

**27. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1206-03/BJC – Landfill Gas Management Project 2003 System Expansion (Certificate of Completion).**

CC-1206-03/BJC provided for all labor, materials, equipment, transportation and incidentals necessary for a Landfill Gas Management System Expansion, including header pipe, laterals, gas extraction wells, condensate sump and pump, utility blower/flare station, and blind flanges for future expansion. As of November 09, 2004, all work and documentation have been satisfactory completed. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION

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AGREEMENT TITLE: Landfill Gas Management System, Expansion Phase II Cell 2A

COUNTY CONTRACT NO.: CC-1206-03/BJC

PROJECT: Landfill Gas Management System, Expansion Phase II Cell 2A

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CONTRACTOR: SHAW – EMCON/OWT, Inc.

AGREEMENT FOR: Construction AGREEMENT DATE: April 25, 2003

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This Certificate of Substantial Completion applies to all Work under the Contract Documents or the following specified parts thereof:

TO: S2L, Incorporated  
ENGINEER

AND TO: SHAW – EMCON/OWT, Inc.  
CONTRACTOR

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The Work to which this Certificate applies has been inspected by authorized representatives of Contractor, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

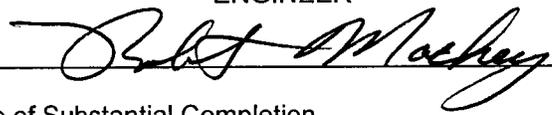
October 25, 2003  
DATE OF SUBSTANTIAL COMPLETION

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within thirty (30) Days of the above date of Substantial Completion.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 24 ~~April~~<sup>PM.</sup> February, 2004

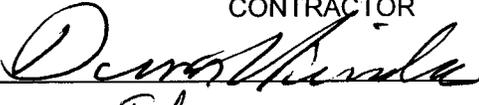
S2L, Incorporated  
ENGINEER

BY: 

CONTRACTOR accepts this Certificate of Substantial Completion

on Feb 24/04, 2004.

SHAW - EMCON/OWT, Inc.  
CONTRACTOR

BY: 

Executed by County's Project Manager on February 24, 2004

BY: CAROL L. HUNTER, P.E.  
PROJECT MANAGER



SEMINOLE COUNTY  
CERTIFICATE OF FINAL INSPECTION

AGREEMENT TITLE: Landfill Gas Management System, Expansion Phase II Cell 2A

COUNTY CONTRACT NO.: CC-1206-03/BJC

TO: CONTRACTOR SHAW – EMCON/OWT, Inc.

Project Manager David Gregory, Director of Solid Waste – Seminole County

A joint inspection of the Work described in the Contract Documents has been made by the County and the Contractor on MARCH 2, 2004 (date) in accordance with Section 14 of the General Conditions, and is accepted by the County, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

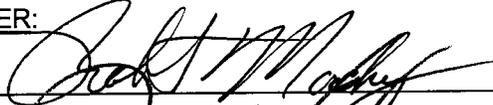
**Accepted by:**

CONTRACTOR :

BY: 

DATE: 3/2/04

ENGINEER:

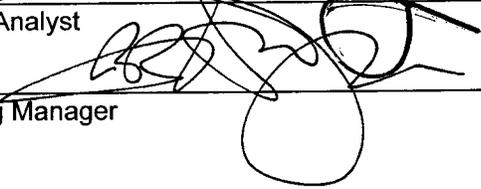
BY: 

DATE: 8/6/04

**Approved:**

  
Contracts Analyst

DATE: 11/8/04

  
Purchasing Manager

DATE: 11/8/04

AGREEMENT TITLE: Landfill Gas Management System, Expansion Phase II Cell 2A

COUNTY CONTRACT NO.: CC-1206-03/BJC

AGREEMENT DATE: April 28, 2003

PROJECT: Landfill Gas Management System, Expansion Phase II Cell 2A

**CERTIFICATE OF ENGINEER**

I CERTIFY, that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the project in accordance with the terms of the Contract Documents.

Agreement Date	<u>April 25, 2003</u>	
CONTRACTOR Notified to Proceed	<u>May 5, 2003</u>	
Days allowed by Agreement*		<u>150</u>
Extensions Granted by C.O.		<u>0</u>
Total Days Allowable		<u>150</u>
Scheduled Completion Date	<u>October 3, 2003</u>	
Work Began	<u>May 16, 2003</u>	
Project Substantially Completed	<u>October 25, 2003</u>	
Days to Complete		<u>303</u>
Underrun		<u>                    </u>
Overrun		<u>153</u>

Date: 8/6/04

By:   
(ENGINEER)

\* 60 days - Vacuum required on wells.  
150 days - Substantial Completion  
180 days - Final Completion

CERTIFICATE OF FINAL COMPLETION

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AGREEMENT TITLE: Landfill Gas Management System, Expansion Phase II Cell2A

COUNTY CONTRACT NO.: CC-1206-03/BJC

PROJECT: Landfill Gas Management System, Expansion Phase II Cell 2A

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CONTRACTOR: SHAW – EMCON/OWT, Inc.

AGREEMENT FOR: \$509,123.64 AGREEMENT DATE: April 25, 2003

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This Certificate of Final Completion applies to all Work under the Contract Documents.

TO:   
ENGINEER

TO:   
CONTRACTOR

TO: \_\_\_\_\_  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

MARCH 4, 2004  
DATE OF FINAL COMPLETION

This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER ON 10 / 20 / 20 04  
Robert Maskey SLI, Inc.  
ENGINEER

BY: Robert Maskey

CONTRACTOR accepts this certificate of Final Completion on October 18th,  
20 04.

Emcon/OWT Inc.  
CONTRACTOR  
BY: May A. Derj

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_,  
20 \_\_\_\_\_.

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
BY: \_\_\_\_\_,  
Chairman

Clerk of the Board of  
County Commissioners of  
Seminole County, Florida  
Date: \_\_\_\_\_



BOND #28-03-09, BOND EFFECTIVE FROM 3/4/2004 to 3/4/2006

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

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** Shaw Environmental, Inc., 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 \$ 50,912.36 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

\*\*\*The Insurance Company of the State of Pennsylvania

**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 October 25, 2003, 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.

MAINTENANCE BOND

2/10/2003

CC-1206-03/BJC

Gas Management

Utilities

00620-1

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 29th day of September, 2004.

Address: SHAW CONSTRUCTORS, INC. (SEAL)  
6910 Treeline Drive  
Suite F  
Brecksville, OH 44141

SHAW CONSTRUCTORS, INC. (SEAL)

Principal  
By: Ronald Cuthbert Its: President  
(If a Corporation)  
Ronnie Valentine

ATTEST: S. Robison Its: VP & Secretary  
(If a Corporation)  
Samuel Robison

Address: THE INSURANCE COMPANY OF THE (SEAL)  
70 Pine Street  
New York, New York  
10270

THE INSURANCE COMPANY OF THE (SEAL)  
STATE OF Pennsylvania Surety PENNSYLVANIA

By: Wendy Lee Wadkins  
Its: Attorney-in-Fact Wendy Lee Wadkins

Phone No. 212-458-2865

Fax No. 212-458-1331

ATTEST: Maria M. Feliciano  
Maria M. Feliciano

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.

ACKNOWLEDGMENT BY SURETY

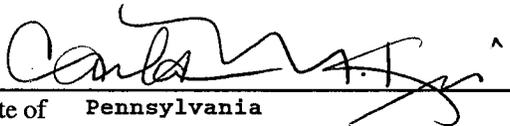
STATE OF Pennsylvania  
County of Delaware } ss

On this 29th day of September, 2004, before me personally appeared Wendy Lee Wadkins, known to me to be the Attorney-in-Fact of

The Insurance Company of the State of Pennsylvania, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Carla M. Kime



Notary Public in the State of Pennsylvania  
County of Delaware

My Commission Expires October 26, 2006

(Seal)

Notarial Seal  
Carla M. Kime, Notary Public  
Radnor Twp., Delaware County  
My Commission Expires Oct. 26, 2006  
Member, Pennsylvania Association Of Notaries

**The Insurance Company of the State of Pennsylvania**

Executive Offices  
70 Pine Street  
New York, NY 10270

**STATUTORY  
FINANCIAL STATEMENT**

as of DECEMBER 31, 2003

<u>ASSETS</u>		<u>LIABILITIES</u>	
Bonds.....	\$ 492,697,185	Reserve for Losses and Loss Expense \$	912,331,733
Stocks.....	855,276,094	Reserve for Unearned Premiums.....	450,888,758
Collateral Loans.....	-	Reserve for Expenses, Taxes, Licenses and Fees.....	12,909,379
Cash & Short-Term Investments.....	20,441,825	Provision for Reinsurance .....	49,617,518
Agents' Balances or Uncollected Premiums...	49,420,058	Funds Held Under Reinsurance	
Funds Held by Ceding Reinsurers .....	164,189,519	Treaties .....	183,951,774
Reinsurance Recoverable on Loss Payments.	165,821,528	Other Liabilities.....	85,853,634
Equities & Deposits in Pools & Associations.	54,581,443	Capital Stock.....	5,005,500
Other Admitted Assets .....	717,347,868	Surplus .....	819,217,024
<b>TOTAL ASSETS .....</b>	<b>\$ 2,519,775,320</b>	<b>TOTAL POLICYHOLDERS' SURPLUS .....</b>	<b>824,222,524</b>
		<b>TOTAL LIABILITIES AND POLICYHOLDERS' SURPLUS .....</b>	<b>\$ 2,519,775,320</b>

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners. Securities carried at \$ 104,545,469 in the above statement are deposited as required by law or otherwise pledged.

**CERTIFICATE**

Kristian P. Moor, President, and Robert J. Beier, Comptroller, of The Insurance Company of the State of Pennsylvania being duly sworn, each for himself deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2003, the Company actually possessed the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2003, according to the best of their information, knowledge and belief respectively.

*[Signature]*

President

*[Signature]*

Comptroller

STATE OF NEW YORK  
COUNTY OF NEW YORK

} ss.:

On this 17 day of March, 2004, before me came the above named officers of The Insurance Company of the State of Pennsylvania to me known to be the individuals and officers described herein, and acknowledged that they executed the foregoing instrument and affixed the seal of said corporation thereto by authority of their office.



31077 (3/03)

*[Signature]*  
JOHN K. SCHILD  
Notary Public, State of New York  
No. 01SC5053075  
Qualified in Kings County  
Commission Expires Dec. 11, 2005

**POLICYHOLDER DISCLOSURE STATEMENT  
UNDER  
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), we are providing this disclosure notice for bonds for which a member company of the American International Companies is the surety. "Terrorism" is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceeding the Act of Terrorism.

Acts of Terrorism are not excluded from any surety bonds issued on your behalf and your charge for Terrorism coverage is 0% of what would have been your final premium.

**The Insurance Company of the State of Pennsylvania**

Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

**POWER OF ATTORNEY**

No. 01-B-03386

**KNOW ALL MEN BY THESE PRESENTS:**

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

---Joseph J. Kent, William Hyndman, IV, Frank J. Mason, Christopher F. Mulvaney, Mark V. Niemeyer,  
Leonard J. Powell, Jr., Wendy Lee Wadkins: of Radnor, Pennsylvania---

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 8th day of September, 2003.

*Michael C. Fay*  
Michael C. Fay, Vice President

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

On this 8th day of September, 2003 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.

*Dorothy L. Parker*  
DOROTHY L. PARKER  
Notary Public, State of New York  
No. 01PA6060631  
Qualified in Richmond County  
Commission Expires June 25, 2007

**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 29th day of September, 2004



*Elizabeth M. Tuck*  
Elizabeth M. Tuck, Secretary



### SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Virginia County of Loudoun

Renee Jenkins, being duly sworn according to law, deposes and says that he is the Lien Administrator (Title of Office of United Rentals) SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Seminole County Landfill and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Renee Jenkins  
Signature of Affiant

Lien Administrator  
Title

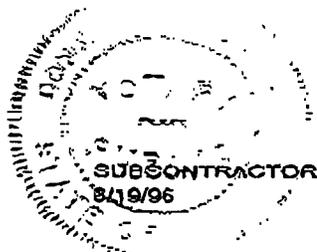
State of Virginia )  
County of Loudoun )<sup>SS</sup>

The foregoing instrument was acknowledged before me this 22 day of June 2004 by Renee Jenkins, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Donna L. Lindquist  
Signature

Print name: Donna L. Lindquist  
Notary Public in and for the County and State Aforementioned

My commission expires: 10-31-06



SUBCONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)

App. R-1

# SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Ohio County of Cuyahoga

Anthony Alexander, being duly sworn according to law, deposes and says that he is the Vice President (Title of Office of American Plastic Pipe & Supply) SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Seminole County Landfill and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Anthony Alexander  
Signature of Affiant

Vice President  
Title

State of Ohio )  
County of Cuyahoga ) ss

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 2003, by Anthony A. Alexander, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Brenda Kocur  
Signature

**BRENDA KOCUR, Notary Public**  
**STATE OF OHIO**  
Print name: \_\_\_\_\_  
Notary Public in and for the County and State Aforementioned  
**My Commission Expires FEB. 12, 2006**

My commission expires: \_\_\_\_\_

### SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Michigan County of Washtenaw

Debbie Seager, being duly sworn according to law, deposes and says that he is the Credit Analyst (Title of Office of QED Environmental SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Semine County Landfill and that he is authorized to and does make this affidavit in behalf of said Subcontractor. (Invoice # 108517 + 108711)

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suits, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Debbie Seager  
Signature of Affiant

Credit Analyst  
Title

State of )  
County of ) ss

The foregoing instrument was acknowledged before me this 2nd day of June 2004, by Debbie Seager, who is personally known to me or who has produced DL as identification.

Lisa M Lewis  
Signature

Print name: LISA LEWIS  
Notary Public in and for the County and State Aforementioned

LISA M LEWIS  
Notary Public, Livingston County, MI  
My commission expires Mar. 23, 2008

### SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Ohio

County of Muskingum

Valene Arbaugh being duly sworn according to law, deposes and says that <sup>she</sup> ~~he~~ is the President (Title of Office of Action Temporary Services)

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Seminole County Landfill and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Valene Arbaugh  
Signature of Affiant

PRESIDENT  
Title

State of )  
County of ) ss

The foregoing instrument was acknowledged before me this 1st day of April, 2004 by Valene Arbaugh, who is personally known to me or who has produced pass port as identification.

Michele A Haught  
Signature

Print name: Michele A Haught  
Notary Public in and for the County and State Aforementioned

My commission expires: 3/4/2009



### SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Florida County of Orange  
Lee Campbell, being duly sworn according to law, deposes and says that he is  
the President (Title of Office of Geomark Land Surveyors,  
SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
Seminole County Landfill and that he is authorized to and does make this affidavit in  
behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Lee Campbell  
Signature of Affiant

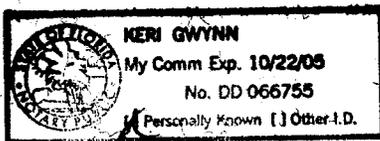
President  
Title

State of Florida)  
) ss  
County of Orange)

The foregoing instrument was acknowledged before me this 26 day of May,  
2004 by Lee Campbell, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

Keri Gwynn  
Signature

Print name: Keri Gwynn  
Notary Public in and for the County and  
State Aforementioned



My commission expires: 10/22/05



**The Insurance Company of the  
State of Pennsylvania**

Executive Offices  
70 Pine Street  
New York, NY 10270

**STATUTORY  
FINANCIAL STATEMENT**

as of DECEMBER 31, 2002

<u>ASSETS</u>		<u>LIABILITIES</u>	
Bonds.....	\$ 544,834,774	Reserve for Losses and Loss Expense \$	720,765,909
Stocks.....	706,976,668	Reserve for Unearned Premiums.....	354,242,682
Collateral Loans.....	-	Reserve for Expenses, Taxes, Licenses and Fees.....	7,590,541
Cash & Short-Term Investments.....	530,210	Provision for Reinsurance .....	49,226,391
Agents' Balances or Uncollected Premiums...	145,497,621	Funds Held Under Reinsurance	
Funds Held by Ceding Reinsurers .....	134,207,600	Treaties .....	148,657,786
Reinsurance Recoverable on Loss Payments.	181,999,175	Other Liabilities.....	239,399,869
Equities & Deposits in Pools & Associations.	34,914,410	Capital Stock.....	5,005,500
Other Admitted Assets .....	461,225,076	Surplus .....	685,296,856
 		<b>TOTAL POLICYHOLDERS'</b>	
<b>TOTAL ASSETS .....</b>	<b>\$ 2,210,185,534</b>	<b>SURPLUS .....</b>	<b>690,302,356</b>
		<b>TOTAL LIABILITIES AND</b>	
		<b>POLICYHOLDERS' SURPLUS .....</b>	<b>\$ 2,210,185,534</b>

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners. Securities carried at \$ 91,816,566 in the above statement are deposited as required by law or otherwise pledged.

**CERTIFICATE**

Kristian P. Moor, President, and Robert J. Beier, Comptroller, of The Insurance Company of the State of Pennsylvania being duly sworn, each for himself deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2002, the Company actually possessed the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2002, according to the best of their information, knowledge and belief respectively.

*[Signature]*

President

*[Signature]*

Comptroller

STATE OF NEW YORK  
COUNTY OF NEW YORK

} ss.:



On this 11 day of March, 2003, before me came the above named officers of The Insurance Company of the State of Pennsylvania to me known to be the individuals and officers described herein, and acknowledged that they executed the foregoing instrument and affixed the seal of said corporation thereto by authority of their office.

*[Signature]*  
JOHN K. SCHILD  
Notary Public, State of New York  
No. 01SC5053075  
Qualified in Kings County  
Commission Expires Dec. 11, 2005

**POLICYHOLDER DISCLOSURE STATEMENT  
UNDER  
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), we are providing this disclosure notice for bonds for which a member company of the American International Companies is the surety. "Terrorism" is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Acts of Terrorism are not excluded from any surety bonds issued on your behalf and your charge for Terrorism coverage is 0% of what would have been your final premium.

**The Insurance Company of the State of Pennsylvania**

Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

**POWER OF ATTORNEY**

No. 01-B-03386

**KNOW ALL MEN BY THESE PRESENTS:**

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

---Joseph J. Kent, William Hyndman, 1V, Frank J. Mason, Christopher F. Mulvaney, Mark V. Niemeyer,  
Leonard J. Powell, Jr., Wendy Lee Wadkins: of Radnor, Pennsylvania---

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 8th day of September, 2003.

*Michael C. Fay*  
Michael C. Fay, Vice President

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

On this 8th day of September, 2003 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.

*Dorothy L. Parker*  
DOROTHY L. PARKER  
Notary Public, State of New York  
No. 01PA6060631  
Qualified in Richmond County  
Commission Expires June 25, 2007

**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 19th day of April, 2004



*Elizabeth M. Tuck*  
Elizabeth M. Tuck, Secretary