
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-2098-07-DRR - Yankee Lake WRF Ph I and Greenwood Lakes WWTF Bio solids Dewatering Improvements

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Award CC-2098-07/DRR in the amount of \$9,173,442.00 to Florida Design Contractors of Lake Park, Florida for all labor, materials, equipment, tools, transportation, services and incidentals necessary for construction improvements at Yankee Lake WRF and Greenwood Lakes WWTF.

County-wide

Ray Hooper

BACKGROUND:

CC-2098-07/DRR will provide for all labor, materials, equipment, tools, transportation, services and incidentals necessary for construction improvements at Yankee Lake WRF and Greenwood Lakes WWTF.

The Yankee Lake WRF Ph I Improvements will consist of upgrading the facility from the existing permitted capacity of 2.5 mgd to 3.5 mgd. Improvements will include construction of a new equalization basin and pump station; construct modifications to existing fermentation basins; replace existing slide gates in biological process; replace existing diffusers and appurtenances in existing aeration basins; construct new sludge transfer pump station; install four new submersible mixers and monitoring equipment in sludge holding tanks; construct new bio solids dewatering building utilizing owner furnished equipment; construct new filtrate return pump station; remove and properly closeout existing underground fuel storage tank; furnish and install new 1000 KW emergency power generator; relocate existing 600 KW emergency power generator to existing reclaimed water high services pump station and construct all required electrical, instrumentation/control; and site civil improvements.

The Greenwood Lakes WWTF Bio solids Dewatering Improvements will consist of removal of existing dewatering equipment and installation of new owner-furnished equipment including belt filter press, belt filter press feed pumps, cake discharge pump, polymer feed system and control panel. The Project also includes furnishing and installing a new air compressor at the dewatering building and replacement of electrical panel DP-3 in the existing electrical building. Modifications to existing electrical building will include new roll-up door HVAC and insulation.

The project was publicly advertised and the County received four (4) responses. The Review Committee, consisting of Environmental Services staff Carol Hunter, Principal Engineer, PEI Division; Dennis Westrick, Manager, PEI Division; and Ruth Hazard, Principal Coordinator,

Water & Wastewater Division reviewed the responses.

Award for the project is based on the low bid of Bid Items 1 through 5 (Base Bid). An Alternate Bid Item for a hydraulic mixing system was included on the Bid Form. The decision to include the Alternate Bid Item was determined by the project budget. References were checked by Purchasing and Contracts and reported to the Review Committee. Completion time for this project is divided by three defined tasks with the issuance of three separate Notices To Proceed. The schedule is included in the Award Agreement as "EXHIBIT A". The attached backup documentation includes the Tabulation Sheet.

The Review Committee recommends award of the agreement to the lowest priced responsive, responsible bidder, Florida Design Contractors, in the amount of \$9,173,442.00 which includes the Alternate Bid Item.

A letter of protest was received July 9, 2007 from Meadors Construction Co., Inc. of Jacksonville. The Purchasing and Contracts Manager reviewed the protest and rejected this protest based upon timeliness and lack of merit. Copies of the correspondence pertaining to this protest are provided in the backup.

This is a budgeted project and funds are available in the account lines for Yankee Lake Plant Expansion (40105.169100, CIP #00195201) and Greenwood Lake Sludge System (40100.169100, CIP #00199901).

STAFF RECOMMENDATION:

Staff recommends the Board award CC-2098-07/DRR in the amount of \$9,173,442.00 to Florida Design Contractors of Lake Park, Florida for all labor, materials, equipment, tools, transportation, services and incidentals necessary for construction improvements at Yankee Lake WRF and Greenwood Lakes WWTF.

ATTACHMENTS:

1. CC-2098-07-DRR Agenda Backup
2. CC-2098-07-DRR Award Agreement to Florida Design Contractors
3. CC-2098-07-DRR Protest by Meadors Construction Co., Inc.

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

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

BID NUMBER: CC-2098-07/DRR
 PROJECT TITLE: Yankee Lake WRF Ph I
 Improvements and Greenwood Lakes WWTF Biosolids
 Dewatering Improvements
 OPENING DATE: June 14, 2007, 2:00 P.M.

PAGE: 1

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Florida Design Contractors 1326 S. Killian Dr Lake Park, FL 33403	Meadors Construction Company Inc 5634 W 5 th St Jacksonville, FL 32254	Ortega Industrial Contractors 6415 Greenland Rd Jacksonville, FL 32258	Wharton-Smith Inc 750 Monroe Rd Sanford, FL 32771
	Thomas H. Clarke (561) 845-1233 – Phone (561)848-5992 – Fax	Joseph M. Fisher (904) 695-9290 – Phone (904) 695-9272 – Fax	Lamar Braxton (904) 268-2181 – Phone (904) 260-5181 – Fax	Ronald F. Davoli (407) 321-8410-Phone (407) 323-1236 – Fax
TOTAL AMOUNT OF BID	*\$8,993,942.00	\$9,089,000.00	\$10,016,080.00	\$10,122,000.00
Acknowledgement of addenda 1-7	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Nonsegregated Facilities Form	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes	Yes

*Corrected total

Opened and Tabulated by D. Reed (Posted June 14, 2007 at 12:00 p.m. Eastern)

Recommendation of Award: Florida Design Contractors (Posted June 21, 2007 @ 2:30p.m. EST)

BCC Agenda Date: July 24, 2007

**CONSTRUCTION SERVICES AGREEMENT
YANKEE LAKE WRF PHASE I IMPROVEMENTS AND
GREENWOOD LAKES WWTF BIOSLIDS DEWATERING IMPROVEMENTS
(CC-2098-07/DRR)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between **FLORIDA DESIGN CONTRACTORS, INC.**, duly authorized to
conduct business in the State of Florida, whose address is 1326 South
Killian Drive, Lake Park, Florida 33403, hereinafter called
"CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the
State of Florida, whose address is Seminole County Services Building,
1101 East First Street, Sanford, Florida 32771, hereinafter called
"COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual
covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK.  **CONTRACTOR** shall complete all Work as
specified or indicated in the Contract Documents. The Work is
generally described as Yankee Lake WRF Phase I Improvements and
Greenwood Lakes WWTF Bioslide Dewatering Improvements.

The Project for which the Work under the Contract Documents is a
part is generally described as Yankee Lake WRF Phase I Improvements
and Greenwood Lakes WWTF Bioslide Dewatering Improvements.

SECTION 2. ENGINEER.

(a) **ENGINEER OF RECORD** as named in the Contract Documents shall
mean **BOYLE ENGINEERING, INC.**, whose address is 320 East South Street,
Orlando, Florida 32801.

(b) "CEI" is the Seminole County Engineer or COUNTY's
contracted Consultant for construction, engineering and inspection

("CEI") services. As named in the Contract Documents, "CEI" shall mean CH2M HILL whose address is 225 East Robinson Street, Suite 505, Orlando, Florida 32801.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be completed as described in Exhibit A attached hereto.

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

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

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

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Base Bid plus the Alternate Bid Item (original Contract Price). CONTRACTOR's total compensation is NINE MILLION ONE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$9,173,442.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

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

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

SECTION 5. PAYMENT PROCEDURES.

(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by

ENGINEER, in accordance with Section 14 of the General Conditions.

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

SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

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

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

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated

damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY'S discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 7. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:



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

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

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and

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

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

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

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is

acceptable to CONTRACTOR.

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

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

(i) CONTRACTOR's resident Superintendent at the Work site shall be GREG WILLIAMS, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

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

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

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

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

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

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit B;
- (3) Trench Safety Act, attached hereto as Exhibit C; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;



(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;

- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vender's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

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

SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to

the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion on the Yankee Lake WRF Phase I Improvements including the generator and SEVEN HUNDRED AND NO/100 DOLLARS (\$700.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion on the Greenwood Lakes WWTF Biosolids Dewatering Improvements, until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives

in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Environmental Services
500 W. Lake Mary Blvd.
Sanford, FL 32773

For CONTRACTOR:

Florida Design Contractors, Inc.
1326 S. Killian Drive
Lake Park, FL 33403

SECTION 13. CONFLICT OF INTEREST.

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

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



(c) Pursuant to Section ~~216.347~~, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

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

a breach of the Contract Documents.

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

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

ATTEST:

FLORIDA DESIGN CONTRACTORS, INC.

JO-ANN ESCOTT, Secretary

By: _____
THOMAS H. CLARKE, President

(CORPORATE SEAL)

Date: _____

(County Signature Page Follows)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Schedule
- Exhibit B - Bid Form
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit



AEC:jjr
06/26/07
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EXHIBIT A

ATTACHMENT "A" - Schedule

Completion Time Based on separate Notice to Proceed Dates for each item:

1. Yankee Lake WRF Phase 1 Improvements (excluding Item 2 below)
390 calendar days Substantial + 60 days to Final 450 calendar days Total Contract Time

2. Yankee Lake WRF Emergency Power Generator and relocation of existing 600 KW emergency power generator (excluding other Phase 1 improvements)
540 calendar days Substantial + 30 days to Final 570 calendar days Total Contract Time

3. Greenwood Lakes WWTF Biosolids Dewatering Improvements
180 calendar days Substantial + 30 days to Final 210 calendar days Total Contract Time

Purchasing Copy

EXHIBIT B

BID FORM
SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Yankee Lake WRF Ph I and Greenwood Lakes WWTF Biosolids Dewatering
Improvements

COUNTY CONTRACT NO. CC-2098-07/DRR

Name of Bidder: FLORIDA DESIGN CONTRACTORS

Mailing Address: 1306 S HILMAN DRIVE

Street Address: SAME

City/State/Zip: LAKE PARK, FL 33403

Phone Number: (561) 845.1233

FAX Number: (561) 848.5992

Contractor License Number: CGC 040304

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 7, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

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

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

BID FORM
12/26/2000

CC-2098-07/DRR
Exhibit "B"
Pages 1 of 7

00100-1
CC-2098-07/DRR

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountvfl.gov/purchasing).

BID FORM

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

TOTAL AMOUNT OF BID: ~~\$ 9,166,633.00~~ ~~9,076,736.00~~ \$ 8,993,942.00 DRR
Numbers

NINE MILLION SEVENTY SIX THOUSAND SEVEN HUNDRED
DOLLARS
(IN WORDS)

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

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

- Section 00100 - Bid Forms, including alternates and addendum, if any. ✓
- Section 00150 - Trench Safety Act Form ✓
- Section 00160 - Bidder Information Forms (Including W-9) ✓
- Section 00300 - Non-Collusion Affidavit of Bidder Form ✓
- Section 00310 - Certification of Nonsegregated Facilities Form ✓
- Section 00330 - Drug-Free Workplace Form ✓
- Section 00630 - Americans with Disabilities Act Form ✓

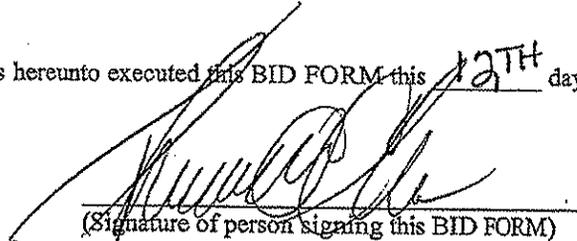
BID FORM
12/26/2000

00100-2
CC-2098-07/DRR

CC-2098-07/DRR
Exhibit "B"
Pages 2 of 7

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 12TH day of JUNE, 2007.

FLORIDA DESIGN
CONTRACTORS
(Name of BIDDER)


(Signature of person signing this BID FORM)

THOMAS H. CLARKE
(Printed name of person signing this BID FORM)

PRESIDENT
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDER'S BOND

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

Revised Addendum 6
Bid Form

Yankee Lake WRF Phase I Improvements (excluding Item 2 below):

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Price Written in Words</u>
1.	Yankee Lake WRF Phase I Improvements	LS	<u>\$SEVEN MILLION FOUR HUNDRED NINETY THOUSAND TWO HUNDRED TWELVE DOLLARS</u>
TOTAL AMOUNT OF BASE BID Item 1			<u>\$7,490,212.00</u>

Yankee Lake WRF Emergency Power Generator and relocation of existing 600KW Emergency Generator (excluding other Phase I Improvements):

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Price Written in Words</u>
2.	Yankee Lake WRF Emergency Generator	LS	<u>\$SIX HUNDRED THOUSAND SIX HUNDRED THIRTY DOLLARS</u>
TOTAL AMOUNT OF BASE BID Item 2			<u>\$606,630.00</u>

Greenwood Lakes WRF Biosolids Dewatering Improvements:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Price Written in Words</u>
3.	Greenwood Lakes WRF Biosolids Dewatering Improvements	LS	<u>\$SEVEN HUNDRED FORTY THREE THOUSAND ONE HUNDRED DOLLARS</u> 743,100
TOTAL AMOUNT OF BASE BID Item 3			<u>\$743,100.00</u>

Permitting Fee Allowance:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Total Allowance</u>
4.	Permitting Fee Allowance	fee	<u>\$50,000.00</u>



Unit Price Bid Items

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Unit Price</u>	<u>Units</u>	<u>Total Bid Price for Item 5</u>
5.	Empty and Clean Existing Tanks	Wet Tons	\$ <u>550.00</u>	200	\$ <u>110,000.00</u>

TOTAL AMOUNT OF BASE BID \$ ~~9,076,750.00~~
 (Sum of Bid Items 1,2,3, 4 and 5) \$ 8,993,942.⁰⁰ DRR

Alternate Bid Items

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Indicate either (-) DEDUCT Or (+) ADD</u>
6.	<u>Rotamix Hydraulic Mixing System</u>	LS	<u>\$ ONE HUNDRET SEVENTY NINE THOUSAND FIVE HUNDREB DOLLARS</u>

TOTAL AMOUNT OF ALTERNATE BID ITEM 6 \$ 179,500.00



LIST OF MANUFACTURERS/SUPPLIERS

<u>Specification Section</u>	<u>Equipment or Material</u>	<u>Manufacturer or Supplier</u>
11228	Submersible Mixers	(a) Flygt b. Or equal
11284	High Density Polymer Slide Gates	(a) Ashbrook-Simon-Harley b. Ham Baker c. Or equal
11308	Submersible Raw Sewage Pumps	(a) Flygt b. Or equal
11309	Dry-Pit Mounted Submersible Wastewater Pumps	(a) Flygt b. Or equal
11314	Recessed Impeller Pumps	(a) Wemco b. Or equal
11372	Reciprocating Air Compressor Assembly	a. Ingersoll-Rand (b) Quincy c. Or equal
11377	Fine Bubble Membrane Disc Diffusers	(a) Sanitaire (b) Wilfley Weber c. Or equal
13121	Prefabricated Metal Buildings	(a) Butler b. Pasco c. Soule d. Varco-Pruden e. Elite Structures f. Or equal
13128	Precast Concrete Building	(a) J.E. Hill Precast b. A to Z Precast Concrete Products c. Oldcastle Pre-cast d. Or equal
13216	Precast Circular Concrete Tanks	(a) CROM b. Precon Corporation c. Or equal
13300	Electromagnetic Flow Meters	(a) Seimans/Danfoss b. Or equal
13320	Process Instrumentation and Controls	a. DRC Engineering Services (b) Revere Controls
13320	Programmable Logic Controllers (PLCs)	(a) Motorola MOSCAD
15119	Electric Motor Actuators	(a) REXA b. Or equal
16150	Electric Motors	a. Toshiba (b) U.S. Motors c. Weg Motors d. GE Motors e. Or equal
16230	Generators	a. Catepillar

		<ul style="list-style-type: none"> b. Cummins <input checked="" type="radio"/> c. Kohler d. Baldor e. Detroit Diesel f. Or equal
16260	Variable Frequency Drive	<ul style="list-style-type: none"> <input checked="" type="radio"/> a. Cutler-Hammer b. Allen Bradley c. Square D d. Or equal
16280	Transient Voltage Surge Suppressors	<ul style="list-style-type: none"> <input checked="" type="radio"/> a. Advanced Protection Technologies b. United Power Corporation c. Atlantic Scientific Corporation d. Or equal
16422	Panelboards	<ul style="list-style-type: none"> a. General Electric <input checked="" type="radio"/> b. Cutler-Hammer c. Square D d. Siemens e. Or equal
16460	Dry-Type Transformers	<ul style="list-style-type: none"> a. Sorgel Electric Division, a. Square D b. General Electric <input checked="" type="radio"/> c. Cutler-Hammer d. Westinghouse e. Or equal
16480	Low-Voltage Motor Control	<ul style="list-style-type: none"> <input checked="" type="radio"/> a. Cutler-Hammer a. Allen Bradley b. Siemens c. Or equal

End of Addendum No. 3

EXHIBIT C

**TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES**

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
<u>SLOPING & SHORING</u>		<u>LS</u>	<u>1</u>	<u>\$10,000</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____

TOTAL \$ 10,000

Thomas H. Clark
Printed Name
[Signature]
Signature

FLORIDA DESIGN CONTRACTORS
Bidder Name
6.13.07
Date



July 6, 2007

Seminole County Purchasing & Contracts
1101 East First Street
Sanford, FL 32271

Attn: Diane Reed

RE: CC-2098-07/DRR
Bid for Yankee Lake WRF Ph I & Greenwood Lakes
WWTF Biosolids Dewatering Improvements – June 14, 2007

Dear Ms. Reed,

In regards to the above referenced bid we have located a substantial mistake in the bid form for Florida Design Contractors that we believe effectively renders their bid non responsive. Please consider this our formal protest of an award to Florida Design Contractors for the foregoing reason:

Upon review we have discovered that the power of attorney attached to the bid bond has not been signed by the appropriate officer from the bonding company. Without the signature the bond itself is worthless. Since a fully executed bid bond was required, this in and of itself is enough to declare Florida Design Contractors bid non responsive.

Addressing the bid protest time issue, upon request on the day of the bid officials refused review of the bidding documents by our competitors and us. Due to the restriction of our not being able to review the bid packages for 10 working days after the bid opening, there was not a sufficient amount of time between the recommendation of award and the receipt of the bid packages to be able to file a protest with any sort of merit.

At this time we respectfully request that award of this project be given to the second apparent low, responsible, responsive bidder, Meadors Construction Company, Inc.

Thank you,

A handwritten signature in black ink, appearing to read "Joseph M Fisher", is written over the "Thank you," text.

Joseph M Fisher
Vice President
Meadors Construction Co, Inc.



SEMINOLE COUNTY

Department of Administrative Services
Purchasing and Contracts Division
1101 East First Street, Room 3208
Sanford, FL 32771
Phone: 407-665-7116; Fax: 407-665-7956

Fax: 904-695-9272

July 10, 2007

Mr. Joseph Fisher
Meadors Construction Co., Inc.
5634 W. 5th Street
Jacksonville, FL 32254

Subject: CC-2098-07/DRR-Yankee Lake WRF Ph I Improvements and Greenwood
Lakes WWTF Biosolids Dewatering Improvements.

Dear Mr. Fisher:

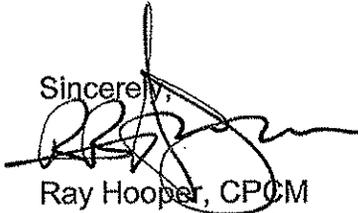
This is in response to your protest letter dated July 6, 2007, that was received via DHL express service on July 9, 2007. In accordance to Section 8.1538 of the Seminole County Administrative Code, the following is the Purchasing and Contracts Manager's findings and determination concerning your protest:

- I find that your protest was untimely, in that a formal written protest must be filed no later than 5PM, local time, five business days after the posting date of the award recommendation. The posting occurred on June 21, 2007 at 2:30PM and for your protest to be considered timely, this protest had to be received no later than 5PM on June 28, 2007.
- Despite the untimely protest, the issue concerning substantial mistake in the bid form for Florida Design Contractors was addressed in accordance with Section 8.155 (5) of the Seminole County Administrative Code for issues concerning corrections, additions to and withdrawal of bids. Attached you will find a copy of the error clarification email that was sent on June 13, 2007 that validates the award recommendation to the lowest price responsive bidder.
- Concerning the issue of the bid bond was not signed by the appropriate officer; the official copy in commission records reflects the proper signatures. Since the original copy is in blue and does not copy well, this could be the explanation that your copy may not reflect any signatures.

Based upon the above, I find that the justification to recommend award to Florida Design Contractors is proper and in accordance with the Seminole County Code and the solicitation requirements. Therefore, it is my decision to reject your protest due to the lack of merit and untimely submission. You may appeal this decision in accordance with Section 8.1538 of the Seminole County Code.

If you have any questions or need further assistance, please contact my office at 407-665-7111.

Sincerely,



Ray Hooper, CPCM
Purchasing and Contracts Manager

Attachment 1: Copy of email dated June 14, 2007 concerning bid correction
Attachment 2: Readable copy of the bid bond

cc: Cindy Coto, County Manager
Ann Colby, Assistant County Attorney
Steve Howard, Administrative Services Director
Diane Reed, Senior Contracts Analyst
Carol Hunter, Program Manager
Florida Design Constructors (FAX: 561-848-5992)



Hooper, Ray

From: Greg Williams [gwilliams@floridadesigncontractors.com]
Sent: Wednesday, June 13, 2007 3:41 PM
To: Reed, Diane
Cc: Hunter, Carol; Brenda.vanRavenswaay@CH2M.com; Hunter, Bob; Hooper, Ray; Tom Clarke
Subject: RE: CC-2098-07/DRR-Yankee Lake WRF Ph I Improvements and Greenwood Lakes WWTF Biosolids Dewatering Improvements

After review of our spread sheet, I did find a transposition in one of our numbers. Florida Design Contractors acknowledges that the Bid Item Total for Items 1-5 should equal \$8,993,942.00. Additionally, Item #6 for the Alternate Bid should be an adder of \$179,500.00. We sincerely apologize for the error and appreciate the opportunity to make the correction. Please don't hesitate to contact me should you have any other questions and/or require additional information.

Thank you,

Greg Williams
 Vice President of Construction
 Florida Design Contractors, Inc.
 O: 561-845-1233 x 105
 C: 561-719-6563
 F: 561-848-5992

-----Original Message-----

From: Reed, Diane [mailto:DReed@seminolecountyfl.gov]
Sent: Wednesday, June 13, 2007 3:13 PM
To: gwilliams@floridadesigncontractors.com
Cc: Hunter, Carol; Brenda.vanRavenswaay@CH2M.com; Hunter, Bob; Hooper, Ray
Subject: CC-2098-07/DRR-Yankee Lake WRF Ph I Improvements and Greenwood Lakes WWTF Biosolids Dewatering Improvements

Mr. Williams,

In regards to your bid for the above referenced project, there was a discrepancy in the Total Amount of Base Bid (Sum of Bid Items 1,2,3,4 and 5). The written and numeric amounts matched for each item however the total was incorrect. Please confirm via e-mail today before 5:00pm EST if your Total Amount of Base Bid for Items 1-5 is \$8,993,942.00.

Item 1.	\$7,490,212.00
Item 2.	600,630.00
Item 3.	743,100.00
Item 4.	50,000.00
Item 5.	<u>110,000.00</u>
	\$8,993,942.00

Also, please indicate (as requested) if the amount for the Alternate Bid Item is a deduct amount or an add amount \$179,500.00. Thank you.

Diane Reed , CPPB, FCCM
 Sr. Contracts Analyst
 Seminole County Purchasing and Contracts
 407-665-7120 PH
 407-665-7956 FX



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than ONE

No. 0 18012

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below:

Name	Address	Limit of Power
LAURA D. MOSHOLDER	SANFORD, FLORIDA	\$75,000,000

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s) in fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of JANUARY, 2007 GREAT AMERICAN INSURANCE COMPANY

Attest:



DAVID C. KITCHIN (513-412-4602)
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss. On this 9TH day of JANUARY, 2007, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSSMAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11



This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993:

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 13th day of June 2007



ATTACHMENT TWO