between the parties. Pricing is good for 60 days.

- Unit item prices are based on current estimated quantities, billing will reflect actual quantities installed. Any changes in project scope may require revised unit pricing.
- If a no progress obstruction is encountered during the drilling operations, SHAW CONSTRUCTORS, INC. will attempt to drill through the obstruction for a period of one (1) hour. If after this time the obstruction is not penetrated SHAW CONSTRUCTORS, INC. will consult with the Landfill Owner's representative for direction as to continue drilling the well or abandon the well and move to another location. If the representative decides to continue drilling an hourly rate of \$275.00 will be charged until the obstruction is passed or SHAW CONSTRUCTORS, INC. is instructed to stop drilling.
- Pricing is based on water being available on site at no cost to SHAW CONSTRUCTORS, INC.
- SHAW CONSTRUCTORS, INC. price is based on water being available on site.
- Additional work shall be performed at the unit prices indicated on the bid form, if applicable. If not, a mutually agreeable lump sum, unit price or time and materials (T&M) estimate will be established.
- SHAW CONSTRUCTORS, INC.'s pricing is based upon performance of the work in OSHA Level D personnel protection. Any upgrade in the level of personnel protection will result in additional cost.
- SHAW CONSTRUCTORS, INC. is an open shop contractor, and accordingly, payment of prevailing wages or wages established by collective bargaining agreements was not considered in the preparation of our proposal. In the event situations arise whereby there is an increase in cost to SHAW CONSTRUCTORS, INC. involving pay scales, delays, or work rules, those additional costs will be billed to the Landfill Owner at SHAW CONSTRUCTORS, INC.'s cost, with a 10% markup.
- Any work involving asbestos it will be provided at an additional cost.
- Prices for HDPE and PVC pipe and fittings are expected to change frequently because of a current price volatility for resin used in manufacture of the pipe. Pipe suppliers have informed us that their quotes for pipe and fittings are valid for 7 day maximum. SHAW CONSTRUCTORS, INC. would adjust the bid price for change in pipe prices from those used in preparation of this bid.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**BIDDER INFORMATION**

Bidder shall complete the following information and include with their bid submittal.

## Bidder Information

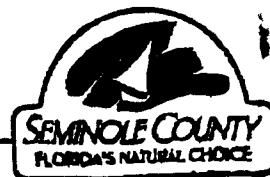
CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
*	President	Charles B. Miller
	Vice-President	
	Secretary	
	Treasurer	
	Resident Superintendent	

Indicate with an asterisk (\*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.



## DEPARTMENT OF FISCAL SERVICES

## PURCHASING DIVISION



March 10, 2003

To: PROSPECTIVE BIDDERS AND ALL OTHERS CONCERNED

From: Betsy J. Cohen, CPPB, Contracts Supervisor

Subject: CC-1206-03/BJC – Phase II – Cell 2A Landfill Gas Management System Expansion

Revised Due Date: March 14, 2003 @ 2:00 PM

## ADDENDUM #1

Total pages: 3

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the Bid Documents.

The following are questions and responses concerning the above subject project:

Failure to acknowledge receipt of this addendum on the submittal may result in disqualification of your bid response.

Signature on File

---

Betsy J. Cohen, CPPB  
Contracts Supervisor

*Received by*  
*Carmen furman*  
*03-10-03*

**Question #1:** Please clarify the specifications with respect to SECTION 11920-Flare System. The drawings and specifications indicate that one (1) blower is to be supplied on the flare skid. But on page 11920-6 under the Flare Control Panel ITEM d. this specification indicates that there is more than one blower on the skid. Please clarify if one or two blowers are to be supplied with the Flare System.

Response: One (1) blower is to be supplied on the flare skid. ✓

**Question #2:** Per Specification Section 00160, we are required to submit previous experience of 5 similar projects within the last 5 years. Our firm has encountered a problem with this specification. We normally do approximately one landfill closure with a gas extraction system per year. However, we have done a couple of projects over the past 5 years that required 1 to 1 ½ years to complete. That leaves us with only 3 completed projects in the past 5 years and one large-scale new project currently in the process of starting. The requirement for 5 completed projects within the past 5 years per the specification would disqualify us from bidding this project, although we have been constructing landfills for many years. We therefore request that the 5 prior completed jobs time requirement be changed to "within the past 10 years."

Response: The time requirement has been changed to 7-10 years. Please note that the County is especially looking for prior experience with installing blower/flare stations. ?

**Question #3:** We are an equipment sub-supplier working up a price on the flare system portion of the above referenced project and need some clarification. In the technical specifications (11920-2.02-E) the blower is called out as a fan-type unit with American Fan as the referenced brand. The required performance is 3000 SCFM, 40" WC of inlet vacuum and 12" WC discharge pressure. On sheet 8 of the drawings, however, the blower (PMP-104A) is specified as a Lamson, which is a cast iron machine, with performance of 1500 SCFM and minus 60 in WC. Based on 1.01-A.2.b and c., I assume that the operating conditions in specs are what you want. I do want to confirm, however, that a single-stage fan-type blower as is described in the specs is what you want, since this style of blower is significantly different than the Lamson EBG 813 cast-iron machine called out on the drawings.

Response: Yes, you are correct. The American Fan unit and the blower performance requirements listed in the Technical Specifications are correct and Drawing 8 mistakenly listed a Lamson blower. ✓

**Question #4:** Please furnish the size of conduit and wire to hook up air compressor and flare control panel. Drawing 8 shows several process equipment mounted on Flare skid system. Are those equipment pre-wired? If not please furnish the size, type and final destination of conduit and wire.

Response: The Contractor will be responsible for determining that the conduit and wire size meet all federal, state, and local electrical codes and meet the service requirements for the equipment specified in the Technical Specifications. For sizing purposes, at this time, there are no known future sources requiring electrical service within the flare station area. The process equipment mounted on the flare station should be pre-wired and any specific questions concerning the electrical specifications of that equipment should be addressed to the prospective flare system vendor.



EXPERIENCE OF BIDDERNAME OF BIDDER Shaw Constructors, Inc.

A. The Bidder shall complete and provide the following information regarding experience (use separate sheets):

1. The Bidder shall provide evidence of satisfactory performance on five (5) installations of active landfill gas system extraction projects using HDPE header piping which have been completed within the five (5) years directly preceding the date of the bid opening for this project. Submit the following information for each of the five (5) projects: ATTACHED

1. Project name and location
2. Date Completed
3. Client name, address, phone no. and fax no.
4. Amount of the contract for the active gas management system installation only
5. Name, address, contact person, telephone number of Architect, Engineer, or Project Manager.

2. Submit experience of the job Superintendent with installation of active gas systems as demonstrated through participation in at least three (3) active gas system installation projects. This person must be trained and knowledgeable of applicable regulations and experienced in safety and environmental protection as evidenced by participation and successful completion of a training course, offered by an EPA or OSHA endorsed educational institution (submit certificates). ATTACHED

3. Bidder must submit certification that their employees will have received appropriate OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response training before they begin work on the project. ATTACHED

Do you have any similar work in progress at this time? ☒ Yes ☐ No

Length of time in business: 22 Years

Affiliate company EMCON/OWT, Inc. has been in business since April 2002; Predecessor corporations Organic Waste Technologies, Inc., and EMCON, Inc. have been in business since 1987 and 1971 respectively.

RESERVED

## NON-COLLUSION AFFIDAVIT OF BIDDER

State of LOUISIANA )  
PARISH )ss  
 County of EAST BATON ROUGE )

CHIP MILLER, being first duly sworn, deposes and says that:

(1) He is PRESIDENT, of SHAW CONSTRUCTORS INC., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Seminole County, Florida, or any person interested in the proposed Agreement; and

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: 

Printed Name: Chip Miller

Title: President

STATE OF LOUISIANA )  
 PARISH )  
 COUNTY OF EAST BATON ) ss  
 ROUGE

The foregoing instrument was acknowledged before me this 6th day of March, 2003, by Chip Miller who is personally known to me or who has produced Louisiana DRIVERS LICENSE identification.

Rita H. Picou  
 Print Name RITA H. Picou  
 Notary Public in and for the County and State  
 Aforementioned

My commission expires: at death

**ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.**

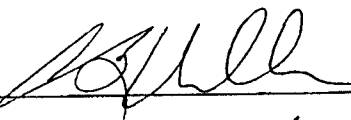
# CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder 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 Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder 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 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: March 6, 2003

By: 

Print Name: CHIP MILLER

Official Address:

Title: President

6910 Treeline Dr., Suite F

Brecksville, OH 44141

(Include Zip Code)

**ATTACH AND INCLUDE THIS PAGE AS PART OF BID FORM; FAILURE TO DO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.**



**BID SECURITY**

# THE AMERICAN INSTITUTE OF ARCHITECTS

19



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Here insert full name and address or legal title of Contractor)

Shaw Constructors, Inc., 6910 Treeline Drive, Suite F, Brecksville, Ohio 44141

as Principal, hereinafter called the Principal, and

\_\_\_\_\_  
(Here insert full name and address or legal title of Surety)

The Insurance Company of the State of Pennsylvania

a corporation duly organized under the laws of the State of Pennsylvania

as Surety, hereinafter called the Surety, are held and firmly bound unto

\_\_\_\_\_  
(Here insert full name and address or legal title of Owner)

Board of County Commissioners, Seminole County, Florida, 1101 East First Street, Sanford, FL 32771

as Oblige, hereinafter called the Oblige, in the sum of

Five Percent (5%) of the Amount Bid-----489,998.00----- Dollars (\$ 24,455 ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

\_\_\_\_\_  
(Here insert full name, address and description of project)

Phase II - Cell 2A Landfill Gas Management System Expansion

Osceola Road Solid Waste Management Facility, Seminole County, Florida

CC-1206-03/BJC

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 11th

day of March, 2003

Rita H. Picon  
(Witness)

Shaw Constructors, Inc.

(Principal)

(Seal)

(Title)

Lewis Donald Rushing  
(Witness)

The Insurance Company of the State of Pennsylvania

(Surety)

(Seal)

(Title)

Troy Wagener, Attorney-In-Fact

Florida Resident Agent Countersignature

Lewis Donald Rushing

Lewis Donald Rushing

Fisher-Brown, Inc.

1701 West Garden Street

Pensacola, FL 32501-0711

(850) 432-7474

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

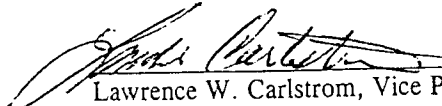
---Troy Wagener, Jim Eley Brashier, Catherine Fountain, Belinda Tubbs, John B. Sneed, Charles R. Frost, Jr.  
L. Wayne Tisdale, J. Nick Myers: of Biloxi, Mississippi---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

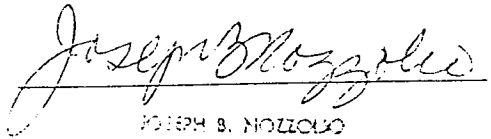
this 2nd day of July, 1999.



  
Lawrence W. Carlstrom, Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK}ss.

On this 2nd day of July, 1999 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

  
JOSEPH B. NOZOLO  
Notary Public, State of New York  
No. 01-NO4652754  
Qualified in Westchester County  
Term Expires Jan. 31, 2000

CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

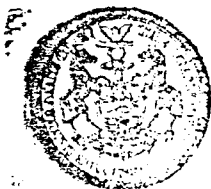
"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

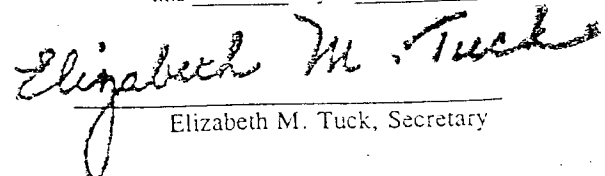
"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this 11th day of March, 2003



  
Elizabeth M. Tuck, Secretary

## PROJECT REFERENCES

# Project References

Site Name	Location	Contact	Phone/Fax	Project Cost	Date	Description
Walnut Grove Landfill	Shelby County, TN	Daniel Gaston Shelby County Engineering Department 160 N. Main Street, Suite 350 Memphis, TN 38103	901.545.4320 - ph 901.545.3963 - fax	\$210K	Feb-03	LFG system investigation / troubleshooting / construction
Western Berks Refuse Authority Landfill	Cumru Township, PA	Michael Mountz Western Berks Refuse Authority 455 Poplar Neck Road Birdsboro, PA 19508	610.375.1516 - ph 610.375.2128 - fax	\$345K	Jan-03	LFG flare installation
American Landfill	Waynesburg, OH	Mohammed Ali Waste Management / American Landfill 7916 Chapel St. SE Waynesburg, OH 44688	330.866.3265 - ph 330.866.3709 - fax	\$270K	Oct-02	LFG drilling and pipeline installation
South Shelby Landfill	Memphis, TN	Jimmy Flemming Allied Waste Industries 7111 Old Millington Road Millington, TN 38053	901.872.7258 - ph 901.872.7205 - fax	\$725k	Oct-02	LFG drilling, pipeline installation, flare/blower upgrade
Akron Regional Landfill	Akron, OH	Scott Herman Akron Regional Landfill, Inc. 1585 Hardy Road Akron, OH 44313	330.928.8293 - ph 330.928.1429 - fax	\$350K	Jul-02	LFG expansion (drilling/pipeline) and leachate toedrain installation
City of Bristol	Bristol, VA	Bill Dennison	276-645-7360	\$140K	Sep-02	LFG drilling, pipeline installation
Seneca Meadows Landfill	Seneca, NY	Rich Weis	318-539-5624	\$40K	May-02	LFG drilling
Brent Run Landfill	MI	Brian Ezyck	734-654-1158	\$100K	Apr-02	LFG drilling, construction
Geneva Landfill	Geneva, OH	Evan Jahn	440-466-6481	\$151K	May-01	10 wells, 2,000 LF header, flare
DADS Landfill	Aurora, CO	Doc Niyro	303-690-4303	\$665K	Mar-01	42 wells, 9,000 LF header
Newcastle Landfill	Oklahoma City, OK	Mark Adams	405-745-4284	\$225 K	Jun-00	10 wells, 5,000 LF header, flare
McCarty Road Landfill	Houston, TX	Sonnie Anozie	281-584-8065	\$1.1 M	May-00	29,000 LF header, flare
Riverbend Landfill	McMinnville, OR	George Duvendack	503-435-7102	\$200 K	Sep-00	8 wells, 1,000 LF header
Altamont Landfill	Oakland, CA	Ken Lewis	925-455-7300	\$125 K	Aug-00	7,000 LF header
Conestoga Landfill	Reading, PA	Al Roman	610-286-7876	\$245K	Aug-00	12 wells, 3400 LF header
Central Landfill	Pompano Beach, FL	Nick Marotta	954-977-9551	\$400 K	Aug-00	29 wells, 11,000 LF header
Jefferson Parish Landfill	Avondale, LA	Rick Buller	504-436-0152	\$1.3 M	Jan-00	100 wells, 36,000 LF header, flare
Arlington Landfill	Arlington, TX	Bob Byrd	817-459-5865	\$1.3 M	May-99	LFG drilling, header, flare installation
Cuyahoga Regional Landfill	Solon, OH	Newell Wickam	440-498-5700	N/A	N/A	Ongoing construction, drilling, and O&M

**RESUMES / EXPERIENCE**

## **Gregory A. Cooper**

### ***Professional Qualifications***

Mr. Cooper's special qualifications include 14 years of experience as a site supervisor and technical general foreman performing construction, installation, and application of soil vapor extraction (SVE), air sparging (AS), groundwater recovery/injection, bioremediation, dewatering, landfill, and hazardous waste clean up projects at commercial, industrial and government sites. In addition, Mr. Cooper possesses mechanical, electrical, and treatment system process application skills for the construction and installation of soil and ground water in-situ remediation systems. He has worked extensively on AS/SVE and environmental remediation projects in Ohio.

### ***Education***

#### ***Health and Safety Training***

OSHA 29 CFR 1910.120 8-Hour Refresher Training

OSHA 29 CFR 1910.120 40-Hour Safety Training

### ***Experience and Background***

#### ***1985 - Present***

***Site Supervisor and Construction Inspection Manager, Findlay, Ohio***

Mr. Cooper's responsibilities include field supervision and implementation of the installation, operation, maintenance, and monitoring (OM&M) of soil and groundwater remediation systems. He assists engineers and hydrogeologists with remediation system process evaluation and sampling and analytical programs. In addition, he supervises and coordinates technical, mechanical and electrical personnel, subcontractors, transportation and disposal (T&D) activities, and sampling operations to ensure that all quality assurance/quality control (QA/QC) standards are met for a project.

Mr. Cooper has over 14 years of experience in the performing of remediation project activities for manufacturing, oil and chemical industries, railroads, foundaries, manufacturing, fertilizer plants, steel mills, and the government. He has performed field construction of mechanical and electrical systems for various in-situ remediation systems, remediation system OM&M, landfill construction, subsurface drain installations, heavy equipment operation, wastewater and groundwater treatment, hazardous waste disposal, underground recovery, dewatering, air monitoring, soil excavation, facility decontamination, derailments, pesticide cleanups, and tank removal and cleaning.

A summary of Mr. Cooper's related project experience includes the following:

Coordinated and managed the field construction and OM&M of an ex-situ SVE treatment cell for removal of chlorinated hydrocarbon compounds for a commercial client at a USEPA Superfund site. SVE was provided by a 1,500 standard cubic feet per minute (scfm) positive

displacement (PD) vapor extraction unit equipped with a moisture/vapor separator. Extracted vapors were treated with vapor phase carbon.

Coordinated and managed the field construction of a subsurface drain/leachate collection system for the removal of creosote contaminated soil, shallow ground water and stream for a commercial client at a USEPA Superfund site. The drain system was constructed of large diameter high-density polyethylene (HDPE) piping and associated sump and automated extraction pumps.

Performed field construction and OM&M activities of an AS/SVE and groundwater extraction remediation system for the remediation of dissolved phase gasoline in Ohio for a major oil company. OM&M included maintaining PD blowers, oil/water separator, soil vapor monitoring and sample collection, float systems, and water pumps. Also performed troubleshooting of electrical problems and replumbing of the system.

Performed OM&M for an AS/SVE and groundwater extraction remediation system for the remediation of dissolved phase chlorinated hydrocarbons in Ohio for an automotive parts manufacturing company. OM&M included maintaining PD blowers, oil/water separator, air stripper, soil vapor monitoring and sample collection, float systems, and water pumps. Also performed troubleshooting of electrical problems and replumbing of the system.

Performed OM&M for two groundwater pump and treat systems for the remediation of dissolved phase gasoline in Ohio for a major oil company. OM&M included maintaining float systems, submersible pumps, and air strippers. Also performed troubleshooting of electrical problems and replumbing of the system.

Performed OM&M for a liquid ring pump dual vacuum extraction system for the remediation of dissolved phase gasoline in Ohio for a major oil company. Provided troubleshooting of electrical problems, checked vacuums, and maintained the system on a weekly basis.

Performed OM&M for an air sparging system for the remediation of dissolved phase gasoline in Ohio for a major oil company. Activities included monitoring an air injection blower and computerized oxygen sensor system to optimize system performance. Performed industrial hygiene sampling in populated site facilities.

Supervised four equipment operators, eight recovery technicians, and two general foremen for a lagoon closure project at an automotive parts manufacturing facility. Responsibilities included dewatering, T&D, and sampling activities.

Supervised four equipment operators during a lagoon closure project that included the placement, compaction, and grading of solidified sludge in an on-site landfill and capping the landfill. In charge of subcontractors for HDPE liner installation and responsible for all QA/QC.



Supervised one laborer, seven equipment operators, and subcontractor personnel involved in the removal, cleaning, and cutting up of three tanks contaminated with diesel fuel at an automotive manufacturing facility in Norwood, Ohio.

Supervised an equipment operator and recovery technician during the excavation of polychlorinated biphenyl (PCB) contaminated soil at a rail yard in Terre Haute, Indiana. Supervised the sampling of the area to determine the extent of contamination.

Supervised a chemist and a hydrogeologist, ten recovery technicians, and subcontractor personnel who performed on-site excavation, sampling, water treatment, and air monitoring at a chemical facility in Chicago, Illinois. The contaminants were toluene, benzene, trichloroethylene, and creosote. Supervised characterization sampling and coordinated T&D of the contaminants off site.

At an automotive manufacturing facility in Defiance, Ohio, served as day shift general foreman and was responsible for: supervising two sample technicians, four laborers, and subcontractor personnel; provided QA/QC; and monitored all sampling activities. Lead-contaminated sludge was treated and turned into lead phosphate. The nonhazardous sludge was then dredged.

At a USEPA Region II site in St. Croix, Virgin Islands, performed activities as a general foreman and supervised four laborers. The project involved the sampling of 200 drums and various sizes of containers of unknown chemicals.

Served as foreman for a project involving the removal and cleaning of three 10,000-gallon tanks contaminated with diesel fuel and waste oil at a television manufacturing facility in Ottawa, Ohio. The area was then backfilled and compacted. Supervised sample technicians, equipment operators, and recovery technicians for this project.

Supervised the removal of a tank that was leaking waste oil at a manufacturing facility in Springfield, Missouri. Following the removal, a french drain was installed. Served as liaison to the client and supervised equipment operators, a plumber, and several subcontractor personnel.

Supervised two equipment operators, six laborers, and one engineer during a project at a manufacturing facility in Columbus, Ohio. Responsible for the cleaning and cutting up of 20 tanks contaminated with JP-4, diesel fuel, and waste oils. Upon completion of these tasks, his crew installed two tanks, replaced the concrete, and repaved the area. Responsible for subcontractor procurement and supervision.

General foreman for an emergency response project involving a train car that tipped over in Kenton, Ohio. Directed one operator and one foreman during the excavation and disposal of contaminated soils after the car had been set upright.

General foreman for an emergency response project in which a train collided with a rubber tire loader. The response called for the cleanup of diesel fuel that had already soaked into the

ballast. Installed two drain systems and recovered several hundred gallons of diesel fuel. Supervised one operator, one geological engineer, and two recovery technicians.

## ***Dennis W. Hinderer***

### ***Professional Qualifications***

Mr. Hinderer has worked for OWT construction, from 02/91 to present. As a site supervisor, Mr. Hinderer over seen construction crews and practices for the installation of piplines, extraction and monitoring wells for landfill gas migration control systems. Responsible for all field operations on individual projects sites., including personal and equipment, field maintenance, daily construction oversight, site heath, safety, training, and development of site field personal other responsibilities include daily project tracking, interfacing with client and QA/QC representatives, inventory control, and overall project performance.

### ***Education***

#### ***Additional training:***

40-hour OSHA CFR 1910.120

Haz mat workshops

Supervisor haz mat training

All haz mat refresher training

### ***Experience and Background***

#### ***1991 - Present***

##### ***Construction Supervisor, LOCATION?***

Construction work includes the following:

- Landfill gas and leachate well drilling and completion.
- Landfill gas and leachate pipline construction.
- Treatment facilities installation, including landfill gas blower/flare systems, enery recovery systems, and leachate treatment/ control plant installations.
- Maintenance and add-ons to existing systems.

#### ***1979 – 1991***

##### ***Vice President/Owner/Operator, Hinder Brothers, Inc. Williston ND.***

Duties included billing, sales office administration, operator of all pipeline equipment, trackhoes, dozer, chain trenches, wheel trenches, side booms, cranes, road graders, 18 wheel trucks and larger trucks.

Experienced in saddle fusion techniques and the fusion of 1" through 24" HDPE pipe, installation of steel, fiberglass, PVC, HDPE, and cement-lined steel piping systems in the natural gas industry.

**Bruce Wolverton*****Professional Qualifications***

Bruce Wolverton has worked for Shaw E&I Inc. (Pipeline division) for four years. As a foreman he was responsible for personnel and equipment, field maintenance, daily construction oversight, health and safety, pipeline welding, and installation of pipelines. As an operator he was responsible for heavy equipment operation, pipe welding, health and safety, and equipment repairs. As a foreman Bruce is responsible for personnel, health and safety, pipeline installation, project tracking, blueprint reading, and delegation of workload.

***Education***

40-hour OSHA training  
Certified fuse technician  
CDL  
Computer Skills

***Experience and Background******Laborer 1998-1999***

Duties included pouring concrete, repair equipment, pipeline welding, rake sand, health and safety, and confined space entry repairs.

***Operator 1999-2001***

Duties included heavy equipment operation (backhoe, bob cat, forklift, dozer), pipeline welding, equipment repair, and health and safety.

***Foreman 2001-present***

Duties include heavy equipment operation (backhoe, bob cat, forklift, dozer), pipeline welding, equipment repair, project tracking, reading blueprints, delegation of workload, and health and safety.

## **Brian May**

### ***Professional Qualifications***

Mr. May has worked for EMCON/OWT for 12 years. As a site supervisor Brian has over seen construction crews and practices for the installation of pipelines, extraction and monitoring wells for landfill gas migration control systems. He is responsible for all field operations on individual project sites including personnel and equipment, field management, daily construction oversight, and site health and safety. Other responsibilities include daily project tracking, interfacing with client and QA/QC representatives, and inventory control.

### ***Education***

Competent Person Training  
40-hour OSHA Training  
Supervisor Training  
Excavation Standards  
Confined Space Entry  
Computer Skills

### ***Experience and Background***

#### ***Construction Supervisor's Responsibilities***

As a site supervisor, Mr. May has over seen construction crews and practices for the installation of pipelines, extraction and monitoring wells for landfill gas migration control systems. Responsible for all field operations on individual projects sites., including personal and equipment, field maintenance, daily construction oversight, site health and safety, and development of site field personal other responsibilities include daily project tracking, interfacing with client and QA/QC representatives, inventory control, and overall project performance.

#### ***Equipment Operating Qualifications***

Caterpillar, John Deere, Case, and JCB Backhoes  
Caterpillar 953, 963, 973, and Kamotsu 66 Loaders  
Caterpillar 4, 5, 6, 8 and John Deere 455 & 555 Dozers  
Caterpillar, and Case Forklifts  
Caterpillar 320,330,335  
Caterpillar and Volvo 25, 30, and 35 ton 6 Wheel Articulated Dump Trucks  
Computer Skills

## **Donald Hershman**

### ***Professional Qualifications***

Mr. Hershman has more than 25 years of experience in the supervision of drilling and construction practices for the installation of pipelines and extraction/monitoring wells for landfill gas migration control systems and the natural gas industry. He is responsible for overall project performance, as well as all field operations, including personnel and equipment, field maintenance, daily construction oversight, site health and safety, and training of on site and off-site field personnel. Mr. Hershman's other responsibilities include daily project tracking, interface with client and QA/QC representatives, and inventory control.

**OWT Construction Company** – General Manager, Environmental Drilling and Construction Division. Provides drilling and construction services specific to the solid and hazardous waste landfill environments.

**Drilling Manager** – Supervised all drilling personnel and field drilling activities.

**Project Manager** – Responsibilities included managing construction and drilling operations, financial of projects (tracking costs), preparing project scopes, schedules and budgets, generating proposals and bidding, and contract administration.

### ***Selected Project Experience***

#### ***Development of Landfill Gas Projects***

- Facilities operations manager, responsible for ten leachate evaporator projects located at various landfill sites throughout the region.
- One 5.6 Megawatt Power Plant, located in Scranton, PA and various gas to energy projects.
- Various oil and gas well drilling and construction, pipeline and compressor station construction. Supervised the field assembly of drilling, pipeline and compressor stations throughout the western over thrust region of the northwest.

### ***Training***

CAT Engine Schools  
 40-Hour OSHA CFR 1910.120  
 Haz Mat Workshops  
 Supervisors Haz Mat Training – 8 hours  
 Haz Mat Refresher Training – 8 hours  
 Hire Date: 1993

**TRAINING CERTIFICATION**

## **Johnny D. Meier**

### **Professional Qualifications**

Mr. Meier has worked for OWT construction, from January 2001 to present. As a site supervisor, Mr. Meier has over seen construction crews and practices for the installation of pipelines, extraction and monitoring wells for landfill gas migration control systems. Responsible for all field operations on individual projects sites., including personal and equipment, field maintenance, daily construction oversight, site health and safety, and development of site field personal other responsibilities include daily project tracking, interfacing with client and QA/QC representatives, inventory control, and overall project performance.

### **Education**

#### ***Additional training:***

40-hour OSHA CFR 1910.120

Haz mat workshops

Supervisor haz mat training

8 hour refresher

24 hour clandestine drug lab response

40 hour site safety officer

40 hour railcar emergency response and transfer

24 hour emergency response

certification on buttfusion welding

### **Experience and Background**

#### **1975-1987 Construction Supervisor, LDB Drainlaying Commerce City Colorado**

Construction work included the installation of sewer and water pipelines for new housing developments in Denver Colorado. The company ceased operating in 1987.

#### **1987-1988 Tarco Inc. Arvada Colorado**

Responsibilities included the installation of sewer, water and storm sewer pipelines. Left the company due to the lack of work.

#### **1989-1990 Andersens Star Market Hudson Colorado**

Duties included the cutting of meat for the grocery store.

#### **1990-1993 Chemical Waste Management Enrac Division**

Duties included the oversite of hazardous waste cleanup, labpacks as well as drug bust cleanups for the DEA.



**1993-1995 Rust Remedial services ( Chem waste merged with Rust)**

Duties included the cleanup of hazard waste sites as well as oversight of landfill caps, pipeline installation for jet fuel at local Air Force bases, tank removals ect.

**1995-1998 OHM Remediations ( OHM bought Rust)**

Remediation services of haz waste sites, landfill caps ,tank removals landfill cell construction and basin construction for waste water at the Rocky Mountain Arsenal in Denver Colorado as well as clean up and demo at the Pueblo Chemical depot.

**1998-2001 IT Corporation (IT bought OHM)**

Duties included the oversight of cleanup crews, construction crews, Health and Safety oversight of remediation sites,landfill cell and cap construction,ect.

**2001-present OWT Construction member of the IT Group**

Duties include the supervision of pipeline installation for the maintenance of landfill gases, flare construction, cost tracking, coordinating with the QA/QC, as well as the client.

## TRAINING CERTIFICATION

**CERTIFICATION STATEMENT**

All personnel have, or will have, the required OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response training before beginning work on this project.



Shaw Environmental & Infrastructure, Inc.

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# CERTIFICATE OF COMPLETION

Presented To

Donald Hershman

In Recognition of Having Successfully Completed

The Prescribed Course Of Study For

8-Hour HAZWOPER Refresher (8 Hour)

In compliance with OSHA 29 CFR 1910.120 (e) (8) and CFR 1910.120 (q) (8)

Course expires in 1 year

December 30, 2002

EFFECTIVE DATE

DON L. UNRUH, CIH, CSP  
MANAGER, INTERNAL TRAINING GROUP



Shaw Environmental & Infrastructure, Inc.

19

# CERTIFICATE OF COMPLETION

Presented To

Bruce E. Wolverton

In Recognition of Having Successfully Completed

The Prescribed Course Of Study For

8-Hour HAZWOPER Refresher (8 Hour)

In compliance with OSHA 29 CFR 1910.120 (e) (8) and CFR 1910.120 (q) (8)  
Course expires in 1 year

December 30, 2002

EFFECTIVE DATE

DON L. UNRUH, CIH, CSP  
MANAGER, INTERNAL TRAINING GROU.



Shaw Environmental & Infrastructure, Inc.

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# CERTIFICATE OF COMPLETION

Presented To

Johnny Meier

In Recognition of Having Successfully Completed  
The Prescribed Course Of Study For

8-Hour HAZWOPER Refresher (8 Hour)

In compliance with OSHA 29 CFR 1910.120 (e) (8) and CFR 1910.120 (q) (8)  
Course expires in 1 year

December 30, 2002

EFFECTIVE DATE

DON L. UNRUH, CIH, CSP  
MANAGER, INTERNAL TRAINING GROU.



Shaw Environmental & Infrastructure, Inc.

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# CERTIFICATE OF COMPLETION

Presented To

Dennis Hinderer

In Recognition of Having Successfully Completed  
The Prescribed Course Of Study For

8-Hour HAZWOPER Refresher (8 Hour)

In compliance with OSHA 29 CFR 1910.120 (e) (8) and CFR 1910.120 (q) (8)  
Course expires in 1 year

December 30, 2002

EFFECTIVE DATE

DON L. UNRUH, CIH, CSP  
MANAGER, INTERNAL TRAINING GROUP



Shaw Environmental & Infrastructure, Inc.

# CERTIFICATE OF COMPLETION

Presented To

Gregory A. Cooper

In Recognition of Having Successfully Completed  
The Prescribed Course Of Study For

8-Hour HAZWOPER Refresher (8 Hour)

In compliance with OSHA 29 CFR 1910.120 (e) (8) and CFR 1910.120 (q) (8)  
Course expires in 1 year

December 30, 2002

EFFECTIVE DATE

DON L. UNRUH, CIH, CSP  
MANAGER, INTERNAL TRAINING GROUP