

A G R E E M E N T

THIS AGREEMENT entered into this 10th day of January, 2007, 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 **SOUTHEAST ENVIRONMENTAL CONTRACTING, 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 the Partial Closure at the West Nassau Landfill, Nassau County, Florida, hereinafter referred to as the "Work".
2. The Work includes, but is not limited to, the construction of a partial landfill closure cover on the west and southwest sides of the landfill, including grading of the ground/waste surface to the design grades, construction of a soil leveling layer, installation of a linear low density polyethylene liner, a geocomposite drainage layer, protective soil, topsoil, and sod. Additionally, the construction includes replacement of header pipe, valves, and appurtenances for the existing landfill gas extraction system within the closure area, including connection to the remainder of the system. The closure also includes regrading the perimeter ditch around the entire landfill, including cutting and filling to design and the installation of culverts.

All Work is to be performed per the Contract Documents.

1. Proposer hereby agrees to commence the work under this Contract on or before a date to be specified in the Notice to Proceed. Proposer also agrees to **SUBSTANTIALLY** complete the Project within **150 consecutive calendar days** after the Notice to Proceed, and fully complete the Project in a total

of 180 consecutive calendar days after the Notice to Proceed.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed within the time frames set forth in the Contract Documents. Therefore, the Owner and Contractor specifically agree that the Contractor shall pay to Owner the sum of Seven Hundred and Fifty (\$750) Dollars per calendar day or any part thereof elapsing between the 150th day after Notice to Proceed, as referenced in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after thirty (30) calendar days after the date of substantial completion is achieved, the Project is not fully and finally complete, then the sum of Seven Hundred and Fifty and no/100 Dollars (\$750.00) per calendar day or any part thereof elapsing between the established date of final completion (180 days after Notice to Proceed) 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.

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

Three million, six hundred and sixteen thousand,
five hundred and eighty one dollars and no cents
(3,616,581.00).

(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, with the provision for credits, as described below.

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

Contractor agrees to issue a credit to Owner on specific lump sum items based on agreed-upon differences in the work required, as follows: 1) Credit for Item S2-4, Allowances, will include the amount not used, plus a 17 percent credit on the amount not used to account for the profit included in the Contractor's price; 2) Credit for items S2-6 and S2-7 will be based on the number of working days to complete each task; Contractor has allocated 48 days for Item S2-6 and 24 days for S2-7. Credit will be issued to Owner based on the difference between the number of working days to complete the item and the number of working days estimated by the Contractor (Attachment A - Bid Item List). The balance of the working days will be multiplied by an amount equal to the total lump sum bid price for that item divided by the total number of working days estimated by the Contractor; 3) Credit for items S2-7 and S2-9 will be based on the number of loads of material imported to the site; Contractor has estimated the number of loads of material required to complete the work and has specified an associated cost per load (Attachment A - Bid Item List). At the completion of the specified tasks, the number of loads required will be compared to the number estimated and the difference (if lower) will be multiplied by the cost per load and credited to the Owner.

4. 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.

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

- a. Proposal Form (including Attachment A to the Bid Item List)
- b. Sworn Statement - Public Entity Crimes
- c. Addendum Acknowledgement
- d. Bid Bond
- e. Agreement
- f. Notice of Award
- g. Notice to Proceed
- h. Change Order Request
- i. Performance Bond
- j. Payment Bond
- k. Hold Harmless Agreement
- l. General Conditions
- m. Technical Specifications
- n. Drawings

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

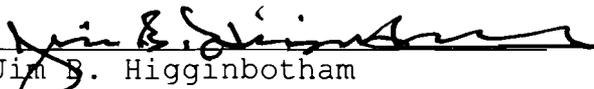
7. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

8. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

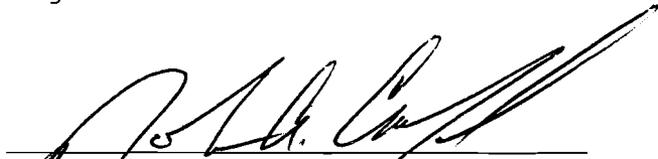
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER:

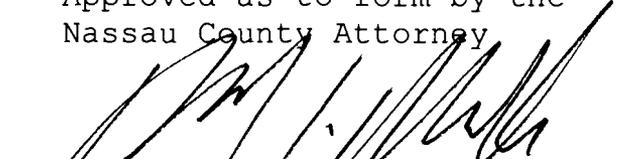
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


Jim B. Higginbotham
Its: Chairman

Attest as to Chairman's
signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

CONTRACTOR:


By: Earl S. Holmes
Its: President

ATTACHMENT "A"

Revised Bid Item List (Sequence 2 only), as revised per negotiation session, authorized by the Board of County Commissioners of Nassau County, December 11, 2006.

WEST NASSAU LANDFILL							
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	OVER/UNDER	REVISED
S2-1	MOB DEMOB	1	LS	\$60,000.00	\$60,000.00		\$100,000.00
	travel trailer delivery and pick up	8	trips	\$8,000.00			
	equipment delivery and pick up	30	loads	\$90,000.00			
			total	\$98,000.00		\$38,000.00	
S2-2	ADMINISTRATION	1	LS	\$250,000.00	\$250,000.00		\$300,000.00
	office administration	1	ls	\$12,000.00			
	shop drawings, submittals	1	ls	\$8,000.00			
	office trailers	1	ls	\$13,000.00			
	conformance testing	1	ls	\$23,000.00			
	bonds	1	ls	\$69,906.00			
	insurance	1	ls	\$63,000.00			
	project management	1	ls	\$110,000.00			
			total	\$299,906.00		\$49,906.00	
S2-3	SURVEY	1	LS	\$56,345.00	\$56,345.00		\$56,000.00
	registered surveyor			\$44,345.00			
	site layout			\$12,000.00			
			total	\$56,345.00		\$0.00	
S2-4	ALLOWANCES	1	LS	\$100,000.00	\$100,000.00		\$100,000.00
S2-5	SITE GRADE SLOPE CUTS (2 mont	1	LS	\$503,301.25	\$503,301.25		\$446,515.00
	waste excavation	139,240	cy	\$3.21			
	off road trucks	3	ea	\$90,000.00			
	d6m	1	ea	\$16,000.00			
	cat 613 water tanker	1	ea	\$16,000.00			
	volvo 460 excavator	1	ea	\$27,000.00			
	excavator thumb	1	ea	\$12,000.00			
	operators	6	ea	\$86,400.00			
	laborers	1	ea	\$12,000.00			
	fuel	36,000	gal	\$78,200.00			
	maint.	1	ls	\$25,000.00			
			total	\$363,800.00		(\$139,701.25)	
S2-6	SOLID WASTE FILL (1 month)	1	LS	\$100,000.00	\$100,000.00		\$163,600.00
	waste fill	39,240	cy	\$2.55			
	d6m	1	ea	\$16,000.00			
	smooth roller	1	ea	\$10,000.00			
	pad foot roller	1	ea	\$10,000.00			
	operators	3	ea	\$43,200.00			
	laborers	1	ea	\$12,000.00			
	fuel	7,200	gal	\$14,520.00			
	maint.	1	ls	\$12,000.00			
			total	\$117,720.00		\$17,720.00	
S2-7	LEVEL LAYER (1 month)	1	LS	\$400,000.00	\$400,000.00		\$350,000.00
	import fill	2,000	loads	\$270,000.00			
	d6m	2	ea	\$16,000.00			
	smooth roller	1	ea	\$5,000.00			
	operators	3	ea	\$21,600.00			
	laborers	2	ea	\$12,000.00			
	fuel	2,400	gal	\$14,520.00			
	maint.	1	ls	\$9,000.00			
			total	\$348,120.00		(\$51,880.00)	
S2-8	GEOSYNTHETICS	480,375	SF	\$1.25	\$600,468.75		\$520,000.00
	material unloading	1	ls	\$36,000.00			
	liner crew mob	1	ls	\$4,000.00			
	liner	480,375	sf	\$192,150.00			
	composite	480,375	sf	\$264,206.25			
	boots	10	ea	\$5,000.00			
	liner bond	1	ls	\$15,000.00			
	markers	30	ea	\$3,000.00			
			total	\$519,356.25		(\$81,112.50)	
S2-9	COVER AND GRASS (2 months)	1	LS	\$825,000.00	\$825,000.00		\$733,000.00
	import fill	2,700	loads	\$351,000.00			
	import top soil	900	loads	\$90,000.00			
	sod	640,000	sf	\$110,000.00			
	d6m	2	ea	\$32,000.00			
	smooth roller	1	ea	\$10,000.00			
	cat 613 water tanker	1	ea	\$16,000.00			
	operators	3	ea	\$43,200.00			
	laborers	3	ea	\$36,000.00			
	fuel	13,200	gal	\$29,040.00			
	maint.	1	ls	\$15,000.00			
			total	\$732,240.00		(\$92,760.00)	
S2-10	SW INLETS AND PIPE (1 month)	1	LS	\$275,000.00	\$275,000.00		\$296,000.00
	pipe	1	ls	\$29,000.00			
	inlets	1	ls	\$71,000.00			
	filter point mat	13,440	sf	\$121,000.00			
	excavator	1	ea	\$6,500.00			
	loader	1	ea	\$4,500.00			
	skld steer	1	ea	\$4,000.00			
	fuel	2,400	gal	\$5,280.00			
	operators	3	ea	\$21,600.00			
	labor	4	ea	\$24,000.00			
	foreman	1	ea	\$8,600.00			
			total	\$206,480.00		\$21,480.00	
S2-11	SW TERRACE PIPE (1 month)	1	LS	\$75,000.00	\$75,000.00		\$180,000.00
	pipe	1	ls	\$44,000.00			
	aggregate	1	ls	\$60,000.00			
	excavator	1	ea	\$6,500.00			
	loader	1	ea	\$4,500.00			
	skld steer	1	ea	\$4,000.00			
	fuel	2,400	gal	\$5,280.00			
	operators	3	ea	\$21,600.00			
	labor	4	ea	\$24,000.00			
	foreman	1	ea	\$9,600.00			
			total	\$179,480.00		\$104,480.00	
S2-12a	PERIMETER DITCH REGRADE 5'	4,015	LF	\$7.00	\$28,105.00		\$28,105.00
S2-12b	PERIMETER DITCH REGRADE 10	2,115	LF	\$12.00	\$25,380.00		\$25,380.00
			BID TOTAL		\$3,298,600.00		BID TOTAL \$3,298,600.00

NOTICE OF AWARD

TO: **Southeast Environmental Contracting, Inc.**
5667 Val Del Road
Hahira, GA 31632

PROJECT DESCRIPTION:

Partial Closure
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 November 15, 2006, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ 3,616,581.00.

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.

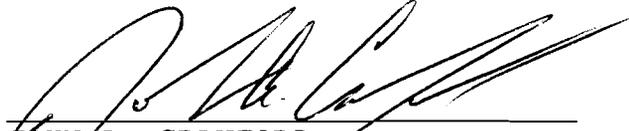
You are required to return an acknowledged copy of this Notice of Award to the Owner.

DATED this 10th day of January, 2007.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

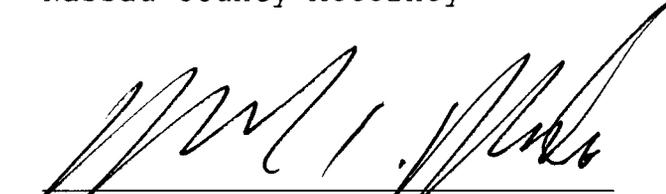

Jim B. Higginbotham
Its: Chairman

ATTEST as to Chairman's
signature:



JOHN A. CRAWFORD
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:

_____ , this 9 day
of January , 2007 .



By: Earl S. Holmes
Its: President

CHANGE ORDER APPROVAL FORM

PROJECT: Partial Closure, West Nassau Landfill

CHANGE ORDER NUMBER: 01

DATE: 07/18/07

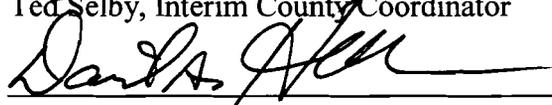
CONTRACT NUMBER: _____

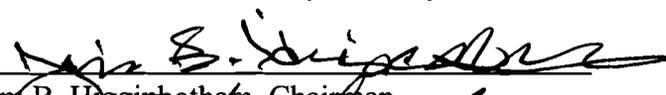
TO CONTRACTOR: Southeast Environmental Contracting, Inc.

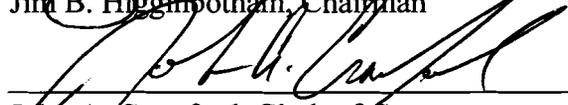
Reason for Change Order: Time extension of 35 days for substantial completion; substantial completion date with change is July 27, 2007, and the date for final completion is August 26, 2007.

Original Contract Sum.....	\$	<u>3,298.600</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>0</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,298.600</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>0</u>
New Contract Sum Including this Change Order.....	\$	<u>3,298.600</u>

APPROVED BY:  DATE: 7/18/07
Ted Selby, Interim County Coordinator

APPROVED BY:  DATE: 7/18/07
David A. Hallman, County Attorney

APPROVED BY:  DATE: 7/18/07
Jim B. Higginbotham, Chairman

APPROVED BY:  DATE: 7/19/07
John A. Crawford, Clerk of Courts

REVIEWED BY GENE KNAGA, DEPUTY COMPTROLLER

Gene Knaga 7/19/07

Nassau County
Department of Solid Waste

County
Contractor
Field
Other

CHANGE ORDER REQUEST

PROJECT: Partial Closure CHANGE ORDER NUMBER: 1

West Nassau Landfill DATE: July 11, 2007

CONTRACT NUMBER: _____

TO CONTRACTOR: Southeast Environmental Contracting, Inc.

The Contract is changed as follows:

[Brief Description of Change]

Time extension of 35 days for substantial completion; substantial completion date with change is July 27, 2007, and the date for final completion is August 26, 2007.

Original Contract Sum	\$	<u>3,298,600</u>
Net change by Previous Change Order(s)	\$	<u>0</u>
Contract Sum Prior to This Change Order	\$	<u>3,298,600</u>
Amount of This Change Order (Add/Deduct)	\$	<u>0</u>
New Contract Sum, Including this Change Order	\$	<u>3,298,600</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 35 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. Karabz DATE: 7/13/07
Resident Project Representative

ACCEPTED BY: John D. Ad DATE: 7/13/07
Contractor

APPROVED BY: _____ DATE: _____
Board of County Commissioners
Or their Designee

Nassau County
Department of Solid Waste

County
Contractor
Field
Other

CHANGE ORDER REQUEST

PROJECT: Partial Closure CHANGE ORDER NUMBER: 1

West Nassau Landfill DATE: July 11, 2007

CONTRACT NUMBER: _____

TO CONTRACTOR: Southeast Environmental Contracting, Inc.

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Contract Sum Prior to This Change Order	\$	<u>3,298,600</u>
Amount of This Change Order (Add/Deduct)	\$	<u>0</u>
New Contract Sum, Including this Change Order	\$	<u>3,298,600</u>

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RECOMMENDED BY: Walter D. Karaby DATE: 7/13/07
Resident Project Representative

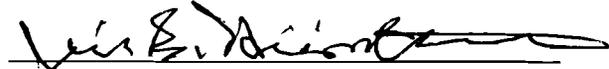
ACCEPTED BY: [Signature] DATE: 7/13/07
Contractor

APPROVED BY: [Signature] DATE: Approved 7-18-07
Board of County Commissioners
Or their Designee

Project in a total of 180 days after the date of
this Notice to Proceed. The Date of Completion of all Work
is therefore 07/22/07.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



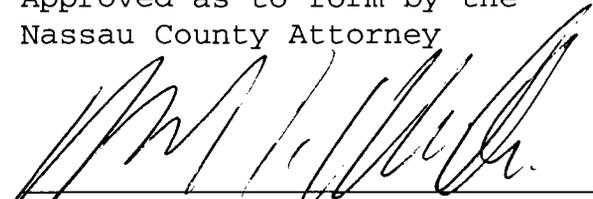
JIM B. HIGGINBOTHAM
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

Item being considered	Action	Maker	Followup Needed	Who
Tab C - Approval for Chairman to sign the notification of change in Responsible Official form for Nassau County to reflect new Chairman effective January 1, 2007 and approval for Chairman to sign the request for Air Construction Permit Extension.	Approved	TB	Commissioner Holloway was absent.	Lee Pickett Admin Services Finance Clerk Staff
		2nd MM		

Item being considered	Action	Maker	Followup Needed	Who
Tab D - Approval for Chairman to execute contract, Notice of Award, and Notice to Proceed with Southeast Environmental Contracting, Inc., for Partial Closure Construction at the West Nassau Landfill.	Approved	MM	Commissioner Holloway was absent. Funding Source: 70000000-239955.	Lee Pickett Admin Services Finance Clerk Staff
		2nd MB		

Item being considered	Action	Maker	Followup Needed	Who
Tab E - CONSENT ITEMS - Supervisor of Election Business - Approval for Chairman to sign the Certificate regarding matching funds for the Voter Education Grant and Poll Worker Recruitment & Training Funds Grant, approval of budget amendment, and approval of budget transfers.	Approved	TB	Commissioner Holloway was absent.	Supv of Elections Finance Admin Services Clerk Staff
		2nd MB		

Item being considered	Action	Maker	Followup Needed	Who
Tab F - Approval of Finance Package 2006-25.	Approved	TB	Commissioner Holloway was absent.	Finance Admin Services Clerk Staff
		2nd MB		

Item being considered	Action	Maker	Followup Needed	Who
Tab G - Approval of Finance Package 2007-5.	Approved	TB	Commissioner Holloway was absent.	Finance Admin Services Clerk Staff
		2nd MB		



CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
01/17/07

PRODUCER
Allied North America Ins.
Brokerage of GA, LLC
Eleven Piedmont Center Ste 700
3495 Piedmont Road, NE
Atlanta, GA 30305-1530

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY
A Zurich American Insurance Company
- COMPANY
B Steadfast Insurance Company
- COMPANY
C OneBeacon America Insurance Company
- COMPANY
D

INSURED
Southeast Environmental
Contracting, Inc
5667 Van Del Road
Hahira, GA 31632

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	GLO9048983	04/19/06	04/19/07	GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP9048987	04/19/06	04/19/07	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	SEO9048988	04/19/06	04/19/07	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
C	OTHER Equipment	R846532	04/19/06	04/19/07	\$500,000 Rented or Leased \$5,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Partial Closure for West Nassau Landfill.
(See Attached Schedule.)

CERTIFICATE HOLDER

Nassau County
Board of County Commissioners
76347 Veterans Way
Yulee, FL 32097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]
ACORD CORPORATION 1993

DESCRIPTIONS (Continued from page 1.)

Nassau County Board of County Commissioners is additional insured under G.L., Auto & XS/Umbrella, for ongoing operations of named insured performed for such additional insured(s), if required by contract signed by an authorized representative of the named insured.

The General Liability policy includes Contractual Liability Coverage.

ACORD™ CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
01/17/07

PRODUCER
Allied North America Ins.
Brokerage of GA, LLC
Eleven Piedmont Center Ste 700
3495 Piedmont Road, NE
Atlanta, GA 30305-1530

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COMPANIES AFFORDING COVERAGE

- COMPANY
A Zurich American Insurance Company
- COMPANY
B Steadfast Insurance Company
- COMPANY
C OneBeacon America Insurance Company
- COMPANY
D

INSURED
Southeast Environmental
Contracting, Inc
5667 Van Del Road
Hahira, GA 31632

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GLO9048983	04/19/06	04/19/07	GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP9048987	04/19/06	04/19/07	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	SEO9048988	04/19/06	04/19/07	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	R846532	04/19/06	04/19/07	STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
C	OTHER Equipment	R846532	04/19/06	04/19/07	\$500,000 Rented or Leased \$5,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Partial Closure for West Nassau Landfill.
(See Attached Schedule.)

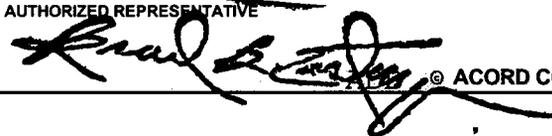
CERTIFICATE HOLDER

Nassau County
Board of County Commissioners
76347 Veterans Way
Yulee, FL 32097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from page 1.)

Nassau County Board of County Commissioners is additional insured under G.L., Auto & XS/Umbrella, for ongoing operations of named insured performed for such additional insured(s), if required by contract signed by an authorized representative of the named insured.

The General Liability policy includes Contractual Liability Coverage.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SP
SECIN-1

DATE (MM/DD/YYYY)
01/17/07

PRODUCER
Synaxis-Merritt & McKenzie, Inc
200 Galleria Suite 600
200 Galleria Pkwy SE, Ste 600
Atlanta GA 30339
Phone: 404-266-7160 Fax: 404-266-7199

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SEC, Inc.
5667 Val-Del Rd.
Hahira GA 31632

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Interstate Ins. Co.	24759
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
				GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
				EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	AVWCFL1482192006 GA, SC, FL	04/19/06	04/19/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
				OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Partial Closure for Nassau County Landfill.

CERTIFICATE HOLDER

CANCELLATION

NASSCO1

Nassau County Board of
County Commissioners
76347 Veterans Way
Yulee FL 32099

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from page 1.)

Nassau County Board of County Commissioners is additional insured under G.L., Auto & XS/Umbrella, for ongoing operations of named insured performed for such additional insured(s), if required by contract signed by an authorized representative of the named insured.

The General Liability policy includes Contractual Liability Coverage.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SE
SECIN-1

DATE (MM/DD/YYYY)
01/17/07

PRODUCER
 Dynaxis-Merritt & McKenzie, Inc
 200 Galleria Suite 600
 200 Galleria Pkwy SE, Ste 600
 Atlanta GA 30339
 Phone: 404-266-7160 Fax: 404-266-7199

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

 SEC, Inc.
 5667 Val-Del Rd.
 Bahira GA 31632

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Interstate Ins. Co.	24759
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	AVWCFL1482192006 GA, SC, FL	04/19/06	04/19/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Partial Closure for Nassau County Landfill.

CERTIFICATE HOLDER	CANCELLATION
NASSCO1 Nassau County Board of County Commissioners 76347 Veterans Way Yulee FL 32099	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT

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DESCRIPTIONS (Continued from page 1.)

Nassau County Board of County Commissioners is additional insured under G.L., Auto & XS/Umbrella, for ongoing operations of named insured performed for such additional insured(s), if required by contract signed by an authorized representative of the named insured.

The General Liability policy includes Contractual Liability Coverage.

COMMON-LAW COMBINED PERFORMANCE AND PAYMENT BOND:

The Common-Law Combined Performance and Payment Bond shall be in the following form:

BY THIS BOND, We Southeast Environmental Contracting, Inc., as Principal whose principal business address and telephone number are 5667 Val Del Road Hahira, GA 31632, and 1-229-794-3330, a corporation, as Surety, whose principal address and telephone number are bound to the Board of County Commissioners of Nassau County, Florida, herein called Owner, whose principal business address and phone number are 96160 Nassau Place, Yulee, FL 32097, 904-491-7380, in the sum of \$ 3,616,581.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

A description of the project sufficient to identify it is: Landfill Gas System Expansion and Partial Closure at the West Nassau Landfill, Nassau County, Florida.

NOTE: The Bond shall be recorded in the public records of Nassau County.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated January 10, 2007, and whose contract number designated by Owner is _____, between Principal and Owner for construction of Partial Closure, West Nassau Landfill, Nassau County, Florida, the Contract being made a part of this Bond by reference and call the "Contract" herein, at the times and in the manner prescribed in the Contract; and
2. Pays Owner all for losses, damages, including delay or liquidated damages, and losses and damages due to latent or patent defects that Owner sustains because of a default by Principal under the Contract; and
3. Pays Owner all for expenses, costs, and attorneys' fees, including such fees in appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
5. Protects, indemnifies, keeps and saves harmless the Owner against all claims, liabilities, judgments, costs, damages, expenses, and attorneys' fees that may in any way accrue or come against the Owner as a result of the breach of Contract or other actions of the Principal arising out of the work of the Principal, or that may in

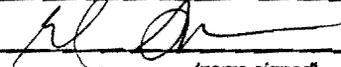
any way result from the acts, carelessness, or neglect of the Principal, its agents, employees, workers, or subcontractors, in any respect whatsoever, or that may result on account of any infringement of any patent, trademark, or copyright by reason of the materials, machinery, processes, devices, or apparatus used or furnished in the performance of the Contract; and

6. Promptly makes payments to all claimants, as defined in Florida Statutes, 255.05(1), who furnish labor, services, or materials for the prosecution of the work provided for in the Contract; then this Bond is void; otherwise it remains in full force.

7. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

8. The forty-five (45) day notice, the ninety (90) day notice, and the time within which to file an action, provided by Florida Statutes, 255.05, and the manner of giving notices provided by Florida Statutes, 713.18, shall apply to claimants on the payment bond undertaking of this Bond.

CONTRACTOR - PRINCIPAL: Southeast Environmental Contracting, Inc.

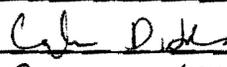
By: 
(name signed)

EARL S. Holmes
(name printed or typed)

Title: President

Address: 5667 Val Del Road

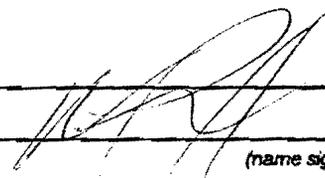
Hahira, GA 31632

Attest: 
(name signed)

Carla D. Holmes
(name printed or typed)

Title: V. Pres., Sec., Treasurer
(SEAL)

SURETY: Western Surety Company

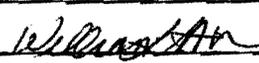
By: 
(name signed)

W Parker Hix
(name printed or typed)

Title: Attorney-In-Fact

Address: PO Box 5077

Sioux Falls, SD 57117

Attest: 
(name signed)

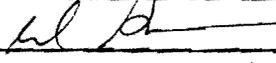
William L Hix
(name printed or typed)

Title: Attorney-In-Fact
(SEAL)

Note: 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 where the Project is located.

END OF SECTION

CONTRACTOR - PRINCIPAL: Southeast Environmental Contracting, Inc.

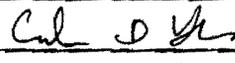
By: 
(name signed)

Earl S. Holmes
(name printed or typed)

Title: President

Address: 5667 Val Del Road

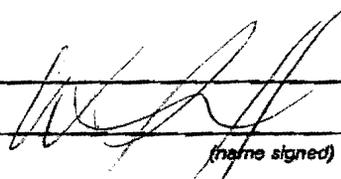
Hahira, GA 31632

Attest: 
(name signed)

Carla D. Holmes
(name printed or typed)

Title: V. Pres., Sec., Treasurer
(SEAL)

SURETY: Western Surety Company

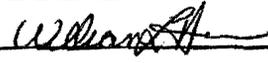
By: 
(name signed)

W Parker Hix
(name printed or typed)

Title: Attorney-In-Fact

Address: PO Box 5077

Sioux Falls, SD 57117

Attest: 
(name signed)

William L Hix
(name printed or typed)

Title: Attorney-In-Fact
(SEAL)

Note: 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 where the Project is located.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William L Hix, S Danny Sellers, W Parker Hix, Sandra F Black, Marvala Erinkitola, Individually

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

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation 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-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 31st day of October, 2006.

WESTERN SURETY COMPANY



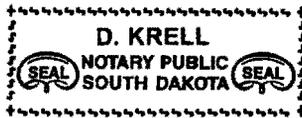
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 31st day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of Jan., 2007



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

CHANGE ORDER APPROVAL FORM

PROJECT: Partial Closure, West Nassau Landfill CHANGE ORDER NUMBER: 03

DATE: 05/21/08

CONTRACT NUMBER: _____

TO CONTRACTOR: Southeast Environmental Contracting

Reason for Change Order:

(1) Third time extension of 39 days for project completion due to significant rainfall events and the extended time to obtain necessary data and information on the completed project; Upon approval and execution of this change order (including CO#1 and CO#2), the project was extended a total of 95 days from 180 calendar days for a total of 275 calendar days for completion of construction.

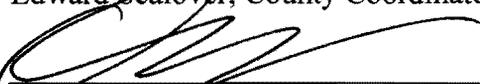
(2) Final project close out documentation to reflect a reduction of \$171,678.61 in the total contract cost; Total contract cost \$3,444,902.39.

Original Contract Sum.....	\$	<u>3,616,581.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,616,581.00</u>

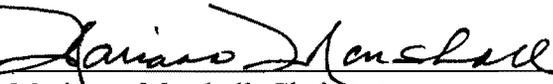
Amount of This Change Order (Add/Deduct).....	\$	<u>(171,678.61)</u>
New Contract Sum Including this Change Order.....	\$	<u>3,444,902.39</u> ✓

APPROVED BY: 
Edward Sealover, County Coordinator

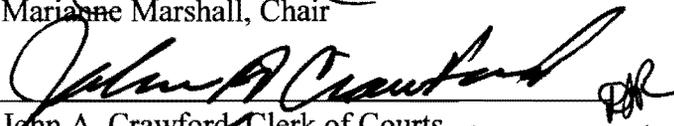
DATE: 5/21/08

APPROVED BY: 
David A. Hallman, County Attorney

DATE: 5-21-08

APPROVED BY: 
Marianne Marshall, Chair

DATE: 5-21-08

APPROVED BY: 
John A. Crawford, Clerk of Courts

DATE: 5/22/08

Nassau County
Department of Contract Management

County X
Contractor X
Field
Other

RECEIVED
CONTRACT MANAGEMENT
2008 MAY 13 AM 10:49

CHANGE ORDER REQUEST

PROJECT: Partial Closure CHANGE ORDER NUMBER: 03

West Nassau Landfill DATE: May 12, 2008

CONTRACT NUMBER: _____

CONTRACTOR: Southeast Environmental Contracting, Inc.

The Contract is changed as follows:

(1) Request a third time extension of 39 days for project completion due to significant rainfall events and the extended time to obtain necessary data and information on the completed project. Project completed in a total of 275 calendar days.

(1) Final project close out documentation to reflect a reduction of \$171,678.61 in the total contract cost; Final contract cost \$3,444,902.39.

Original Contract Sum	\$	<u>3,616,581.00</u>
Net change by Previous Change Order	\$	<u>.00</u>
Contract Sum Prior to This Change Order	\$	<u>3,616,581.00</u>
Amount of This Change Order (Add/Deduct)	\$	<u>(171,678.61)</u>
New Contract Sum, Including this Change Order	\$	<u>3,444,902.39</u>

The Contract Time for ~~substantial~~ completion of construction will be (increased) (decreased) (unchanged) by 39 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: Nancy D. Karabiy DATE: 5/12/08
Resident Project Representative

ACCEPTED BY: [Signature] DATE: 5/12/08
Contractor

Approved by: [Signature] DATE: 5-21-08
Board of County Commissioners
Or their Designee