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

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

CONTRACTOR: SHAW – EMCON/OWT, Inc.

AGREEMENT FOR: Construction AGREEMENT DATE: April 25, 2003

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

The Work to which this Certificate applies has been 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~~ B.M. February, 2004

S2L, Incorporated
ENGINEER

BY: Robert Mackey

CONTRACTOR accepts this Certificate of Substantial Completion

on Feb 24/04, 2_____.

SHAW – EMCON/OWT, Inc.
CONTRACTOR

BY: [illegible]

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:

_____ DATE: 11/8/04
Contracts Analyst

_____ DATE: 11/8/04
Purchasing Manager

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

Date: 8/6/04

By: _____ (ENGINEER)

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

CERTIFICATE OF FINAL COMPLETION

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

CONTRACTOR: SHAW – EMCON/OWT, Inc.

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

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

TO: _____
ENGINEER

TO: _____
CONTRACTOR

TO: _____
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

The Work to which this Certificate applies has been 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

SGL, Inc.

ENGINEER

BY:

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

Emcon/OWT Inc.

CONTRACTOR

BY:

COUNTY accepts this Certificate of Final Completion on _____, 20_____.

ATTEST:

BOARD OF COUNT COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____
, Chairman

Date: _____

Clerk of the Board of
County Commissioners of
Seminole County, Florida

CONTRACTOR'S RELEASE

LFG System Expansion

Agreement Title: Phase II Cell 2A County Contract No.: CC-1206-03/BJC

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared Anthony A. Alexander who, being duly sworn and personally know to me, deposes and says that he/she is _____ of Emcon/OWT Inc., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on _____, located in Seminole County, Florida, dated the 16th day of April, 20 04, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of $ 68,934.99 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of $ 68,924.99 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

Affiant

State of Ohio)
) ss
County of Cuyahoga)

The foregoing instrument was acknowledged before me this 16th day of April, 20 04, 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
My Commission Expires FEB. 12, 2006

Print name: _____
Notary Public in and for the County and Sate Aforementioned

My commission expires: _____

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.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 29th day of September, 20 04.

Address:

6910 Treeline Drive

Suite F

Brecksville, OH 44141

SHAW CONSTRUCTORS, INC. (SEAL)
Principal

By: Ronnie Valentine Its: President
(If a Corporation)
Ronnie Valentine

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

Address:

70 Pine Street

New York, New York

10270

THE INSURANCE COMPANY OF THE STATE OF (SEAL)
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

(Seal)

My Commission Expires October 26, 2006

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

ASSETS

Bonds	$	492,697,185
Stocks		855,276,094
Collateral Loans		-
Cash & Short-Term Investments		20,441,625
Agents' Balances or Uncollected Premiums		49,420,058
Funds Held by Ceding Reinsurers		164,189,519
Reinsurance Recoverable on Loss Payments		165,821,528
Equities & Deposits in Pools & Associations		54,581,443
Other Admitted Assets		717,347,868
TOTAL ASSETS	$	2,519,775,320

LIABILITIES

Reserve for Losses and Loss Expense	$	912,331,733
Reserve for Unearned Premiums		450,888,758
Reserve for Expenses, Taxes, Licenses and Fees		12,909,379
Provision for Reinsurance		49,617,518
Funds Held Under Reinsurance Treaties		183,951,774
Other Liabilities		85,853,634
Capital Stock		5,005,500
Surplus		819,217,024
TOTAL POLICYHOLDERS' SURPLUS		824,222,524
TOTAL LIABILITIES AND POLICYHOLDERS' SURPLUS	$	2,519,775,320

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.

President

Comptroller

STATE OF NEW YORK
COUNTY OF NEW YORK } SS.:

On this 31 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)

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, 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, 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
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, Secretary

23238 (4/99)

CONTRACTOR'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 A. Alexander, being duly sworn according to law, deposes and says that he is the _____ (Title of Office of Emcon/OWT Inc., CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the _____ and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR 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 CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work 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. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. 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.

Signature of Affiant

Vice President
Title

State of OHIO)
) ss
County of Cuyahoga)

The foregoing instrument was acknowledged before me this 16th day of April, 2004, 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
My Commission Expires FEB. 12, 2008

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

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 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.

Signature of Affiant — Lien Administrator, Title

State of Virginia)
County of Loudoun) ss

The foregoing instrument was acknowledged before me this 22 day of June, 20 04 by Renee Jenkins, who is personally known to me or who has produced _____ as identification.

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)

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.

A. A. Alexander
Signature of Affiant

Vice President
Title

State of Ohio)
) ss
County of Cuyahoga)

The foregoing instrument was acknowledged before me this 29th 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
My Commission Expires FEB. 12, 2006

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

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 Seminole 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)
) ss
County of)

The foregoing instrument was acknowledged before me this 2nd day of June, 20 04, by Debbie Seager, who is personally known to me or who has produced DL as identification.

Lisa Lewis
Signature

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

My commission expires: LISA N LEWIS Notary Public, Livingston County, MI My Commission Expires Mar. 23, 2006

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 ~~he~~ she 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)
) ss
County of)

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 passport 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 Ohio County of Hancock

Don DeArment, being duly sworn according to law, deposes and says that he is the Vice President (Title of Office of LFG Specialties, 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. Unit #1839

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.

Daniel K. DeArment
Signature of Affiant

VICE PRESIDENT, LFG
Title

State of OHIO)
) ss
County of COYAHOGA)

The foregoing instrument was acknowledged before me this 1ST day of APRIL, 2004 by DANIEL K. DEARMENT, who is personally known to me or who has produced N/A as identification.

Charles J. Giffels
Signature

Print name: CHARLES J. GIFFELS
Notary Public in and for the County and State Aforementioned

My commission expires: 11/26/05

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

KERI GWYNN
My Comm Exp. 10/22/05
No. DD 066755
Personally Known [ ] Other I.D.

My commission expires: 10/22/05

BOND #28-95-45

CONSENT OF SURETY TO FINAL PAYMENT

We, the The Insurance Company of the State of Pennsylvania, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of *** Dollars ($ 489,098.00) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

***Four Hundred & Eighty-nine Thousand, Ninety-eight-----00/100

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the The Insurance Company of the State of Pennsylvania has caused this instrument to be executed on its behalf of its Contractor**** -and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 19th day of April 2004. ****Shaw Constructors, Inc.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
Surety Company

Wendy Lee Wadkins
Attorney-In-Fact
WENDY LEE WADKINS

(Power of Attorney must be attached if executed by Attorney-In-Fact)

State of PA)
) ss
County of Delaware)

The foregoing instrument was acknowledged before me this 19th day of April, 2004, by Wendy Lee Wadkins, who is personally known to me or who has produced Her License/Power as identification.

Signature

Print name: Carla M. Kime
Notary Public in and for the County and State Aforementioned

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

My commission expires: October 26, 2004

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

ASSETS

Bonds	$ 544,834,774
Stocks	706,976,668
Collateral Loans	-
Cash & Short-Term Investments	530,210
Agents' Balances or Uncollected Premiums	145,497,621
Funds Held by Ceding Reinsurers	134,207,600
Reinsurance Recoverable on Loss Payments	181,999,175
Equities & Deposits in Pools & Associations	34,914,410
Other Admitted Assets	461,225,076
TOTAL ASSETS	$ 2,210,185,534

LIABILITIES

Reserve for Losses and Loss Expense	$ 720,765,909
Reserve for Unearned Premiums	354,242,682
Reserve for Expenses, Taxes, Licenses and Fees	7,590,541
Provision for Reinsurance	49,226,391
Funds Held Under Reinsurance Treaties	148,657,786
Other Liabilities	239,399,869
Capital Stock	5,005,500
Surplus	685,296,856
TOTAL POLICYHOLDERS' SURPLUS	690,302,356
TOTAL LIABILITIES AND POLICYHOLDERS' SURPLUS	$ 2,210,185,534

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.

President

Comptroller

STATE OF NEW YORK
COUNTY OF NEW YORK } SS.:

On this 31 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.

31077 (3/03)

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, 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, 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
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, Secretary

23238 (4/99)