

A G R E E M E N T

THIS AGREEMENT entered into this 8th day of October 2001, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and **ORGANIC WASTE TECHNOLOGIES, INC.**, doing business as a corporation), hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for Initial Landfill Gas Extraction System Installation, West Nassau Landfill, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, the general scope of Work involves the construction of a landfill gas management system at the West Nassau Landfill. The system will consist of landfill gas extraction wells, wellheads, lateral and header piping, control valves, condensate handling facilities (knockout units, driplegs, storage tanks, forcemain piping, and compressed air piping), air compressors, and a skid-mounted vacuum blower and flare station with associated controls. All work is to be performed in strict accordance with the Contract Documents within the time set forth therein, and at the prices stated in the Bid Schedule.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will perform the work in accordance with the Schedule as provided in its bid and agreed to by the Owner. The start date of the schedule will be the Notice to Proceed and the schedule duration will not be altered unless the period for completion is extended otherwise by the Contract Documents.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this

Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Seven Hundred and no/100 Dollars (\$700.00) per calendar day or any part thereof elapsing between the date established as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after sixty (60) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Seven Hundred and no/100 Dollars (\$700.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

4. The Owner has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to-wit:

Five Hundred Ten Thousand Five Hundred Six Dollars & No/100
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid. The specifications (referenced below as item 6.q.) include a specification for measurement and payment of each item on the Bid Schedule.

The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

5. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Form
- d. Sworn Statement
- e. Bid Bond
- f. Agreement
- g. Certificate of Owner's Attorney
- h. Notice of Award
- i. Notice to Proceed
- j. Change Order Request
- k. Performance Bond
- l. Payment Bond
- m. Hold Harmless Agreement
- n. General Conditions
- o. Special Provisions
- p. Technical Special Provisions
- q. Construction Drawings and Specifications prepared by the Engineer

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four copies, each of which shall be deemed an original on the date first above wri

IER:

r. Origin:
date

RD OF COUNTY COMMISSIONERS
SAU COUNTY, FLORIDA

s. Letter
date



t. Letter
date

RIANNE MARSHALL
s: Chairman

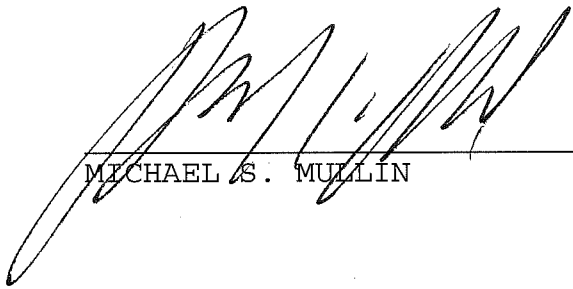
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ATTEST:




J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN


CONTRACTOR:
ORGANIC WASTE TECHNOLOGIES, INC.


By: Mark Shipps
Its: President

CERTIFICATE OF OWNER'S ATTORNEY

I, MICHAEL S. MULLIN, the undersigned, the duly authorized and acting legal representative of Nassau County, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative(s); that said representatives have full power and authority to execute said agreement(s) on behalf of the respective parties named thereon; and that the foregoing agreement(s) constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.



MICHAEL S. MULLIN

Date: October 8, 2001

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

NOTICE OF AWARD

TO: ORGANIC WASTE TECHNOLOGIES, INC.
6910 Treeline Drive, Suite F
Brecksville, OH 44141

PROJECT DESCRIPTION:

Initial Landfill Gas Extraction System Installation
West Nassau Landfill
Nassau County, Florida

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated June 22, 2001, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$510,506.00.

You are required by the Information for Bidders to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said Bonds and certificates of insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as such you forfeit your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.


DATED this 8th day of October, 2001.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



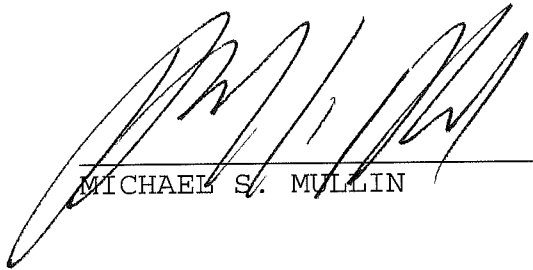
MARIANNE MARSHALL
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney




MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged
by:

Organic Waste Technologies, Inc., this 15th day
of October, 2001.



By: Mark Shipps
Its: President

NOTICE TO PROCEED

To: Organic Waste Technologies, Inc. Date: 10-9-01
6910 Treeline Drive, Suite F Project: Bid No. N/A
Brecksville, OH 44141

You are hereby notified to commence work in accordance with the Agreement dated the 8th day of October, 2001, on or before the 9th day of October, 2001, and you are to substantially complete the Work in accordance with the schedule submitted with the bid, as agreed to by Owner. The Date of Completion of all Work is therefore January 31, 2002.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chairman

ATTEST:



J. M. "CHIR" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULVIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice To Proceed is hereby
acknowledged by:

Organic Waste Technologies, Inc., this 15th day
of October, 2001.

Mark Shipps, Pres
By: Mark Shipps
Its: President

Nassau County
Department of Solid Waste Management

County
Contractor
Field
Other

CHANGE ORDER REQUEST

PROJECT: _____ CHANGE ORDER NO. _____

_____ DATE: _____

_____ CONTRACT NUMBER: _____

TO CONTRACTOR: _____

The contract is changed as follows:

Original Contract Sum	\$ _____
Net Change by Previous Change Order	\$ _____
Contract Sum Prior to this Change Order	\$ _____
Amount of this Change Order (Add/Deduct)	\$ _____
New Contract Sum, Including this Change Order	\$ _____

The Contract Time for Substantial completion will be (increased) (decreased) (unchanged) by _____ days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: _____ DATE: _____
Resident Project Representative

ACCEPTED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____
Director of Sold Waste Management

INSERT CERTIFICATE(S) OF INSURANCE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

(Name of Contractor)

(Address of
Contractor), a _____, (corporation, partnership,
individual), hereinafter called "Principal",

(Name of Surety), and the BOARD OF
COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political
subdivision of the State of Florida, hereinafter referred
to as "Owner", total aggregate penal 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, our heirs, executors,
administrators, successors, and assigns, jointly and
severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas,
the Principal entered into a certain contract with the
Owner, dated the _____ day of _____, 20____, a copy
of which is attached hereto and made a part hereof for the
construction of:

Initial Landfill Gas Extraction System Installation
West Nassau Landfill
Nassau County, Florida

NOW, THEREFORE, if the Principal shall well, truly,
and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said
contract during the original term thereof, and any and all
extensions thereof which may be granted by the Owner, with
or without NOTICE TO THE SURETY and during the one (1) year
guaranty period and IF THE PRINCIPAL shall satisfy all
claims and demands incurred under such contract, and shall
fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reasons of failure to do
so, and shall reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any
default, then this obligations shall be void, otherwise to
remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value
received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of
the contract or to Work to be performed thereunder or the

SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or attain to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more the twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The Term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be satisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in ____ (number), one of which shall be deemed an original, this ____ day of _____, 20__.

PRINCIPAL:

ATTEST:

(Principal Secretary)

(Seal)

(Witness as to Principal)

By: _____

(address)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor), a _____, (corporation, partnership, individual), hereinafter called "Principal", _____ (Name of Surety), hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1010, Fernandina Beach, FL 32035, hereinafter referred to as "Owner", and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal 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, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof for the construction of:

Initial Landfill Gas Extraction System Installation
West Nassau Landfill
Nassau County, Florida

NOW, THEREFORE, if the Principal shall promptly make payment of all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and for all labor cost incurred in such work, including that by a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the Principal to its subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notices shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Florida, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful

performance of the Contract as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the contract, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in ____ (number), one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL:

(Printed Name of Witness)

By: _____
Its: _____

(Printed Name of Witness)

SURETY:

(Printed Name of Witness)

By: _____
Its: _____

(Printed Name of Witness)

NOTE: Date of Bond must not be prior to the date of the Contract.

If Contractor is a partnership, all partners should 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.

HOLD HARMLESS AGREEMENT

_____ (Contractor),
its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless, and defend the Board of County Commissioners of Nassau County, Florida, and the damage, cost, charge, expense, suit and/or action, including attorney's fees and all costs of litigations and judgment of every name and description brought against the Owner as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the Contractor, its agents, servants, or employees during and as a result of the performance under this Contract whether direct or indirect, and whether to any person or property to which the Owner or said parties may be subject.

Name of Firm: _____

Name of Agent: _____

Title of Agent: _____

Signature of Agent: _____

Date: _____

GENERAL CONDITIONS

SECTION:

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Unit Price Work
15. Changes in Contract Price
16. Time for Completion and Liquidated Damages
17. Correction of Work
18. Subsurface Conditions
19. Suspension of Work, Termination, and Delay
20. Payments to Contractor
21. Acceptance of Final Payment as Release
22. Insurance
23. Contract Security
24. Assignments
25. Indemnification
26. Separate Contracts
27. Subcontracting
28. Engineer's Authority
29. Guaranty
30. Disputes
31. Taxes
32. Determination of Lowest Qualified Bidder
33. Acceptance and Rejections of Proposals
34. Pre-Construction Conference
35. Experience-Process Equipment Manufacturers
36. As-Built Records
37. Operating, Maintenance, and Service Manuals
38. Operating Instructions
39. Examination of Plans, Sites, Etc.
40. Florida Deceptive and Unfair Trade Practices Act

1. **Definitions:**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular to plural thereof.

(a) **Addenda** - written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications, or corrections; a change made prior to bid opening.

(b) **Application for Payment** - the form accepted by the Owner which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

(c) **Bid** - the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

(d) **Bidder** - any person, firm, or corporation submitting a Bid for the Work.

(e) **Bonds** - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his Surety in accordance with the Contract Documents.

(f) **Change Order** - a written order to the Contractor, which is signed by the Contractor and the Owner, authorizing an addition, deletion, or revision to the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

(g) **Contract Documents** - the Contract Documents are defined as those listed in the Agreement and together, comprise the entire Agreement between Owner and Contractor.

(h) **Contract Price** - the total monies payable to the Contractor under the terms and conditions of the Contract Documents subject to the provisions of General Condition, Section 15.

(i) **Contract Time** - the number of calendar days stated in the Contract Documents for substantial or full completion of the Work.

(j) **Contractor** - the person, firm, or corporation with whom the Owner has executed the Agreement.

(k) **Drawings** - the part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

(l) **Field Order** - a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner or its Resident Project Representative(s) to the Contractor during construction.

(m) **Engineer** - the person, firm, or corporation with whom the Owner has contracted for this Project for engineering services.

(m) **Notice of Award** - written notice of acceptance of the Bid from the Owner to the successful Bidder.

(n) **Notice to Proceed** - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

(o) **Owner** - Board of County Commissioners of Nassau County, Florida.

(p) **Project** - the undertaking to be performed as provided in the Contract Documents.

(q) **Resident Project Representative(s)** - the authorized representative(s) of the Owner who is/are assigned to the Project site or any part thereof.

(r) **Shop Drawings** - all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

(s) **Specifications** - a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

(t) **Subcontractors** - an individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.

(u) **Substantial Completion** - that date as certified by the Owner or its Resident Project Representative(s) when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part thereof can be utilized for the purposes for which it is intended.

(v) **Supplemental General Conditions** - modifications to General Conditions required by a Federal Agency for participation in the Project and approved by the Agency in writing prior to inclusion in the Contract Documents.

(w) **Suppliers** - any person, supplier, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

(x) **Underground Facilities** - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic, or other control systems, or water.

(y) **Work** - all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

(z) **Written Notice** - any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said

party at his last given address, or delivered in person to said party or his authorized representative on the Work.

2. **Additional Instruction and Detail Drawings:**

The Contractor may be furnished additional instruction and detail drawings by the Owner or its Resident Project Representative(s), as necessary to carry out the Work required by the Contract Documents.

The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. **Schedules, Reports, and Records:**

The Contractor shall submit to the Owner or its Resident Project Representative(s) such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner or its Resident Project Representative(s) may request concerning Work performed or to be performed.

Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates of which he will start the various parts of the Work, estimated date of completion of each part, and, as applicable, the dates at which special detail drawings will be required; and respective dates for submission of Shop Drawings, the beginning of manufacture; the testing and the installation of materials, supplies, and equipment.

The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work. The schedule shall consist of a detailed breakdown of the contract price, giving the quantities of various kinds of work and the unit prices for materials and labor and total prices thereof.

4. **Drawings and Specifications:**

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials (not furnished by the Owner), tools, equipment, and transportation necessary for the proper execution of the

Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

In case of discrepancy, the governing order of documents shall be as follows:

1. Plans
2. Special Provisions
3. Technical Special Provision
4. Supplemental Specifications
5. Standard Specifications

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Owner or its Resident Project Representative(s), in writing, who shall promptly correct such inconsistencies or ambiguities in writing after consultation with the Engineer. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities without notification of Owner shall be done at the Contractor's risk.

5. **Shop Drawings:**

The Contractor shall provide the Owner with Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of the Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approve the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Three (3) copies of each shop drawing will be required for submission.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer and the Owner.

A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer and the Owner.

6. **Materials, Services, and Facilities:**

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies, or equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. **Inspection and Testing:**

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards.

The Contractor shall provide, at his expense, the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.

The Owner shall provide all other inspection and testing services not required by the Contract Documents.

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Owner or its Resident Project Representative(s) timely notice of readiness. The Contractor will then furnish the Owner or its Resident Project Representative(s) the required certificates of inspection, testing, or approval.

Neither observations by the Engineer nor inspections, tests, or approval by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Owner or its Resident Project Representative(s) will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal and State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any Work is covered prior to acceptance by the Owner or its Resident Project Representative(s) or contrary to the written request of the Owner or its Resident Project Representative(s), it must, if required by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If any Work has been covered which the Owner or its Resident Project Representative(s) has not specifically requested to observe prior to its being covered, or if the Owner or its Resident Project Representative(s) considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Owner or its Resident Project Representative(s)' request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Owner or its Resident Project Representative(s) may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expense of such

uncovering, exposure, observation, inspection, and testing of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order will be issued.

8. **Substitutions:**

Whenever shown or specified in the Contract Documents, the brands, make of materials, devices or equipment shall be regarded as the design standard. If the Contractor wishes to submit alternate brands, makes of materials, devices or equipment he shall submit to the Owner or its Resident Project Representative(s) supportive data from the manufacturer with his Bid. The alternate items are to be of equal quality, workmanship, durability, performance and economy of operation.

The Contractor shall be, in the event that the alternates are approved by the Owner or its Resident Project Representative(s), responsible for any and all changes in construction at no additional cost to the Owner.

Alternate items which require major design or construction alterations shall not be approved by the Engineer and the Owner or its Resident Project Representative(s).

In all cases, new materials shall be used unless this provision is waived by written notice from the Owner and Engineer.

9. **Patents:**

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for

such loss unless he promptly gives such information to the Owner or its Resident Project Representative(s).

10. **Surveys, Permits, Regulations:**

From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations, and cut sheets.

The Contractor shall carefully preserve bench marks, reference points, and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified.

If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Owner or its Resident Project Representative(s) in writing and any necessary changes shall be adjusted as provided in Section 13, Changes in Work.

11. **Protection of Work, Property, and Persons:**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor will be exclusively responsible for safety. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on

or off the site, and other property at the site or adjacent thereto. Additional provisions regarding Health and Safety requirements are provided in Section 01501 of the Technical Aspects.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them is liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner or its Resident Project Representative(s), shall act to prevent threatened damage, injury, or loss. He will give the Owner or its Resident Project Representative(s) prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. **Supervision by Contractor:**

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and safety of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site.

The Supervisor shall have full authority to act on behalf of the Contractor and all communications given to

the Supervisor shall be as binding as if given to the Contractor. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

13. **Changes in the Work:**

The Owner or its Resident Project Representative(s) may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

The Owner or its Resident Project Representative(s) also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner or its Resident Project Representative(s) unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Owner or its Resident Project Representative(s) Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner or its Resident Project Representative(s).

14. **Unit Price Work:**

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purposes of comparison of Bids and determining an initial Contract Price. Actual quantities will be determined by the Owner or its Resident Project Representative(s) as required to complete the Work.

Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover

Contractor's overhead and profit for each separately identified item.

15. **Changes in Contract Price:**

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit Prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed ten percent (10%) of the actual cost of the Work to cover the cost of general overhead and profit.

16. **Time for Completion and Liquidated Damages:**

The date of beginning and the time of completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time.

It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to substantially or fully complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for consequential damages as specified in the Bid for each calendar day that the Contractor shall

be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with damages or any excess cost when the delay in the completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer:

(a) To any preference, priority, or allocation order duly issued by the Owner;

(b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; or

(c) To any delays of Subcontractor occasioned by any of the causes specified in Paragraphs 16 (a) and 16 (b) of this Article.

17. **Correction of Work:**

The Contractor shall promptly remove from the premises all Work rejected by the Owner or its Resident Project Representative(s) for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

18. **Subsurface Conditions:**

The Contractor shall promptly, and before such conditions are disturbed, except in the event of any

emergency, notify the Owner or its Resident Project Representative(s) by Written Notice of:

(a) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

(b) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Owner or its Resident Project Representative(s) shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made, and the Contract Documents shall be modified by a Change Order.

Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner or its Resident Project Representative(s) may, if it determines the facts so justify, consider and adjust such claims asserted before the date of final payment.

19. **Suspension of Work, Termination, and Delay:**

The Owner may, at any time and without cause, suspend the Work on any portion thereof for a period of not more than ninety (90) days or until such time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer, which Notice shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an extension of the contract Time directly attributable to any suspension.

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if

he repeatedly fails to make prompt payments to Subcontractors for labor, regulations or orders of any public body having jurisdiction of the Work, or if he disregards the authority of the Owner or its Resident Project Representative(s), or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment, and machinery therein owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor whether existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of Court or other public authority, or the Owner or its Resident Project Representative(s) fails to act on any request for payment within forty-five (45) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum awarded by a mediator within thirty (30) days of its

approval and presentation, the Contractor may after ten (10) days from delivery of a Written Notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition to and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment, or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days Written Notice to the Owner, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, a Change Order shall be issued for adjusting the Contract Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner.

20. **Payment to Contractor:**

At least ten (10) days before each progress payment falls due (but no more often than once a month), the Contractor will submit to the Owner or its Resident Project Representative(s) a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Owner or its Resident Project Representative(s) may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial estimate shall also be accompanied by such supporting data, satisfactory to the Owner or its Resident Project Representative(s), as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. The application for payment shall include a list of Subcontractors employed by the Contractor that provided or performed work included in the application and the Subcontractors' partial release of lien from the previous payment, if requested.

The Owner or its Resident Project Representative(s) will, within ten (10) days after receipt of each partial payment estimate, either indicated in writing his approval of payment or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

The Owner will, within forty-five (45) days of presentation to it of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract documents. The Owner at any time, however, after fifty percent (50%) of the Work has been completed may reduce the retainage to five percent (5%) on the current and remaining estimates. The Owner may reinstate up to ten percent (10%) retainage if the Owner determines, at its sole discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such retainage. The Owner may accept securities negotiable without recourse, condition, or restriction, a release of retainage bond, or an irrevocable letter of credit provided by the Contractor in lieu of all or part of the cash retainage.

On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

Upon completion and acceptance of the Work, the Owner shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents.

The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the

Contractor within forty-five (45) days of completion and acceptance of the Work.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay the unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party.

In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

At any time, the Owner may request that the Contractor follow the following procedure: Contractor shall provide to Owner, with the application for payment, an updated accounts payable aging report for the Project. In addition, Contractor shall provide Owner the payment checks for all materials, equipment, subcontractors, and other expenses related to the Project for review. If Owner receives notice of lien, Contractor may be requested to provide with each payment a request for written release of lien. The above conditions being met and approval of the pay request by the Engineer being received, Owner will pay the Contractor at the next scheduled pay date.

21. **Acceptance of Final Payment as Release:**

Whenever the Contractor has completely performed the Work provided for under the Contract and the Owner has performed a final inspection and made final acceptance, the Contractor will prepare a final estimate showing the value of the Work as soon as the Contractor makes the necessary measurements and calculations. The Contractor will correct all prior estimates and payment in the final estimate and payment. The Owner will pay the amount in the estimate, less any sums that the Owner retained under the provisions of the Contract, as soon as practicable after final acceptance of the Work.

The acceptance by the Contractor of final payment shall be and shall operate as release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contract for all things done or furnished in connection with this Work and for every act and neglect of the Contractor and other relating to or arising out of this Work.

Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

22. **Insurance:**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Claims under workmen's compensation, disability benefit, and other similar employee benefit acts;

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

(c) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;

(d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

(e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificate(s) of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificate(s) shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice be given to the Owner.

The Contractor shall procure and maintain, at his expense, during the Contract Time, liability insurance as hereinafter specified:

(1) Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$3,000,000.00 for any such damages sustained by two or more persons in any one accident.

Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of not less than \$1,000,000.00 for any such damage sustained by two or more persons in any one accident.

The Contractor must procure a contractual liability endorsement to the comprehensive general liability insurance policy to indemnify (hold harmless) the Owner and Engineer for claims arising out of the Contractor's negligence.

(a) The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractors as their interest(s) may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.

The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the State of Florida, Workmen's Compensation Insurance, including occupational disease provisions, for all his employees at the site of the Project and, in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workmen's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner.

23. Contract Security:

The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a

Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

Such Bonds shall be executed by the Contractor and a corporate bonding company licensed in the State of Florida and named on the current list of Surety Companies Acceptable on Federal Bonds, as published in the Treasury Department Circular number 570. The expense of these Bonds shall be borne by the Contractor.

If at any time a surety on such Bond is declared a bankrupt or loses its right to do business in the State of Florida or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall within ten (10) days after Notice from Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond(s) shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

24. **Assignments:**

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

25. **Indemnification:**

The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workman's Compensation acts, disability benefit acts, or other employee benefits act.

The obligation of the Contractor under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, options, reports, surveys, Change Orders, designs, or Specifications.

26. Separate Contracts:

The Owner reserves the right to let other contracts in connection with the Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work with the Contractor's. If the proper execution or results of any part of the Contractor's work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Owner or its Resident Project Representative(s) any defects in such Work that render it unsuitable for such proper execution and results.

The Owner may perform additional Work related to the Project by itself, or it may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his work with the Owner's.

If the performance of additional Work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written

Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Sections 15 and 16.

27. **Subcontracting:**

The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

28. **Engineer's Authority:**

The Engineer will make visits to the site at the Owner's request and determine if the Work is proceeding in accordance with the Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Engineer and the Owner will not be responsible for the construction's means, controls, techniques, sequences, procedures, or construction safety.

29. **Guaranty:**

The Contractor shall guarantee all materials and equipment furnished and the Work performed for a period of one (1) year from the date of final acceptance. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guaranty period.

30. **Disputes:**

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

31. **Taxes:**

The Contractor will pay all sales, consumer, use, and other similar taxes required by the State of Florida.

32. **Determination of Lowest Qualified Bidder:**

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly outfitted to carry out the obligations of the Contract and to complete the Work contemplated therein. Responsibility of the Bidder will be based on whether a permanent place of business is maintained, has adequate equipment to do the Work properly and within the established time limit, and has the financial status to meet his obligations contingent to the Work.

Only qualified Bidders who have adequate experience, finances, equipment, and personnel will be considered in making awards. The Owner also reserves the right to make award for an amount of work less than the total indicated, in order to come within proposed funds for the Project. Except where the Owner exercises the right reserved herein to reject any or all proposals, the Contract will be awarded by the Owner to both a qualified and responsible Bidder who has submitted the lowest bid.

33. **Acceptance or Rejection of Proposals:**

The Owner reserves the right to waive informalities in or to reject any or all Bids. Bid envelopes must, however, bear on the outside the name of the Bidder and his address and shall be clearly marked "Initial Landfill Gas Extraction System Installation, West Nassau Landfill". Otherwise the Bid shall not be opened.

Any proposal which is incomplete, obscure, or irregular may be rejected; any proposal having erasures or corrections in the Bid Proposal may be rejected; any proposal which omits a bid price may be rejected; any Proposal in which manufacturers of equipment or subcontractors are not listed may be rejected; any Proposal accompanied by an insufficient or irregular certified check of Bid Bond may be rejected. Conditional bids will not be accepted. Any proposals may be withdrawn prior to the

scheduled time for opening of such or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered. No Bidder may withdraw a Proposal within thirty (30) days after the actual date of the opening thereof. Should there be any reason why the Contract cannot be awarded within thirty (30) days after the opening of the Proposals, the time may be extended by mutual agreement between the Owner and the Bidder.

34. **Pre-Construction Conference:**

Shortly after the Notice of Award and the signing of the Contract forms, the Owner shall notify the Contractor(s) of the date for a Pre-Construction conference.

The Contractor(s) shall attend this conference and be prepared to discuss organization, start dates, construction schedules, supervision, communication, safety, and various other pertinent items. Minutes of the meeting will be recorded by the Owner, and a written summary will be available upon request. More detail on the pre-construction conference is provided in Section 01039 of the Technical Specifications.

35. **Experience-Process Equipment Manufacturers:**

Process equipment manufacturers shall have a minimum of five (5) years experience in the design and manufacturing of their product. The manufacturer of each item of equipment shall, in writing, provide to the Owner a list of installations of their equipment and operational data from a similar type installation. Test data or pilot plan data is NOT acceptable.

In lieu of the above, the Owner shall require a Performance Bond or Cash Bond of not less than one hundred fifty percent (150%) of the cost of the equipment, including installation, and also a five (5) year warranty guarantee on the piece of equipment, unless otherwise stipulated under other specific items in these specifications.

36. **As-Built Records:**

As-built records shall be kept by the Contractor showing any items of construction and equipment for which he is responsible. These records shall also show any additional work, existing features, utilities or unforeseen subsurface conditions revealed by construction work which are not shown on the Contract Drawings. These records shall be kept up-to-date daily. They may be kept on a marked set of Contract Documents to be furnished prior to the beginning of the Work. They shall be available at all times during construction for reference by the Engineer and the Owner, and shall be delivered to the Engineer upon completion of the Work prior to final payment. Additional survey requirements are provided in SP 3 of the Special Provisions of the General Conditions and in Section 01050 of the Technical Specifications.

37. **Operating, Maintenance, and Service Manuals:**

If applicable, the Contractor is required to provide six (6) complete Operating, Maintenance, and Service Manuals for all equipment for the entire system as furnished under this contract. The manual shall be indexed and bound in hard cover binders containing full information for each system, piece of equipment, and all controls.

Material submitted shall include, but not be limited to, the following:

- (a) Manufacturer's descriptive literature
- (b) Normal equipment operating characteristics
- (c) Performance data, curves, ratings, etc.
- (d) Wiring diagrams
- (e) Control diagrams with written descriptions of operations
- (f) Manufacturer's maintenance and service manuals
- (g) Spare parts and replacement parts lists
- (h) Name, address, and telephone number of local or nearest manufacturer's service organization.

All items shall be identified with the same identification, name, mark, number, etc., as indicated on drawings. All material must be submitted to the Owner or its representative(s) within six (6) weeks after award of the Contract. Additional requirements for submittal of O&M

and Service Manuals are provided in Section 01300 of the Technical Specifications.

38. Operating Instructions:

Unless otherwise specified in the Project Specifications, the following requirements shall be met:

(a) Contractors shall make available to the Owner, after all equipment is in operation and at a time agreed upon by Owner and Contractor, competent instructors well versed in the operation of the process, mechanical and electrical systems for the purpose of training Owner's personnel in all phases of operation of the equipment and systems.

(b) Instructions shall be conducted during consecutive normal working days, for a period satisfactory to the Owner.

(c) When deemed necessary by the Owner, these instructions shall include the services of factory-approved representatives for all major equipment, including controls.

39. Examination of Plans, Site, Etc.:

The Bidder(s) must examine for themselves the Specifications, Plans, profiles, etc., the location of the proposed Work, and exercise their own judgment as to the extent of the Work to be done, and difficulties attending the erection of the Work; and the Contractor must assume all risks of variance in any computations, by whosoever made, of statements of amounts or quantities necessary to complete the Work required by the Contract, and agree to fully complete said Work in accordance with all plans and Specifications for the price bid. Any item or quantities contained either in the Specifications, or on profiles or Drawings, but omitted from the others respectively, will be considered part of the Work. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor of services.

40. **Florida Deceptive and Unfair Trade Practices Act:**

CS/SB 1066 by the Committee on Judiciary, relating to the Florida Deceptive and Unfair Practices Act, deletes the definitions of "consumer transaction" and "supplier", substituting instead a definition for "trade or commerce" and "thing of value". Amends the definition of "violation" to include a violation of any rules promulgated pursuant to the Federal Trade Commission of the Federal Courts, any law statute, rule, regulation, or ordinance, which proscribes unfair methods of competition, unfair, deceptive, or unconscionable acts or practices. Reduces the time period during which a petition for an order modifying or setting aside a subpoena may be made. Provides for penalties, fees, and costs for intentional noncompliance with a subpoena. Exempts an act or practice involving the sale, lease, rental, or appraisal of real estate by a person licensed under Chapter 475, Florida Statutes, if the act or practices violates the provisions of that Chapter. Provides a misdemeanor penalty to persons who see used goods as new. Effective Date: June 30, 1993.

SPECIAL PROVISIONS

SP 1. Scope:

The Work to be performed under these Specifications shall include the furnishing and installation of all materials, labor, equipment, supervision, appurtenances, and all else incidental thereto and necessary to construct the Work shown on the Plans and/or specified herein. The intent of this Contract is to provide for the construction and completion of every detail of the Work described in the Contract and shown on the Plans. Should any detail or details be omitted from these Plans and/or Specifications, or be incorrect, it shall be the responsibility of the Contractor to bring this omission or inaccuracy to the attention of the Engineer and to furnish and install said details to properly complete the Work so that the Project will serve its intended function. Any reference to the Engineer in the contract specifications or plans is to Golder Associates, Inc.

SP 2. Contractor's Field Office:

The Contractor shall maintain a field office specifically for this Project, if applicable. If provided, it shall be located either within the Project limits. All expenses related to the field office are the responsibility of the Contractor and considered incidental to this Contract.

SP 3. Survey Work:

The County shall provide all the information or work necessary in order to establish benchmarks for the proposed Work. The Contractor shall be responsible for maintaining all benchmarks, reference points, and baselines. It shall be the responsibility of the Contractor to protect existing monuments. If said monuments are disturbed, it is the responsibility of the Contractor to have them reset by a Registered Land Surveyor at no cost to the County. Payment for all necessary survey work will not be paid as a separate item and shall be considered incidental to the Contract. Additional survey requirements are provided in Section 36 of the General Conditions and in Section 01050 of the Technical Specifications.

West Nassau Landfill
 Construction of Initial Landfill Gas Extraction System
 OWT Proposal 821663-00004036 Dated July 29, 2001
 Revisions to Original Bid October 2, 2001

Original Contract Price \$ **518,546.00**

Action items to clarify from 9/26/01 meeting.

Item 1

No seeding required on uncapped areas.		Credit	\$ (5,750.00)
Seeding credit on line item 02780/03	\$ (1,150.00)		
Seeding credit on line item 02785/01	\$ (460.00)		
Seeding credit on line item 02785/03	\$ (575.00)		
Seeding credit on line item 02785/04	\$ (1,495.00)		
Seeding credit on line item 02785/05	\$ (115.00)		
Seeding credit on line item 02790/02	\$ (345.00)		
Seeding credit on line item 02790/03	\$ (1,150.00)		
Seeding credit on line item 02790/05	\$ (115.00)		
Seeding credit on line item 15000/01	\$ (345.00)		

Item 2

Sod maintenance Provided by Landfill Owner		No change	\$ -
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Item 3

Fence and groundcover reduction in size. All credit for item 3 goes to bid line item 15000/01		Credit	\$ (1,240.00)
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Item 4

Power drop within 75' of flare station.		No change	\$ -
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Item 5

No valve required on the new force main.		No Change	\$ -
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Item 6

Electrical Subcontractor Tom Carter PH: 904-879-4756 Duval Electric Company PO Box 1089 Callahan, FL 32011		No change	\$ -
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Item 7

Use aluminum flare arrestor. All credit for item 4 goes to bid line item 15000/01		Credit	\$ (1,050.00)
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Item 8

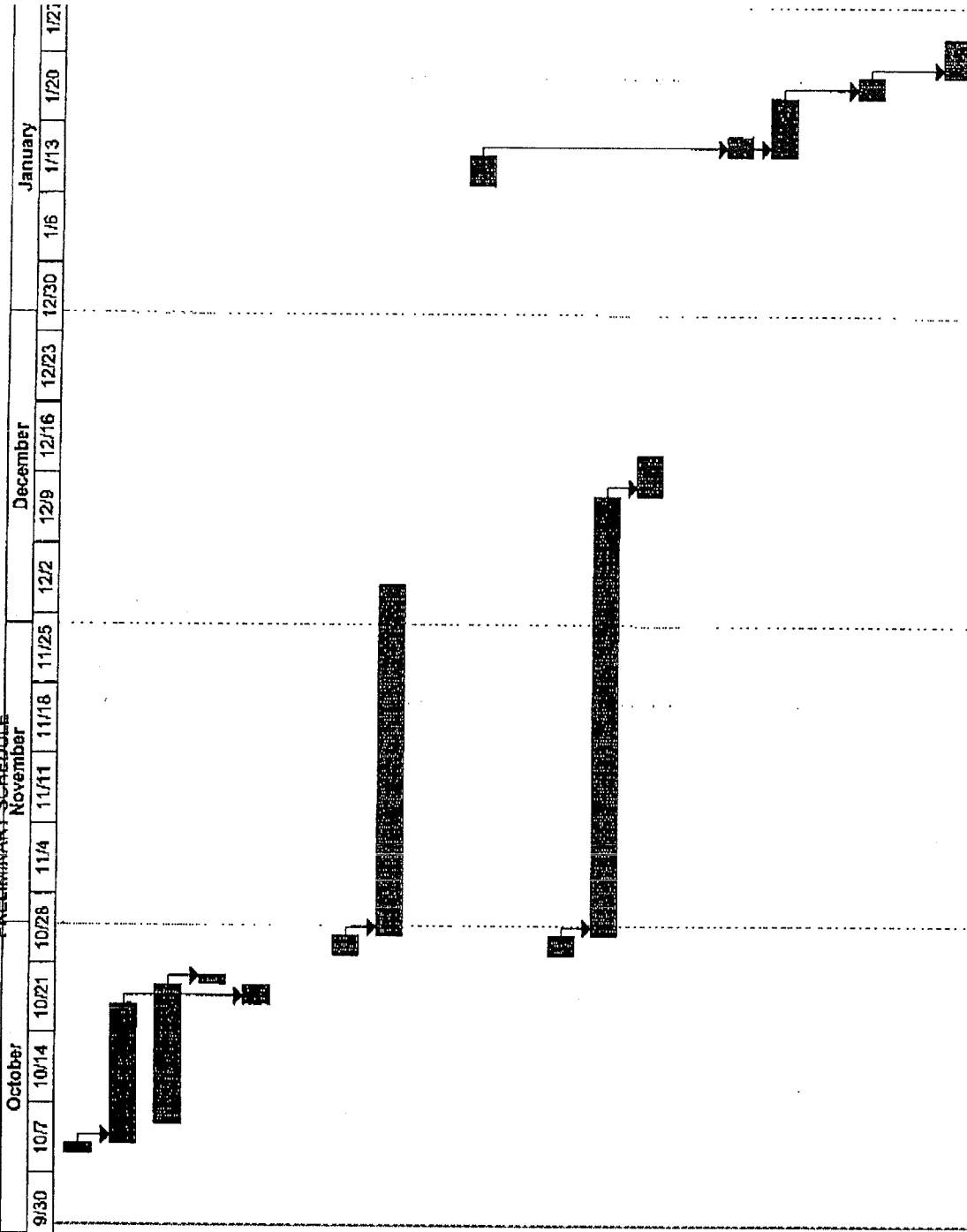
No variable speed drive required on flare skid.		No change	\$ -
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Subtotal of action items		Total Credit	\$ (8,040.00)
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Revised project total			\$ 510,506.00
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WEST NASSAU LANDFILL
ORGANIC WASTE TECHNOLOGIES, INC.

PRELIMINARY SCHEDULE



ID	Task Name
1	Notice to Proceed
2	Submittals Materials
3	Submittal Flare
4	Order Flare
5	Order Materials
6	
7	Drilling Mobilization
8	Drilling
9	
10	Flare Delivery
11	
12	Construction Mobilization
13	Pipeline & Sumps
14	Flare Area Prep
15	
16	Flare Installation
17	Electrical
18	
19	Startup
20	
21	Demobilization

Project: West Nassau Landfill
Date: Tue 10/2/01

Task: [Task Icon]

Progress: [Progress Icon]

Milestone: [Milestone Icon]

Summary: [Summary Icon]

Rolled Up Task: [Rolled Up Task Icon]

Rolled Up Milestone: [Rolled Up Milestone Icon]

Rolled Up Progress: [Rolled Up Progress Icon]

External Tasks: [External Tasks Icon]

Project Summary: [Project Summary Icon]

Split: [Split Icon]

Rolled Up Split: [Rolled Up Split Icon]

ORIGINAL

BID FORMS

FOR CONSTRUCTION OF

INITIAL LANDFILL GAS EXTRACTION SYSTEM

WEST NASSAU LANDFILL

FOR

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

SUBMITTED BY: Organic Waste Technologies, Inc. DATE: July 29, 2001

6910 Treeline Dr., Suite F

Brecksville, OH 44141

PH: 440 746 0833

Fx: 440 746 0934

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the places where the Work is to be done; that he has examined the Plans and Specifications for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with Nassau County, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the Plans and Specifications and Contract Documents to the full satisfaction of the Contract with Nassau County,

Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, as follows:

LISTING OF SUBCONTRACTORS AND EQUIPMENT MANUFACTURERS

In the space below, the Bidder shall list all proposed subcontractors and their addresses for approval by the Owner.

The Bidder shall also describe that portion of the Work he proposes to sublet to each subcontractor listed.

Equipment Manufacturers shall be listed for each item of major equipment herein. No changes shall be allowed after acceptance by the Owner. Any blanks shall be filled in by the Owner and provided by the Contractor at no additional cost.

Use additional sheets as required.

NAME	ADDRESS	DESCRIPTION OF WORK TO BE PERFORMED
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LFG Specialties,	Findlay, OH	Blower/Flare Skid
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Anticipated Subcontractors

Fencing
Concrete
Seeding & Sod
Electrical
Surveying

To be determined.
Provided upon award.

STATEMENT OF EXPERIENCE

BIDDER: Organic Waste Technologies, Inc.

6910 Treeline Drive, Suite F, Brecksville, OH 44141

HOW LONG
IN BUSINESS 16 years AT CURRENT ADDRESS 1 year

PRINCIPALS Mark Shipps TITLE President

Anthony Alexander TITLE Secretary

Mary Geiger TITLE Treasurer

TYPE OF WORK NORMALLY PERFORMED: Landfill gas, construction

PROJECTS OF THIS TYPE PREVIOUSLY COMPLETED:

1. Jefferson Parish Landfill, Harahan, LA

AMOUNT \$1.3 million

2. Arbor Hills Landfill, Canton, MI

AMOUNT \$220,000

3. Denver Arapahoe Disposal Site, Aurora, CO

AMOUNT \$665,000

REFERENCES:

1. Joseph (Rick) Buller Jr., P.E., 1221 Elmwood Park Blvd., #1006

Harahan, LA 70123 TEL.NO. (504) 736-6103

2. Angela Leonard, 5011 South Lilley, Canton, MI 48188

TEL.NO. (734) 397-4523 x201

3. Doc Nyiro, 3500 S. Gun Club Road, Aurora, CO 80018

TEL.NO. (303) 699-0656

FINANCIAL STATUS: Secure - Organic Waste Technologies, Inc., is a member of
The IT Group, a Fortune 1000 Company

EQUIPMENT: Owned and leased as required for project

NUMBER OF PERSONNEL CURRENTLY EMPLOYED: 250 - Organic Waste Technologies, Inc.
8,000 - The IT Group

NUMBER OF PERSONNEL AVAILABLE FOR PROJECT: 20+, field crew & admin.

OTHER PERTINENT INFORMATION: _____

NOTE: BIDDER MAY SUBMIT SEPARATE STATEMENT OF EXPERIENCE
WITH ADDITIONAL INFORMATION. ATTACH TO THIS PAGE.

FLORIDA STATUTES 287.133(2) (A)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

BID SCHEDULE

Proposal of Organic Waste Technologies, Inc.
(hereinafter called "Bidder"), organized and existing under
the laws of the State of Florida, and doing business as:
a corporation
(Insert "a corporation", "a partnership", or "an
individual") as applicable.

TO: BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY,
FLORIDA, (hereinafter referred to as "Owner").

In compliance with your Advertisement for Bids, Bidder
hereby proposes to:

Perform all work and furnish all necessary labor,
equipment, material, and transportation for the Initial Gas
Extraction System Installation, West Nassau Landfill. (the
"Work").

The general scope of work involves the construction of a
landfill gas management system at the West Nassau Landfill.
The system will consist of landfill gas extraction wells,
wellheads, lateral and header piping, control valves,
condensate handling facilities (knockout units, driplegs,
storage tanks, forcemain piping, and compressed air
piping), air compressors, and a skid-mounted vacuum blower
and flare station with associated controls.

All work is to be performed in strict accordance with the
Contract Documents, within the time set forth therein, and
at the prices stated in the Bid Schedule.

By submission of this Bid, each Bidder certifies, and in
the case of a joint Bid, each party thereto certifies as to
his own organization, that this Bid has been arrived at
independently, without consultation, communication or
agreement as to any matter relating to this Bid with any
other Bidder or with any competitor.

Bidder hereby agrees to commence the work under this
Contract on or before a date to be specified in the Notice
to Proceed.

The Bidder also agrees to provide with its bid a schedule
showing tasks and time lines for the Work to be completed,

starting with the date of the Notice to Proceed through completion of construction.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Seven Hundred and no/100 Dollars (\$700.00) per calendar day or any part thereof elapsing between the date established as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after sixty (60) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Seven Hundred and no/100 Dollars (\$700.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor, shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

Bidder agrees to perform all the work described in the Contract document for the listed unit prices or lump sums shown in the Unit Price Schedule as follows:

INSERT POWER OF ATTORNEY - IF APPLICABLE

**CONSTRUCTION OF INITIAL LANDFILL GAS EXTRACTION SYSTEM
WEST NASSAU COUNTY LANDFILL
NASSAU COUNTY, FLORIDA**

UNIT PRICE SCHEDULE

SPEC NO.	ITEM	UNIT	QUANTITY	ESTIMATED PRICE	UNIT AMOUNT
<u>PRELIMINARIES AND TEMPORARY WORKS (01500)</u>					
01500/01	Mobilization and demobilization	LS	1	\$27,000.00	\$27,000.00
01500/02	Insurance	LS	1	\$0.00	
01500/03	Performance and payment bonds	LS	1	\$5,420.00	\$5,420.00
<u>ACTIVE GAS EXTRACTION WELLS (02780)</u>					
02780/01	Install active gas extraction wells, including all piping and backfill materials at the locations shown on the drawings in the uncapped portion of the landfill.	LF	319	\$20,735.00	\$65.00
02780/02	Install active gas extraction wells, including all piping and backfill materials at the locations shown on the drawings in the capped portion of the landfill.	LF	456	\$39,216.00	\$86.00
02780/03	Supply and install active gas extraction wellheads for each	ea.	18	\$9,900.00	\$550.00
Addendum #2	Gas extraction well abandonment only (in the event drilling is prevented and location is abandoned).	LF	0	----	\$35.00

GAS EXTRACTION CONVEYANCE PIPE (02785)

**CONSTRUCTION OF INITIAL LANDFILL GAS EXTRACTION SYSTEM
WEST NASSAU COUNTY LANDFILL
NASSAU COUNTY, FLORIDA**

UNIT PRICE SCHEDULE

SPEC NO.	ITEM	UNIT	QUANTITY	ESTIMATED PRICE	UNIT AMOUNT
02785/01	Supply and install 4-inch diameter, SDR 17 HDPE pipe and associated SDR 11 HDPE fittings	LF	1,425	\$32,775.00	\$23.00
02785/02	Supply and install 8-inch diameter, SDR 17 HDPE pipe and associated SDR 11 HDPE fittings	LF	2,220	\$64,380.00	\$29.00
02785/03	Supply and install 10-inch diameter, SDR 17 HDPE pipe and associated SDR 11 HDPE fittings (header).	LF	510	\$13,260.00	\$26.00
02785/04	Supply and install 12-inch diameter, SDR 17 HDPE pipe and associated SDR 11 HDPE fittings (header).	LF	1,310	\$39,300.00	\$30.00
02785/05	Supply and install 14-inch diameter, SDR 17 HDPE pipe and associated SDR 11 HDPE fittings (header).	LF	100	\$5,600.00	\$56.00
02785/06	Supply and install 8-inch diameter butterfly valves at the locations shown on the drawings.	ea.	2	\$4,400.00	\$2,200.00
02785/07	Supply and install 12-inch diameter butterfly valves at the locations shown on the drawings.	ea.	2	\$6,200.00	\$3,100.00
<u>CONDENSATE MANAGEMENT SYSTEM (02790)</u>					
02790/01	Supply and install condensate collection sumps at the locations shown on the drawings.	ea.	2	\$33,900.00	\$16,950.00

**CONSTRUCTION OF INITIAL LANDFILL GAS EXTRACTION SYSTEM
WEST NASSAU COUNTY LANDFILL
NASSAU COUNTY, FLORIDA**

UNIT PRICE SCHEDULE

SPEC NO.	ITEM	UNIT	QUANTITY	ESTIMATED PRICE	UNIT AMOUNT
02790/02	Supply and install 4-inch diameter, SDR 17 HDPE pipe, and associated SDR 11 HDPE fittings, and aggregate materials for condensate driplegs at the locations shown on the drawings.	ea	2	\$14,300.00	\$7,150.00
02790/03	Supply and install dual contained 2-inch by 4-inch diameter, SDR 17 HDPE condensate forcemain pipe and associated SDR 11 HDPE fittings at the locations shown on the drawings.	LF	1,430	\$18,590.00	\$13.00
02790/04	Supply and install 1 - inch diameter, SDR 11 HDPE compressed air pipeline and associated SDR 11 HDPE fittings at the locations shown on the drawings.	LF	1,400	\$2,870.00	\$2.05
02790/05	Supply and install condensate U- trap at blower/flare location (includes all pumps, piping, and appurtenances).	LS	1	\$17,100.00	\$17,100.00
02790/06	Supply and install air compressor for condensate knockout assemblies (includes all piping and appurtenances).	LS	2	\$19,000.00	\$9,500.00
02790/07	Connect condensate forcemain to existing leachate tank system (includes all associated fittings and piping).	LS	1	\$1,100.00	\$1,100.00

BLOWER/FLARE STATION (15000)

**CONSTRUCTION OF INITIAL LANDFILL GAS EXTRACTION SYSTEM
WEST NASSAU COUNTY LANDFILL
NASSAU COUNTY, FLORIDA**

UNIT PRICE SCHEDULE

SPEC NO.	ITEM	UNIT	QUANTITY	ESTIMATED PRICE	UNIT AMOUNT
15000/01	Supply and install skid-mounted, variable frequency drive, landfill gas extraction blower and flare, including all necessary piping, valves, condensate knockout tanks, controls, control panel, auxiliary gas supply tank, fencing and roof system.	LS	1	\$143,500.00	\$143,500.00

TOTAL BID PRICE

Five Hundred Eighteen Thousand Five Hundred Forty Six Dollars and No/100.

(USE WORDS)

\$518,546.00

(DOLLARS)

NOTES:

1. Bidder acknowledges that quantities are approximate and are not guaranteed. Final payment will be based on actual quantities determined as provided in the Contract Documents.
2. Quantities of Work and materials shall not be considered as limiting or extending the amount of work to be done and materials to be supplied by the Bidder.
3. All work has been measured net as fixed in position and Bidder shall allow in his prices for wastes, overlaps, etc.
4. The following abbreviations have been used in the above schedule:
 - ea - each
 - HDPE - High Density Polyethylene
 - LF - Linear Feet
 - LS - Lump Sum
 - SDR - Standard Dimension Ratio
5. Under Addendum #2, a unit price was added for well abandonment. This is so that the County has a fixed unit price should abandonment of a well(s) be necessary. There should not be an impact to the Total Bid Price based on this unit item.

Organic Waste Technologies, Inc
West Nassau Landfill
OWT Proposal 821663-00004036
July 31, 2001

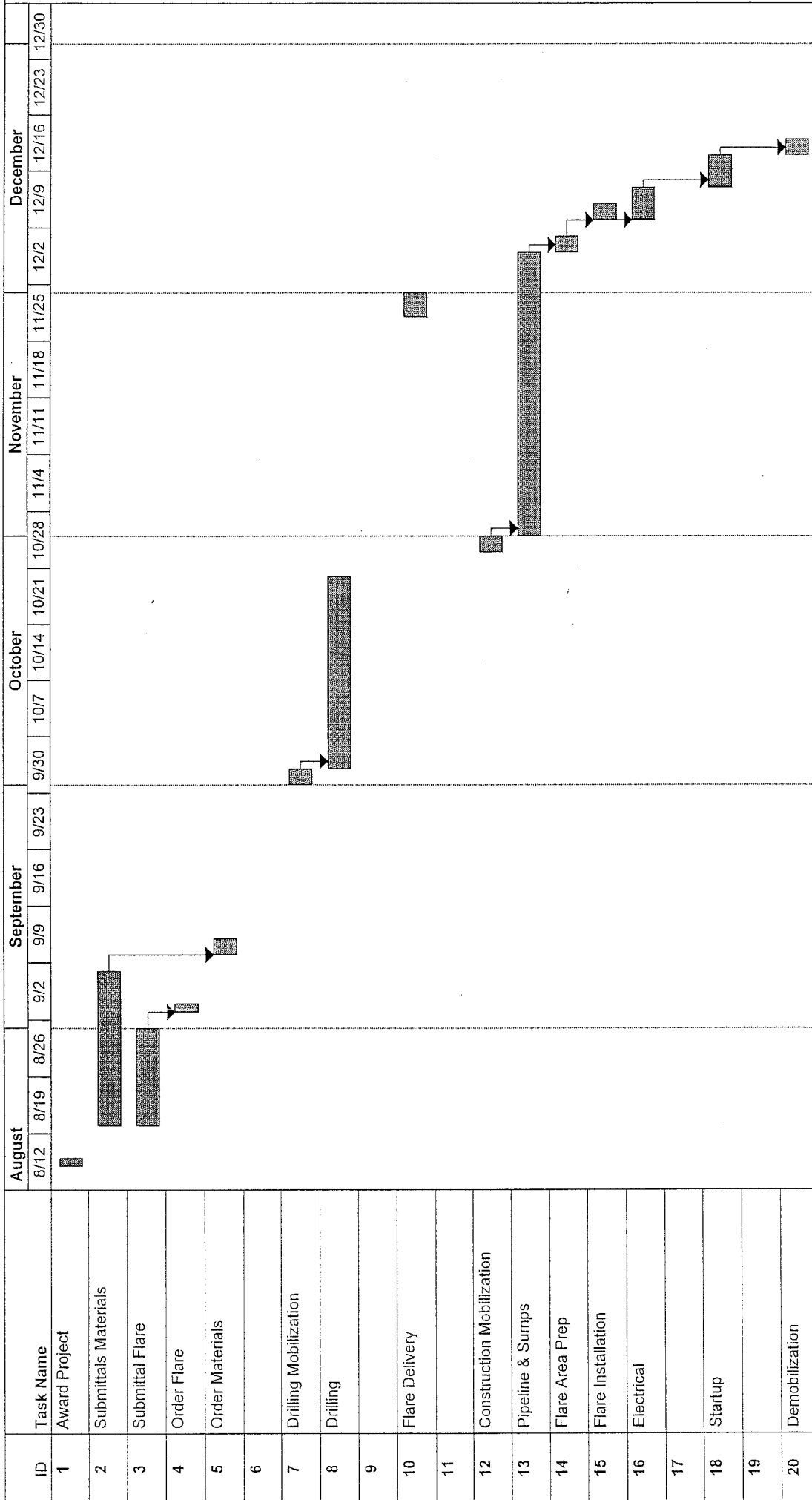
GENERAL NOTES

OWT's proposed pricing is based upon inclusion of this proposal and the following general notes within any resulting agreement between the parties.

- Reseeding has been provided in the uncapped area and Sodding has been included in the capped area. Watering and maintenance of the sod and seeded areas to be provided by the Landfill Owner. Watering and maintenance can be provided at an additional cost.
- Road crossings are based on gravel roads. Pricing has not been included for the repair of asphalt roadways.
- If a no progress obstruction is encountered during the drilling operations, OWT will attempt to drill through the obstruction for a period of one (1) hour. If after this time the obstruction is not penetrated OWT 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 OWT is instructed to stop drilling.
- Fencing is base on a 20'x80 foot area. Concrete slab for the flare skid is based on a 15'x25'x6" pad. The remaining area inside the fence will be covered with geofabric and 6" of ¾" gravel.
- All blower, knockout pots, enclosed flare and skid mounted equipment will be supplied by OWT's sister company LFG Specialties, Inc. Please note that flare delivery is anticipated to be 14-16 weeks from approval of shop drawings.
- V-belt driven blower can be provided at an additional cost of \$1,300.00 and the variable frequency drive can be provided for an additional cost of \$16,500.00.
- Schedule for the construction activities is based upon the (14-16 week) flare equipment delivery. If the flare equipment delivery can be expedited the construction activities can be adjusted accordingly.

- Propane tank and fuel to be provided by the Landfill Owner.
- Electrical for the flare hookup is included in the project pricing. Power drop supplied by the Landfill Owner to be within 75 feet of the flare station. Meter and disconnect on the pole to be provided by the Landfill Owner.
- Tie in of the 2"x4" dual condensate force main at the leachate storage tanks is anticipated to be within in the leachate containment area. We will tie-in to the 3" HDPE single contained leachate force main toward the bottom of the tank. Valving is not included. OWT anticipated that the Landfill Owner prior to the tie-in operation would drain the 3" force main.
- Metal rain roof as provided by LFG Specialties, Inc as part of the blower/flare skid.

WEST NASSAU LANDFILL
ORGANIC WASTE TECHNOLOGIES, INC.
PRELIMINARY SCHEDULE



Task		Rolled Up Task		Project Summary	
Progress		Rolled Up Milestone		Split	
Milestone		Rolled Up Progress		Rolled Up Split	
Summary		External Tasks			

Project: West Nassau Landfill
Date: Mon 7/30/01

forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Seven Hundred and no/100 Dollars (\$700.00) per calendar day or any part thereof elapsing between the date established as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after sixty (60) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Seven Hundred and no/100 Dollars (\$700.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

4. The Owner has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to-wit:

Five Hundred Eighteen Thousand Five Hundred Forty Six Dollars and no/100
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid. The specifications (referenced below as item 6.g.) include a specification for measurement and payment of each item on the Bid Schedule.

The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
Organic Waste Technologies, Inc., as Principal,
National Fire Insurance Company of Hartford, as Surety,
are hereby held and firmly bound unto the BOARD OF COUNTY
COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political
subdivision of the State of Florida, as Owner, in the penal
sum of _____,
five percent (5%) of the Bid, for the payment of which,
well and truly to be made, we hereby jointly and severally
bind ourselves, successors, and assigns.

Signed, this 23rd day of July, 2001.

The condition of the above obligation is such that whereas
the Principal has submitted to Owner a certain Bid,
attached hereto and hereby made a part hereof to enter into
a contract in writing for:

Initial Gas Extraction System Installation
West Nassau Landfill
Nassau County, Florida

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the
alternate,

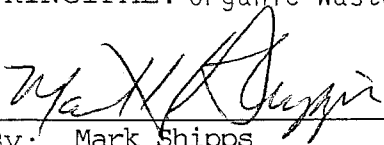
2. If said Bid shall be accepted and the Principal
shall execute and deliver a contract in the Form of
Contract attached thereto (properly completed in accordance
with said Bid) and shall furnish a bond for his faithful
performance of said contract, and for the payment of all
persons performing labor or furnishing materials in
connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said
Bid;

Then this obligation shall be void, otherwise the same
shall remain in force and effect, it being expressly
understood and agreed that the liability of the Surety for
any and all claims hereunder shall, in no event, exceed the
penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

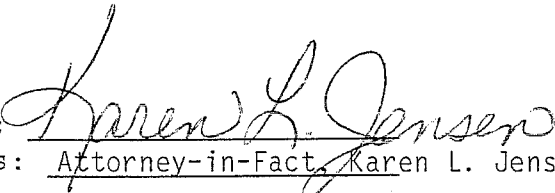
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, and day and year first set forth above.

PRINCIPAL: Organic Waste Technologies, Inc.


By: Mark Shipps

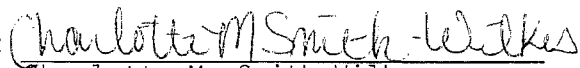
Its: President, Organic Waste Technologies, Inc.

SURETY: National Fire Insurance Company of Hartford


By: Karen L. Jensen
Its: Attorney-in-Fact, Karen L. Jensen

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.

COUNTERSIGNED

By: 
Charlotte M. Smith-Wilkes
FL Resident Agent

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Christine A. Hartung, Leslie L. Rudat, Pamela L. Nunez, Elena Zunic, Elizabeth Hartzberg, Marjorie A. Altemus, Karen L. Jensen,
Individually

of Pittsburgh, Pennsylvania

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 5th day of January, 2001.

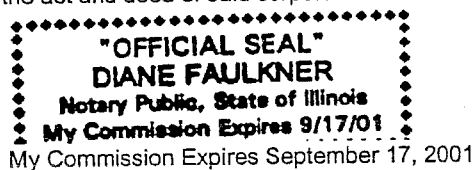


CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Michael Gengler Group Vice President

State of Illinois, County of Cook, ss:

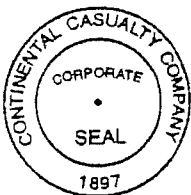
On this 5th day of January, 2001, before me personally came Michael Gengler, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Diane Faulkner Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 23rd day of July, 2001.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis Assistant Secretary

MARSH USA INC		CERTIFICATE OF INSURANCE			CERTIFICATE NUMBER
PRODUCER Marsh USA, Inc. Attn: Kristina Pirc (412) 552-5199 6 PPG Place, Suite 300 Pittsburgh, PA 15222		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
17000 -GPL-01-02 IT		COMPANIES AFFORDING COVERAGE			
INSURED The IT Group, Inc., IT Corporation & Its Majority Owned Subsidiary Corporations 2790 Mossdale Boulevard Murfreesville, PA 15146-2792		COMPANY A COMMERCE AND INDUSTRY INS CO			
		COMPANY B AMERICAN HOME ASSURANCE CO			
		COMPANY C NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH PA			
		COMPANY D N/A			
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GPL 4178502	04/01/01	04/01/02	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMMERCE AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$
B D	AUTOMOBILE LIABILITY	RMCA4575743RA (AOS) RMCA1467671 RA (TX)	04/01/01 04/01/01	04/01/02 04/01/02	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	CARAGE LIABILITY				AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
G	EXCESS LIABILITY	AUC 5230419-00	04/01/01	04/01/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
E F C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4551214 (AOS)	04/01/01	04/01/02	<input checked="" type="checkbox"/> WE STATUTORY LIMITS
		4550498 (AR,FL,MA,TN,VA)	04/01/01	04/01/02	EL EACH ACCIDENT \$ 2,000,000
	<input type="checkbox"/> INCL	4550499 (IL,LA,NY)	04/01/01	04/01/02	EL DISEASE-POLICY LIMIT \$ 2,000,000
	<input type="checkbox"/> EXCL	4550501 (OR,NV,WI)	04/01/01	04/01/02	EL DISEASE EACH EMPLOYEE \$ 2,000,000
	OTHER				
DESCRIPTION OF OPERATION, ACTIVATIONS & VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS) Request Date: 7/23/01 RE: Construction of a Landfill Gas Management System.					
CERTIFICATE HOLDER Nassau County Board of County Commissioners c/o J.H. Chip Oxley, Jr. Clerk P.O. Box 1010 Fernandina Beach, FL 32035-1010			SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL endeavor to MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY ON THE LIABILITY OF ANY KIND UPON THE INSURER AND COVERAGE. ITS AGENTS OR REPRESENTATIVES.		
			MARSH USA INC. BY: MBUI MOYI <i>Paul Hoyt</i> <i>Urey</i>		

ADDITIONAL INFORMATION		DATE (MM/DD/YY)
PRODUCER Marsh USA, Inc. Attn: Kristina Piro (412) 552-6100 6 PPG Place, Suite 300 Pittsburgh, PA 15222		07/23/01
		COMPANIES AFFORDING COVERAGE
		COMPANY E INS CO OF THE STATE OF PENNSYLVANIA
		COMPANY F ILLINOIS NATIONAL INS CO
17800 -CPL-01-02	IT	
INSURED The IT Group, Inc., IT Corporation & its Majority Owned Subsidiary Corporations 2790 Masside Boulevard Monroeville, PA 15146-2792		COMPANY G AMERICAN GUARANTEE & LIABILITY INSURANCE CO.
		COMPANY H
SERVICER/HOLDER Nassau County Board of County Commissioners c/o J.H. Chip Oxley, Jr. Clerk P.O. Box 1010 Fernandina Beach, FL 32035-1010		

INCLUDES COPYRIGHTED MATERIAL OF ACORD CORPORATION WITH ITS PERMISSION.

Golder Associates Inc.

8933 Western Way, Suite 12
Jacksonville, FL USA 32256
Telephone (904) 363-3430
Fax (904) 363-3445

**VIA FACSIMILE AND U.S. MAIL**

October 1, 2001

993-3928.37

Nassau County Board of County Commissioners
3163 Bailey Road
Fernandina Beach, Florida 32035

Attn: Mr. Walter D. Gossett
County Coordinator

RE: CLARIFICATION OF BID ITEM
ORGANIC WASTE TECHNOLOGIES, INC. BID
INITIAL LANDFILL GAS EXTRACTION SYSTEM
WEST NASSAU LANDFILL

Dear Mr. Gossett:

As requested in a meeting on September 26, 2001 at the Temporary Courthouse in Nassau County, Golder has reviewed the project specifications, bids received by the County, and contractual language to evaluate the blower/flare station bid item (Specification 15000) for the above-referenced project. The issue is that the Unit Price Schedule provided to the bidders includes the language "variable frequency drive" under that bid item. However, the specification (No. 15000) includes language that states that the blower shall be direct driven (Section 2.1, C. and E.) and requests that an optional cost for the variable frequency drive be provided for the owner's use (Section 2.1, S.)¹. Organic Waste Technologies, Inc. (OWT) provided a bid with a lump sum price in the Unit Price Schedule and separately (under General Notes) provided the optional cost for the variable frequency drive. The County requested that Golder review the documents and determine if the language in the Unit Price Schedule or the specifications should take precedence. It should be noted that with respect to the project, the specifications are accurate in that Golder and the County desire to install a direct-driven blower; the Unit Price Schedule language is in error.

In addition to the specifications and the Unit Price Schedule, Golder reviewed the bids from all bidders. OWT's bid for the blower/flare station item was \$143,500. It was noted that this amount is \$42,100 lower than the next lowest bid and \$49,700 lower than the average bid. Also, although clearly stated in the specifications, OWT was the only bidder to provide optional costs for the variable frequency drive and V-belt assembly. The optional cost for the variable frequency drive was provided by OWT as \$16,500, which, if added to the bid price, would still remain by far the lowest bid for this item. Additionally, if this amount were to be subtracted, the variation between bid prices would be even greater. In discussions with representatives of OWT, it is OWT's position that the lump sum cost included in the bid was for the direct drive system.

¹ As a note, the specifications also request an optional price for a V-belt assembly (Section 2.1, E.).

Nassau County Board of County Commissioners

Attn.: Mr. Walter D. Gossett

- 2 -

October 1, 2001

993-3928.37

Golder's review of the contract documents did not reveal any language that indicates precedence between the Unit Price Schedule language and the Specifications. However, it should be noted that once the project starts, Golder, as Construction Quality Assurance (CQA) representative for the County, would require that the Contractor adhere to the project specifications.

As a result of our review, Golder recommends that the lump sum cost of \$143,500² for the blower/flare station be accepted by the County as the cost for a direct drive system. This recommendation is based on the comparison between the OWT bid and the other bids, the statement(s) in the specifications requesting direct drive with variable frequency as an option, the inclusion of alternate pricing for the variable frequency drive in OWT's bid, and the lack of contractual language that would require the Unit Price Schedule take precedence.

Golder appreciates the opportunity to continue to provide professional services to Nassau County Board of County Commissioners. If you have any questions with respect to the above recommendation, please call.

Sincerely,

GOLDER ASSOCIATES INC.



Wendy D. Karably
Senior Project Manager/Associate

cc: Mike Mullin, Nassau County Attorney
J. M. "Chip" Oxley, Jr., Nassau County Ex-Officio Clerk
Bob McIntyre - Director, Nassau County Solid Waste Management Department
Mike Faverau - OWT/IT

FN: G:\projects\993-3928\21&37\Bid Item Ltr.doc

² It should be noted that as per Golder's letter to Mr. Robert McIntyre at Nassau County dated August 7, 2001, a price reduction for this item should be realized by the County due to the change from a stainless steel to aluminum flame arrestor. This price reduction has not been received by Golder as of the date of this letter. Therefore, the cost for this item will be less than \$143,500 due to other cost reductions, not the VFD issue.

Golder Associates Inc.

8933 Western Way, Suite 12
Jacksonville, FL USA 32256
Telephone (904) 363-3430
Fax (904) 363-3445

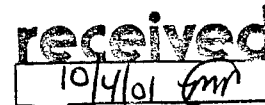


VIA FED EX

October 2, 2001

993-3928.37

Nassau County Board of County Commissioners
3163 Bailey Road
Fernandina Beach, Florida 32035



Attn: Mr. Walter D. Gossett
County Coordinator

RE: REVISED BID REVIEW
ORGANIC WASTE TECHNOLOGIES, INC.
INITIAL LANDFILL GAS EXTRACTION SYSTEM
WEST NASSAU LANDFILL, FLORIDA

Dear Mr. Gossett:

Golder Associates has reviewed the revised bid for construction of the initial landfill gas extraction system for the West Nassau Landfill from Organic Waste Technologies, Inc. (OWT). This revised bid, included as Attachment 1 to this letter, was submitted as requested by the County in a meeting on September 26, 2001 held to discuss outstanding issues regarding OWT's original bid (OWT was the lowest responsible bidder for the project, per Golder's August 7, 2001 letter). As requested at the meeting, OWT has provided an item by item breakdown of the add-ons and credits for each affected bid item, as applicable, and revised the total bid price. The following provides a brief discussion of the items that were to be revised, as presented at the meeting:

- OWT has revised its bid price for the various pipe installation items to reflect the omission of seeding or sodding requirements on the active portion of the landfill. Sodding of the disturbed areas of the closed landfill are still included in the costs;
- OWT submitted a revised bid price for maintenance of the re-vegetated areas (revised to the closed areas only), i.e., watering, etc. until roots are established. The revised bid amount for this work was \$7,200.00. Based on this cost and the fact that the scope had changed to include only the closed area, and after discussion with Mr. McIntyre, it was requested that OWT remove this item from its revised bid. The County will be responsible for maintaining the sod that is placed by OWT on the closed area¹;
- OWT has revised its bid price for the blower/flare system bid item (Spec. No. 15000/01) to include the recommended fenced area to be installed at 20 feet x 50 feet to accommodate the flare skid and the air compressor, etc. The treatment for the area inside

¹ It is assumed the County will perform this work under the existing post-closure care responsibilities.

the fenced area as proposed by OWT in its bid will be adequate to support these other appurtenances;

- The County confirmed that the power drop that is being brought in by Florida Power and Light will be located within 75 feet of the flare station and that a meter and disconnect will be provided on the pole. Therefore, there is no price adjustment from OWT regarding this issue;
- The County approved that the tie-in of the 2-inch x 4-inch force main from the closed area to the 3-inch existing force main should be performed inside the leachate tank containment area. Additionally, review has indicated that a valve will not be required at the tie-in area nor at the landfill. If the force main system for the landfill gas condensate is required to be shut down, the air compressor will be turned off;
- OWT provided a written list of subcontractors to be used for the project, with the exception of the electrician, at the September 26, 2001 meeting. Both the list provided at the September 26, 2001 meeting and the subcontract electrician are included in the attached submittal; and
- OWT has revised its bid price for the blower/flare system bid item (Spec. No. 15000/01) to include the an aluminum packing flame arrestor.

All the above price revisions were credits to the county or no change to the bid price. Given the above revised prices, the total revised bid price is \$510,506.00, which is \$8,040.00 less than the original bid price. Based on these revisions, OWT remains the low bidder for the project. Also, as requested, OWT has included a revised project schedule that includes construction activity dates as well as submittal review requirement dates. This schedule shows has been revised significantly from that presented in the bid based on the submittal review requirements for the flare. The flare is custom built and will take approximately 12 weeks to assemble. Therefore, this component of the work will not be completed until January 2002 (the previous schedule had the entire project completed by the end of 2001). It is noted that all the remaining components of construction will be completed by mid-December and there will be a lag time for installation of the flare.

Based on the revised bid and schedule, Golder recommends OWT be awarded the project and the notice to proceed provided as soon as possible to allow the submitted schedule to be met. Golder appreciates the opportunity to provide our continuing services to Nassau County at the West Nassau Landfill. If you have any questions, please do not hesitate to call.

Very truly yours,
GOLDER ASSOCIATES INC.



Wendy D Karably
Senior Project Manager/Associate

Attachments

cc: Bob McIntyre – Nassau County Solid Waste Director

FN: GAPROJECTS\993-3928\37\Bid Letter.doc

Attachment 1

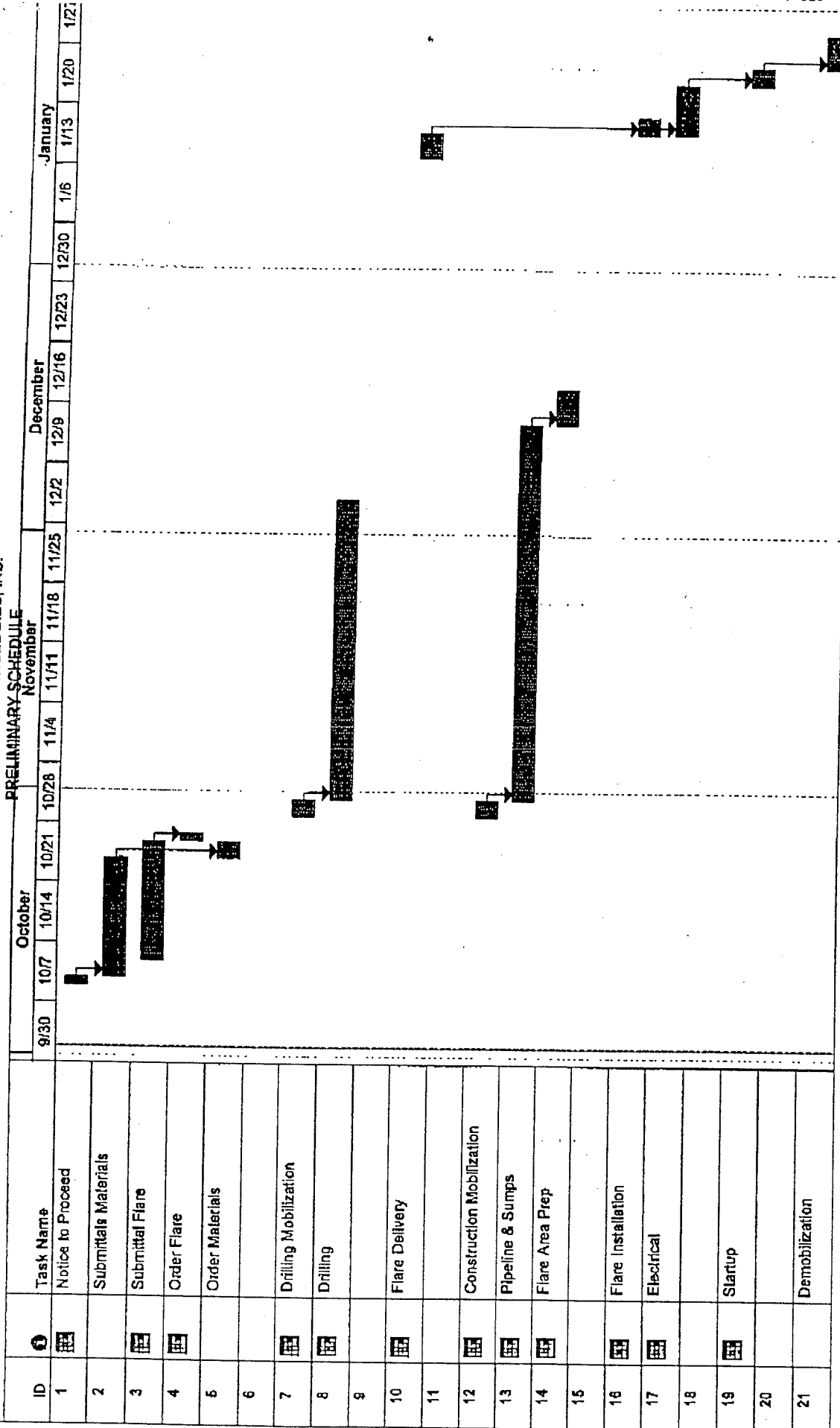
OWT Revised Bid and Schedule

West Nassau Landfill
 Construction of Initial Landfill Gas Extraction System
 OWT Proposal 821663-00004036 Dated July 29, 2001
 Revisions to Original Bid October 2, 2001

Original Contract Price		\$ 518,546.00
Action items to clarify from 9/26/01 meeting.		
Item 1		
No seeding required on uncapped areas.	Credit	\$ (5,750.00)
Seeding credit on line item 02780/03	\$ (1,150.00)	
Seeding credit on line item 02785/01	\$ (460.00)	
Seeding credit on line item 02785/03	\$ (575.00)	
Seeding credit on line item 02785/04	\$ (1,495.00)	
Seeding credit on line item 02785/05	\$ (115.00)	
Seeding credit on line item 02790/02	\$ (345.00)	
Seeding credit on line item 02790/03	\$ (1,150.00)	
Seeding credit on line item 02790/05	\$ (115.00)	
Seeding credit on line item 15000/01	\$ (345.00)	
Item 2	No change	\$ -
Sod maintenance Provided by Landfill Owner		
Item 3	Credit	\$ (1,240.00)
Fence and groundcover reduction in size.		
All credit for item 3 goes to bid line item 15000/01		
Item 4	No change	\$ -
Power drop within 75' of flare station.		
Item 5	No Change	\$ -
No valve required on the new force main.		
Item 6	No change	\$ -
Electrical Subcontractor		
Tom Carter PH: 904-879-4756		
Duval Electric Company		
PO Box 1089		
Callahan, FL 32011		
Item 7	Credit	\$ (1,050.00)
Use aluminum flare arrestor.		
All credit for item 4 goes to bid line item 15000/01		
Item 8	No change	\$ -
No variable speed drive required on flare skid.		
Subtotal of action items	Total Credit	<u>\$ (8,040.00)</u>
Revised project total		<u><u>\$ 510,506.00</u></u>

WEST NASSAU LANDFILL
ORGANIC WASTE TECHNOLOGIES, INC.

PRELIMINARY SCHEDULE



Task

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Milestone

Rolled Up Progress

External Tasks

Project Summary

Split

Rolled Up Split

Project: West Nassau Landfill
Date: Tue 10/20/01



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

October 24, 2001

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Ms. Wendy Karably
Senior Project Manager/Associate
Golder Associates, Inc.
8933 Western Way, Suite 12
Jacksonville, FL 32256

RE: Agreement between Nassau County and Organic Waste
Technologies, Inc..

Dear Ms. Karably:

Enclosed with this letter is a copy for your records of the
fully executed agreement as referenced above.

Should you have any questions please call my office at any
time.

Sincerely,

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

/ca

Enclosure



IT Corporation

6910 Treeline Drive, Suite F
Brecksville, OH 44141-3393
Tel. 440.746.0833
Fax. 440.746.0934

A Member of The IT Group

October 17, 2001

Joyce Bradley
Office of the Clerk of Courts
191 Nassau Place
Yulee, FL 32097

RE: Transmittal of Documents – Landfill Gas Project
Payment & Performance Bonds, Insurance Certificate

Dear Ms. Bradley:

Enclosed, please find fully executed payment and performance bonds, and an insurance certificate for the landfill gas project that we will be performing in the near future.

If you have any questions regarding this information, please call me at your convenience at (440) 746-2055.

Sincerely,
ORGANIC WASTE TECHNOLOGIES, INC.

A handwritten signature in black ink, appearing to read 'Kevin M. Bonzo', written in a cursive style.

Kevin M. Bonzo
Project Manager

Enc.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That
 Organic Waste Technologies, Inc. (Name of Contractor)
 6910 Treeline Drive, Suite F, Brecksville, OH 44141-3353 (Address of
 Contractor), a corporation, (corporation, partnership,
 individual) hereinafter called "Principal",
 National Fire Insurance Company (Name of Surety), and the BOARD OF
 of Hartford COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political
 subdivision of the State of Florida, hereinafter referred
 to as "Owner", total aggregate penal sum of ^{Five Hundred Ten Thousand}
 Dollars (\$ 510,506.00-----), ^{Five Hundred Six and 00/100} in lawful money of the United
 States, for the payment of which sum well and truly to be
 made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and
 severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas,
 the Principal entered into a certain contract with the
 Owner, dated the 8th day of October, 2001, a copy
 of which is attached hereto and made a part hereof for the
 construction of:

Initial Landfill Gas Extraction System Installation
 West Nassau Landfill
 Nassau County, Florida

NOW, THEREFORE, if the Principal shall well, truly,
 and faithfully perform its duties, all the undertakings,
 covenants, terms, conditions, and agreements of said
 contract during the original term thereof, and any and all
 extensions thereof which may be granted by the Owner, with
 or without NOTICE TO THE SURETY and during the one (1) year
~~guaranty~~ period and IF THE PRINCIPAL shall satisfy all
 claims and demands incurred under such contract, and shall
 fully indemnify and save harmless the Owner from all costs
 and damages which it may suffer by reasons of failure to do
 so, and shall reimburse and repay the Owner all outlay and
 expense which the Owner may incur in making good any
 default, then this obligations shall be void, otherwise to
 remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value
 received hereby stipulates and agrees that no change,
 extension of time, alteration or addition to the terms of
 the contract or to Work to be performed thereunder or the

*Originals in
 Safe Deposit*

SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or attain to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The Term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be satisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in 1 (number), one of which shall be deemed an original, this 16th day of October, 2001.

PRINCIPAL: Organic Waste Technologies, Inc.

ATTEST:

Raymond F. Navak
(Principal Secretary) *Secretary*

(Seal)

Raymond F. Navak
(Witness as to Principal)

Countersigned By:

Charlotte M. Smith-Wilkes
Charlotte M. Smith-Wilkes, FL Resident Agent
Wendy A. Frucht
(Witness as to Surety)

By: *Max Ruppis, Pres.*

6910 Treeline Drive, Suite F
(address)

Brecksville, OH 44141-3353

SURETY: National Fire Insurance Company of Hartford

By: *Marjorie A. Altemus*
Marjorie A. Altemus, Attorney-in-Fact
Marsh USA Inc., Six PPG Place, Suite 300
(address)
Pittsburgh, PA 15222

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Christine A. Hartung, Leslie L. Rudat, Pamela L. Nunez, Elena Zunic, Elizabeth Hartzberg, Marjorie A. Altemus, Karen L. Jensen,
_____ Individually _____

of Pittsburgh, Pennsylvania
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature _____
- In Unlimited Amounts - _____

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 5th day of January, 2001.

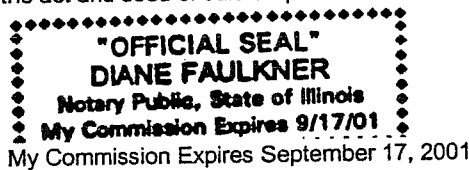


CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Michael Gengler Group Vice President

State of Illinois, County of Cook, ss:

On this 5th day of January, 2001, before me personally came Michael Gengler, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Diane Faulkner Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 16th day of October, 2001.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis Assistant Secretary

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That
Organic Waste Technologies, Inc. (Name of Contractor)
6910 Treeline Drive, Suite F, Brecksville, OH 44141-3353 (Address of
Contractor), a corporation, (corporation, partnership,
individual), hereinafter called "Principal",
National Fire Insurance Company (Name of Surety), hereinafter
of Hartford referred to as "Surety", are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a
political subdivision of the State of Florida, Post Office
Box 1010, Fernandina Beach, FL 32035, hereinafter referred
to as "Owner", and unto all persons, firms, and
corporations who or which may furnish labor, or who furnish
materials to perform as described under the Contract and to
their successors and assigns in the total aggregate penal
sum of \$510,506.00----- Dollars (\$*), in lawful money of the
United States, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and
severally, firmly by these presents. * Five Hundred Ten Thousand Five Hundred
Six and 00/100

THE CONDITION OF THIS OBLIGATION is such that whereas,
the Principal entered into a certain contract with the
Owner, dated the 8th day of October, 2001, a copy
of which is attached hereto and made a part hereof for the
construction of:

Initial Landfill Gas Extraction System Installation
West Nassau Landfill
Nassau County, Florida

NOW, THEREFORE, if the Principal shall promptly make
payment of all persons, firms, and corporations furnishing
materials for or performing labor in the prosecution of the
Work provided for in such Contract, and any authorized
extensions or modifications thereof, including all amounts
due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed
or used in connection with the construction of such work,
and for all labor cost incurred in such work, including
that by a subcontractor, and to any mechanic or materialman
lienholder whether it acquires its lien by operation of
State or Federal law; then this obligation shall be void,
otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the Principal to its subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notices shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Florida, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful

performance of the Contract as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the contract, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in 1 (number), one of which shall be deemed an original, this 16th day of October, 2001.

PRINCIPAL: Organic Waste Technologies, Inc.

Anthony A. Alexander
Anthony A. Alexander
(Printed Name of Witness)

Raymond F. Nowak
Raymond F. Nowak
(Printed Name of Witness)

Wendy A. Bright
Wendy A. Bright
(Printed Name of Witness)

Julie L. Walker
Julie L. Walker
(Printed Name of Witness)

Mark Shipp, PRES.
By: Mark Shipp
Its: President

SURETY: National Fire Insurance Company of Hartford

Marjorie A. Altemus
By: Marjorie A. Altemus
Its: Attorney-in-Fact

Countersigned By:
Charlotte M. Smith-Wilkes
Charlotte M. Smith-Wilkes, FL Resident Agent

NOTE: Date of Bond must not be prior to the date of the Contract.

If Contractor is a partnership, all partners should 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.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Christine A. Hartung, Leslie L. Rudat, Pamela L. Nunez, Elena Zunic, Elizabeth Hartzberg, Marjorie A. Altemus, Karen L. Jensen,
Individually

of Pittsburgh, Pennsylvania
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 5th day of January, 2001.

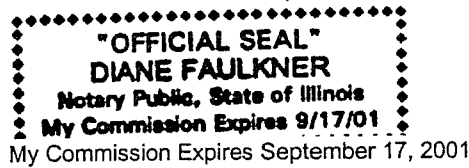


CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Michael Gengler Group Vice President

State of Illinois, County of Cook, ss:

On this 5th day of January, 2001, before me personally came Michael Gengler, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Diane Faulkner Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 16th day of October, 2001.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis Assistant Secretary

ADDITIONAL INFORMATION

CLE-000525902-00

DATE (MM/DD/YY)
10/16/01**PRODUCER**

Marsh USA, Inc.
Attn: Jennifer Bistrican
Six PPG Place, Suite 300
Pittsburgh, PA 15222
(412) 552-5282

17800 --CPL-01-02

IT

COMPANIES AFFORDING COVERAGE

COMPANY

E INS CO OF THE STATE OF PENNSYLVANIA

COMPANY

F ILLINOIS NATIONAL INS CO**INSURED**

The IT Group, Inc.,
IT Corporation &
Its Majority Owned
Subsidiary Corporations
2790 Mossie Boulevard
Monroeville, PA 15146-2792

COMPANY

G AMERICAN GUARANTEE & LIABILITY INSURANCE CO.

COMPANY

H**TEXT****CERTIFICATE HOLDER**

Nassau County
Board of County Commissioners
c/o J.H. Chip Oxley, Jr. Clerk
P.O. Box 1010
Fernandina Beach, FL 32035-1010

11A

CHANGE ORDER APPROVAL FORM

PROJECT: Initial Landfill Gas Extraction

CHANGE ORDER NUMBER: 1R

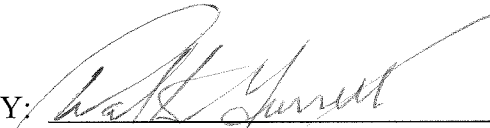
System – West Nassau Landfill

DATE: January 9, 2001

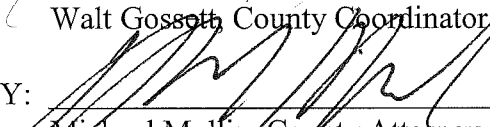
CONTRACT NUMBER: N/A

TO CONTRACTOR: Organic Waste Technologies, Inc. (OWT)


Original Contract Sum.....	\$	<u>510,506.00</u>
Net Change by Previous Change Order.....	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>510,506.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(46,019.90)</u>
New Contract Sum Including this Change Order.....	\$	<u>464,486.10</u>

APPROVED BY: 
Walt Gossett, County Coordinator

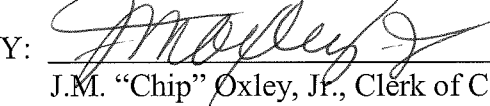
DATE: 01-09-02

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 1-10-02

APPROVED BY: 
Nick Deonas, Chairman

DATE: 1-10-02

APPROVED BY: 
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 1-10-02

Golder Associates Inc.

8933 Western Way, Suite 12
Jacksonville, FL USA 32256
Telephone (904) 363-3430
Fax (904) 363-3445



January 3, 2002

993-3928.37

Mr. Robert P. McIntyre
Nassau County Solid Waste Management Director
West Nassau Landfill
440 South Kings Road
Callahan, Florida 32011



RE: EXECUTION OF CHANGE ORDER #1R
INITIAL LANDFILL GAS EXTRACTION SYSTEM
WEST NASSAU LANDFILL
NASSAU COUNTY, FLORIDA

Dear Mr. McIntyre:

Golder Associates Inc. (Golder), as Resident Project Representative for Nassau County on the above referenced project, prepared and signed the attached Change Order #1R and obtained the signature of the Contractor, Organic Waste Technologies, Inc. (OWT), as the first steps in execution of the change order. This change order covers the actual vs. estimated well depths (credit), a revision to the header in the northeast corner of the closed area (credit), and the abandonment of the existing gas vents on the closed area (additional cost). Details on the cost impacts of these changes are included with the attached Change Order Form. However, it is noted that the total net change is a credit for the project (i.e., reduction in cost).

Please review the attached and, if the cost changes are acceptable to the County, sign and submit to the appropriate County personnel (Dawn at Jack D'Amato's office) no later than Monday morning for inclusion on the agenda for the Capital Projects meeting on January 9, 2002.

Golder appreciates the opportunity to provide services to the County on this project. If there are any questions on the attached, please call.

Very truly yours,

GOLDER ASSOCIATES INC.

A handwritten signature in black ink, appearing to read 'Wendy D. Karably'.

Wendy D. Karably
Senior Project Manager/Associate

Attachment

FN: G:\Projects\993-3928\21&37\Bob CO Letter.doc

Nassau County
Department of Solid Waste Management

County
Contractor
Field
Other

CHANGE ORDER REQUEST

PROJECT: Initial Landfill Gas Extraction CHANGE ORDER NO. 1 (Revised)

System Installation, West Nassau Landfill DATE: 12/21/01

CONTRACT NUMBER: NA

TO CONTRACTOR: Organic Waste Technologies, Inc. (OWT)

The contract is changed as follows: 1. Actual gas well depths varied from those estimated. See attached Table 1 for breakdown of costs. A decrease in the contract price is warranted based on unit prices for wells in each area (\$65/lf in active area, \$86/lf in the closed area). 2. Based on actual field conditions, the gas header line was re-routed in the northeast corner of the closed area such that gravity drainage could be obtained (see attached revised Drawing 3). With this re-routing, condensate sump CS-2 was eliminated along with the associated forcemain and airline, and the header pipe length was reduced. This change results in a reduction in price based on unit pricing for each associated item. The cost change is based on estimated revised pipe lengths using revised Drawing 3 (see attached Table 2 for breakdown). 3. The existing vents in the closed area required abandonment, which will result in an increase in price based on a proposal provided by OWT (see attached Table 3 for cost breakdown). These three items are combined into Change Order No. 1R.

Original Contract Sum	\$ <u>510,506.00</u>
Net Change by Previous Change Order	\$ <u>0.00</u>
Contract Sum Prior to this Change Order	\$ <u>510,506.00</u>
Amount of this Change Order	\$ <u>(46,019.90)</u>
New Contract Sum, Including this Change Order	\$ <u>464,486.10</u>

The Contract Time for Substantial Completion will be (**unchanged**) by _____ days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: *Walter D. Karabik* DATE: 12/21/01
Resident Project Representative

ACCEPTED BY: *Mary A. Sage* DATE: 1-2-02
Contractor

APPROVED BY: *CPM Lutz* DATE: 1/7/02
Director of Solid Waste Management

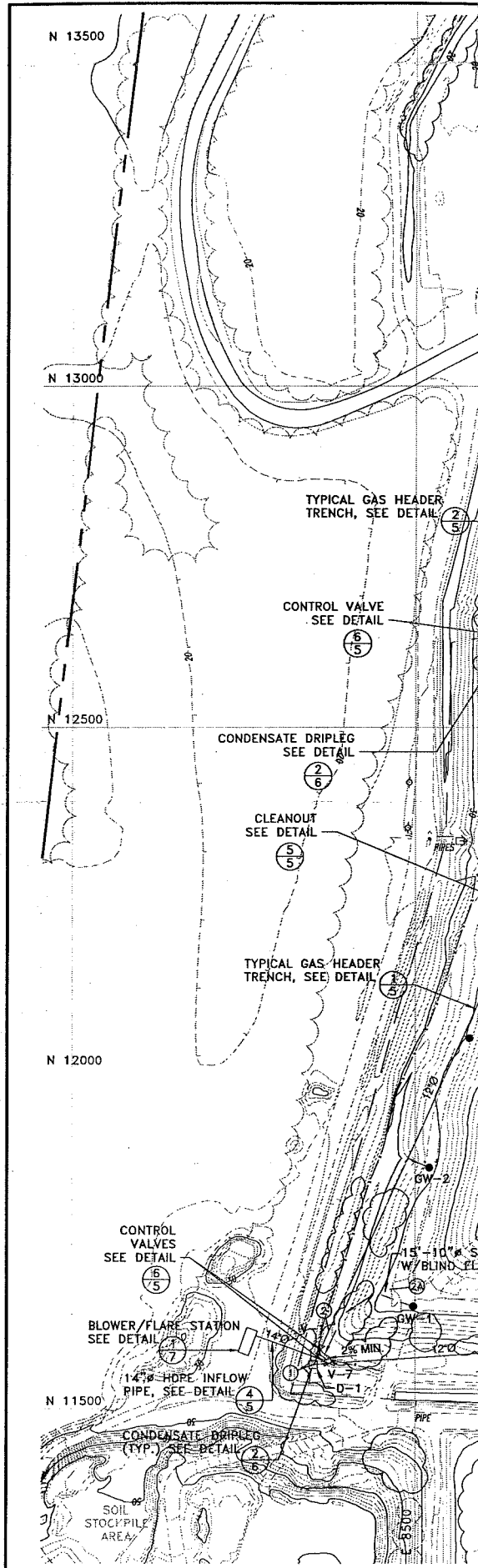
Table 1
Cost Deduction for Actual vs. Design Well Depths

Well ID	Depth on Drawing (ft)	Actual Depth (ft)	Difference (ft)	Unit Price (ft)	Cost Savings (\$)	Well location	Cost Savings by Area	
1	50.7	35	15.7	65.00	1020.50	active		
2	33.5	26	7.5	65.00	487.50	active		
3	33	26	7	65.00	455.00	active		
4	49.2	46	3.2	65.00	208.00	active		
5	40.3	38	2.3	65.00	149.50	active		
6	73.8	50	23.8	65.00	1547.00	active		
11	37.7	37	0.7	65.00	45.50	active	Total for active: \$ 3,913.00	
40	38.2	34	4.2	86.00	361.20	closed		
41	35.4	27	8.4	86.00	722.40	closed		
42	52.7	31	21.7	86.00	1866.20	closed		
43	38.4	31	7.4	86.00	636.40	closed		
44	44.5	35	9.5	86.00	817.00	closed		
45	37.2	30	7.2	86.00	619.20	closed		
46	42.8	34	8.8	86.00	756.80	closed		
47	44.6	35	9.6	86.00	825.60	closed		
48	39.2	28	11.2	86.00	963.20	closed		
49	39.4	32	7.4	86.00	636.40	closed		
50	43.5	35	8.5	86.00	731.00	closed		
Total Cost Reduction: \$12,848.40								Total for closed: \$ 8,935.40

Table 2
Cost Deduction for Revision to Header in Northeast Corner

Area/Description of Change	Original Estimated Length (LF)	Revised Estimated Length (LF)	Difference (LF)	Type of Pipe/Item	Unit Price	Cost Savings (\$)
Header(H)/Lateral(L)						
(H) CP 11 to CP 10	30	0	30	10" dia.	26.00	780.00
Flange at CP 10	15	15	0	8" dia.	29.00	0.00
(H) CP 10 to GW-50	142	35	107	8" dia.	29.00	3103.00
(L) GW-50 to (H)	90	15	75	4" dia.	23.00	1725.00
(H) GW-50 to CP 24	155	267	-112	8" dia.	29.00	-3248.00
(H) CP 24 to CP 23	333	0	333	8" dia.	29.00	9657.00
(L) GW-49 to (H)	40	40	0	4" dia.	23.00	0.00
(H) CP 23 to CP 22	640	758	-118	8" dia.	29.00	-3422.00
(L) GW-48 to (H)	10	43	-33	4" dia.	23.00	-759.00
(L) GW-47 to (H)	145	163	-18	4" dia.	23.00	-414.00
(L) GW-46 to (H)	110	123	-13	4" dia.	23.00	-299.00
(L) GW-45 to (H)	80	80	0	4" dia.	23.00	0.00
FM from CP 24 to CP 22	970	0	970	force main	13.00	12610.00
Airline from CP-24 to CP-22	970	0	970	air line	2.05	1988.50
Condensate sump at CP 24	1	0	1	condensate sump	16950.00	16950.00
Total Cost Reduction:						\$38,671.50

Note: This Change Order Estimate is based on estimated lengths, the actual lengths will be determined when constructed.



CONTROL POINT ID	NORTHING	EASTING
1	11565.2	8353.1
1A	11604.7	8896.2
2	11615.2	8375.6
2A	11676.5	8463.8
3	12235.7	8654.2
3A	12232.7	8668.9
4	12614.7	8626.2
4A	12614.0	8641.1
10	12601.0	9820.3
10A	NA	NA
11	NA	NA
14A	11604.7	8896.2
21	13070.1	8777.7
22	13123.1	9032.3
23	12899.0	9756.71
24	NA	NA

LEGEND

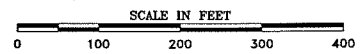
- PROPERTY LINE
- 20 --- EXISTING CONTOURS
- EXISTING TREELINE
- EXISTING ROAD
- LIMITS OF FINAL COVER
- 120 --- PROPOSED CONTOUR
- EXISTING PAVED ROAD
- HDPE GAS EXTRACTION HEADER PIPE (DIA. AS SHOWN)
- 4" # HDPE GAS EXTRACTION WELL LATERAL PIPE
- ① GAS EXTRACTION SYSTEM CONTROL POINT, SEE ABOVE DATA TABLE
- GW-1 GAS EXTRACTION WELL, SEE DRAWING 4 FOR DATA TABLE
- D-1 CONDENSATE DRIPLEG
- ☒ CS-1 CONDENSATE COLLECTION SUMP
- ≡ V-1 CONTROL VALVE
- CONDENSATE FLOW

NOTES:

- TOPOGRAPHY WITHIN AND SURROUNDING THE CLASS I LANDFILL IS DATED JULY 27, 2001.
- LANDFILL GAS WELLS WILL BE INSTALLED AT THE NOTED LOCATIONS WHERE EXISTING GRADES ARE WITHIN 10 FEET OF FINAL GRADES UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- ALL LATERAL AND HEADER LINES SHALL BE INSTALLED WITH A MINIMUM 2.0% SLOPE.
- PIPE INVERT ELEVATIONS AT CONTROL POINTS WILL BE DETERMINED ONCE ACTUAL GROUND SURFACE AT EACH CONTROL POINT IS DETERMINED BY CONTRACTOR.

SURVEYOR'S NOTES:

- NORTH, THE GRID, AND THE COORDINATES SHOWN HEREON ARE REFERENCED TO AN ASSUMED DATUM BASED ON CONTROL PROVIDED BY NASSAU COUNTY.
- ELEVATIONS ARE TO AN ASSUMED DATUM BASED ON CONTROL PROVIDED BY NASSAU COUNTY.
- THIS TOPOGRAPHIC SURVEY WAS PREPARED BY PHOTOGRAMMETRIC METHODS. THIS MAP IS LIMITED TO THOSE FEATURES VISIBLE ON AERIAL PHOTOGRAPHY.
- PIPE INVERT ELEVATION REQUIREMENTS FOR PIPE SUPPORT WILL BE EVALUATED DURING CONSTRUCTION.



WEST NASSAU LANDFILL			
TITLE			
INITIAL LANDFILL GAS EXTRACTION SYSTEM PLAN			
JACKSONVILLE, FLORIDA		DRAWN GMS/TRG	DATE 10/17/01
		CHECKED	SCALE AS SHOWN
		REVISED	DWG. NO. 392837
APPROVED		FOR NO. 993-3928.37	REV. NO.
FILE NO.		SHEET NO. 993-3928.37	3

Table 3
Cost Addition for Abandonment of Existing Gas Vents

ITEM/DESCRIPTION	BID QUANTITY	UNITS	UNIT COST	TOTAL
Abandon Vents (1)	1	LS	\$3,500.00	\$3,500.00
Liner Repair (2)	1	LS	\$2,000.00	<u>\$2,000.00</u>
Total				\$5,500.00

Notes:

- (1) The costs are for abandonment of 13 gas vents, both shallow and deep. The deep vents are to be pulled or cut off below liner grade and filled with bentonite powder.
- (2) The vents penetrated the HDPE cover liner and abandonment requires repair of the liner at the vent location by a specialized liner crew.
- (3) The abandonment also included removal of soil and cleaning around vent for liner repair and then replacement of soil upon completion of liner repair.

Nassau County
Department of Solid Waste Management

County
Contractor
Field
Other

CHANGE ORDER REQUEST

PROJECT: Initial Landfill Gas Extraction CHANGE ORDER NO. 2

System Installation, West Nassau Landfill DATE: 02/08/02

CONTRACT NUMBER: NA

TO CONTRACTOR: Organic Waste Technologies, Inc. (OWT)

The contract is changed as follows: A time extension of 15 days is warranted based on additional time to complete repairs to the gas header system required as a result of landfill personnel damaging in-place header piping, based on work performed outside the original project scope, and based on a delay of shipment of the flare. Cost impacts to repairs to the header pipe and additional scope are as yet unknown.

Original Contract Sum	\$ <u>510,506.00</u>
Net Change by Previous Change Order	\$ <u>(46,019.90)</u>
Contract Sum Prior to this Change Order	\$ <u>464,486.10</u>
Amount of this Change Order	\$ <u>0.00</u>
New Contract Sum, Including this Change Order	\$ <u>464,486.10</u>

The Contract Time for Substantial Completion will be (**increased**) by 15 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: *Walter D. Karably* DATE: 2/8/02
Resident Project Representative

ACCEPTED BY: *Mary A. Berg* DATE: 2/11/02
Contractor

APPROVED BY: *[Signature]* DATE: 2/19/02
Director of Solid Waste Management

Golder Associates Inc.

8933 Western Way, Suite 12
Jacksonville, FL USA 32256
Telephone (904) 363-3430
Fax (904) 363-3445



February 12, 2002

993-3928.37

Mr. Robert P. McIntyre
Nassau County Solid Waste Management Director
West Nassau Landfill
440 South Kings Road
Callahan, Florida 32011

RE: EXECUTION OF CHANGE ORDER #2
INITIAL LANDFILL GAS EXTRACTION SYSTEM
WEST NASSAU LANDFILL
NASSAU COUNTY, FLORIDA

Dear Mr. McIntyre:

Golder Associates Inc. (Golder), as Resident Project Representative for Nassau County on the above referenced project, prepared the attached Change Order #2, as requested by the Contractor, Organic Waste Technologies, Inc. (OWT) in its letter dated February 1, 2002. Attached is the original Change Order form signed by both Golder and OWT, which is forwarded for your signature. This change order covers an extension to the schedule to February 15, 2002. Details on the cost impacts of this time change (associated with the additional work that caused some or all of the extension) are not included with the attached Change Order, but are anticipated to be submitted by OWT at a later date.

Please review the attached and, if the time change is acceptable to the County, sign and submit to the appropriate County personnel. Please note that upon receipt of this request from OWT, I discussed this change with Mr. Walt Gossett and he indicated that the County would likely accept this change.

Golder appreciates the opportunity to provide services to the County on this project. If there are any questions on the attached, please call.

Very truly yours,

GOLDER ASSOCIATES INC.


Wendy D. Karably
Senior Project Manager/Associate

Attachment

FN: G:\Projects\993-3928\21&37\Bob CO Letter.doc

10:24 Upon the request and recommendation of the County Coordinator, it was moved by Commissioner Howard, seconded by Commissioner Vanzant, and unanimously carried to approve a change order from Organic Waste Technologies, Inc. (OWT) to increase their contract time for substantial completion by 15 days based on a delay in the shipping of the FLARE for the gas system. There are no monetary changes.

10:26 The Board considered a second diverse route for 911 Call Taking.

THE FOLLOWING IS A VERBATIM AS REQUESTED BY THE CLERK.

Mr. Gossett - The second one is concerning the diverse routing for 911. In a meeting I had, was involved in last, I believe it was Wednesday, the BellSouth representatives brought up an issue of a second diverse route for the 911. In researching the minutes, can't find where it was ever approved or disapproved. I can take you back. Marianne, were you able to listen to the tape?

Commissioner Marshall - I listened to the tape, and it did not state anything about the route that you were discussing.

Mr. Gossett - Lemme kind of refresh your memory on what this is about. With the new 911 Center and the 911, before you made the decision to implement the Smart Ring technology, there was discussion about having diverse routing so that if a fiber optic was cut, 911 would not go down. If you will remember, one of the diverse routes was going back through the Jones property, then another one coming up William Burgess to AIA. When you made the decision to go to Smart Ring, that sixty-one thousand requirement went away because that's gonna be the back route coming down William Burgess, down to 17 at about Harts and down to the Yulee CO, excuse me, down to the Ocean Way and then coming back. The Smart Ring itself



RECEIVED
COUNTY COORDINATOR'S
OFFICE

02 JAN 22 AM 10:42

GOLDER ASSOCIATES INC.
8933 Western Way, Suite 12
Jacksonville, Florida 32256
Tel: 904-363-3430
Fax: 904-363-3445

FACSIMILE TRANSMISSION

DATE SENT:	January 22, 2002
TO:	County Coordinator's Office
ATTN:	Mr. Walt Gossett
FAX NO.:	(904) 321-5784
FROM:	Wendy Karably
PROJECT NO.:	993-3928.37.004
RE:	Attached OWT Facsimile

Total no. of pages (including this cover page): 4

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Walt,

We received the attached facsimile from OWT which, along with a component list for the gas flare, requests a schedule extension of approximately one week. The extension is based on the shipment of the flare to the site being delayed. Please let me know how we should proceed with this information - does the County need a change order that will reflect the schedule change? We will notify the FDEP when we notify them of the start-up date, I don't see a conflict with FDEP.

Please call if you have any questions on the attached. Please note there are more faxes to come to you today!

Wendy
cc: Bob McIntyre

APPROVED

DATE 1-28-02 *JMB*



ORGANIC WASTE TECHNOLOGIES, INC
YOUR SOLID WASTE MANAGEMENT SOLUTION

6910 Treeline Drive, Suite F
Brecksville, Ohio 44141-3393

PHONE: 440/746-2062
FAX: 440/746-0934

DATE: January 21, 2002 RE: Flare Component List
TO: Greg Hudnec Wendy Karably
FAX #: 770-934-9476 904-363-3445
FROM: Chuck Giffels PROJECT #: West Nassau Landfill

NOTE: Unless otherwise indicated or obvious from the nature of the transmittal, the information contained in this facsimile message is confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us at the telephone number listed above.

COMMENTS: Attached is the component list for the gas flare skid. I regret to inform you that the flare will not ship until the last week of the month. This will most likely cause a delay in the substantial completion of the system past the deadline of January 31. I therefore request an extension of the project schedule to February 8, 2002 for substantial completion.

Please call with any questions or comments.

NUMBER OF PAGES 3 (INCLUDING COVER SHEET)

COMPONENT LIST

JOB #1752

COMPONENT	MANUFACTURER	MODEL/SERIAL NUMBER	NOTES
Pilot Gas System:			
Indicator, Pressure	Ashcroft		0-15 psd
Regulator	Control Air	Type 700	
Strainer, Line	Mueller	#11M	1/2"
Valve, Shutoff	OVC	Fig #266-FT	1/2"
Valve, Solenoid	Asco	EF8210H1068	1/2"
Flare Stack Components:			
Igniter Spark Plug	Auburn	I-64-1	
Igniter Transformer	Franceformer	6EEGV-2	
High Temperature Switch	Burling	M1C	Set @ 300 F
Thermocouple Elements	Pyromation	K8C-9-50-096-K-Z	96"
Thermocouple Elements	Pyromation	K8C-9-50-084-K-Z	84"
UV Flame Detector	Honeywell	C7035A1031	
Gas Handling Components:			
Actuator	Betts	CB725SR80 S/N:	
Actuator Solenoid Valve	Asco	EF8320G184	
Beacon Indicator	Westlock	BM2-Y	
Blower Motor	Toshiba	B0505FLF3UMW	50 HP
Blower, Gas	Lamson	853/P003219 (SO#194574)	
Butterfly Valve	Grinnell	WD-8170-7-R, 8171-7-R	10" DI
Condensate Knock-out Pot	LFG Specialties	KOP-36	36" x 60"
Flame-Arrester	Lerj	94607-17-11-71	10"
Flexible Coupling	Fled-Craft	10x8	
Flow Meter	Thermal Instruments	62-9	
Gauges, Pressure	Dwyer	MAG #2020	Pressure
Gauges, Temperature	Taylor	0-250°F, 3" ADJ, HD, 6" stem, 1/2" NPT	Temperature
Gauges, Vacuum	Dwyer	MAG #2080	Vacuum
Level Switch	Floctect	L6EPB	
Mist Pad	ACS	20 Micron	
Flare Control Rack:			
A/C Current Transformer	Riley	420L	
Autodialer/Data Logger	Raco	Catalyst C10-S-020-1450	
Blower Ammeter	Teconate	DI-45U	
Circuit Breakers	Curier Hammer	QC1030, QC1020, QC1015, EHD2015L	30, 20, 15 amp
Circuit Breakers	Allen Bradley	1492-CB	2, 4, 15 amp
Control Panel Heater	Hoffman	D-AH2001A	
Control Panel Lights and Switches	Allen Bradley	800H, 800T	
Flame Detector Amplifier	Honeywell	7800 RM7823A	
Flame Detector Relay	Honeywell	7823 A	
Hour Meter	Redington	53202000	

Isolation Transformer	General Electric	9T58K2911	
Lighting Equipment	Cooper Lighting	Lumark	170 watt
Main Disconnect	Cutler Hammer	HFD3100L	100 amp
Master Control Relay	Allen Bradley	100-M09ND3	
Motor Control Protector	Cutler Hammer	HMC100R3	100 amp
Motor Control Starter	Cutler Hammer	W200M3CFY7	Size 3
Photoelectric Eye	Intermatic	K4121	
Power Transformer	Cutler Hammer	S20N11503N	3 KVA
Programmable Logic Controller	General Electric	OCS-200	
Relays	Allen Bradley	700-HC	
Snubber Circuit	Siemens	3TX7462-3S	
Surge Protector	Square D	SDSA1175	
Temperature Controller	Honeywell	UDC 1000	
Timers	Allen Bradley	700-HRM, 700-HX	