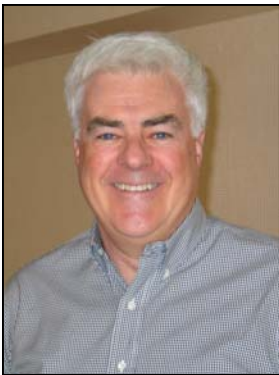


International Association of Geosynthetic Installers

IAGI Newsletter



Dennis W. O'Brien, IAGI
President

A Note from IAGI's President - Dennis W. O'Brien

As I begin my term as President of the IAGI Board of Directors, I want to let you know how excited I am to be part of such a forward-thinking organization. We have several points of action to realize over the coming year, and I am confident that with the assistance of my fellow Board members and the support of the industry, we will successfully meet the goals we have set.

Be sure to mark your calendar for IAGI's presentation during a panel discussion at the Solid Waste/Recycling Conference and Trade Show

at the Sagamore, Bolton Landing, New York on Lake George. The panel discussion, "Emerging Concepts for Landfill Construction Quality," will be offered at 10:45 a.m. on May 10, and will include presentations by Robert Phaneuf, PE, NYS DEC; Robert M. Koerner, Ph.D., PE, Geosynthetic Institute; and Carl Apicella, IAGI. Participants will obtain 1.5 professional development hours for attending the panel discussion. See page 7 of this newsletter for additional information on this panel discussion.

In addition to this informative panel discussion, IAGI has many items in the works for 2006, including beginnings of a long-range plan for IAGI. We'll be seeking input from you, our valuable members, to help us plan the next phase for our association.

I look forward to everything this year has in store for IAGI and our growing industry.

Dennis W. O'Brien



2006-2007 IAGI Board of Directors announced

IAGI members recently voted for IAGI's 2006-2007 Board of Directors. Elected Board officers include: President, Dennis O'Brien, MPC Containment Systems Ltd.; First Vice President, Carl Apicella, American Environmental Group Ltd.; Second Vice President, Brian McKeown, Clean Air & Water Systems; and Treasurer, "Demo" Dave LcLaury, DEMTECH Services, Inc. Elected Board Directing Members include: Anne Steacy, Steacy Environmental; John Heap, Colorado Lining International; David Leggett, GSE Lining

Technology; and Todd Harman, Hallaton, Inc. John K. "Robbie" Robinson, Engineered Textile Products, will

serve as Immediate Past President, and Laurie Honigford will continue as IAGI's Managing Director.

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Using EPDM liners for water features

by **Bill Johnson, Field Sales Engineer, Firestone Specialty Products**

Knowing lining options and making the right choice is the most important part of any water feature project. EPDM liners offer geosynthetic installers the assurance of a durable product while delivering the design flexibility needed to build lasting and aesthetically pleasing projects.

EPDM liners exhibit outstanding performance characteristics in both residential and commercial applications. Below are two EPDM projects completed by Firestone Specialty Products.

Crystal Springs Rhododendron Garden
EPDM liners were installed at the Crystal Springs Rhododendron Garden in Portland, Ore. for a unique water feature that needed a flexible and durable liner. The 7,500-square-foot water feature included three elaborate waterfalls and several ponds. Each waterfall measured between 40 to 35 feet tall with the steepest slope at 4:1.

The first step in the installation process was a site inspection to determine the risk of erosion or differential settling, among other factors. Liners were then pre-cut off site, transported to the garden, unrolled, positioned and smoothed into place. The liner's durability allowed many of the large moss-covered boulders and stones to be positioned directly over the liner, and its large roll size (up to 40' wide) allowed the crew to create sizable water features out of a single sheet of material, speeding the installation process.

Over time, EPDM liners exhibit a high level of resistance to the harmful effects of UV, ozone and other environmental conditions. These characteristics are important especially along the waterline where the liner can be exposed. EPDM liners also resist algae growth, microbial attack and help control water quality.

EPDM's high expansion and contraction characteristics

enable the liner to conform to objects in the subgrade. This is especially important in areas with earth movement, which can cause the soil to be dislodged under the membrane, placing stress on the liner. EPDM liners can elongate more than 300 percent, enabling them to stretch over objects. When installing any type of lining material, it is recommended that an underlayment material, such as a non-woven, needle punched geotextile, be installed to provide an extra layer of protection.

Rose Acre Farms
Rose Acre Farms, a soybean processing plant in Seymour, Ind. and one of the world's largest egg production operations, sought an environmentally friendly solution to deal with storm water run-off and wastewater treatment. After extensive analysis, they opted for constructed wetlands featuring EPDM liners.

Rose Acre Farms installed the EPDM liners themselves with minimal training. Using most of its own construction equipment, Rose Acre Farms dug two rectangular cells and then used skid steer loaders and rubber-tired pay loaders to aid in stretching the lining materials in the cells. Once the liner was in place and the seams were bonded, the equipment was used to distribute the dirt over the liner at the top edge of the basin to hold the material in place. Rose Acre installed two cells in two days.

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Industry News

Firestone MultiLiner Reinforced Polypropylene (RPP)

Firestone MultiLiner RPP is a flexible geomembrane that provides good chemical resistance as well as excellent UV resistance when left exposed. MultiLiner offers a seaming technique that provides high peel and shear values for enhanced system performance.

Available in a variety of colors, MultiLiner is known to be an extremely durable product in most challenging environments. MultiLiner RPP is used in a wide variety of applications, including aquaculture applications, agricultural pits and ponds, industrial water containment, irrigation ponds, floating covers, mine tailings, and soil stabilization projects. Reinforced polypropylene geomembranes, such as MultiLiner, are designed to meet the stringent values of the industry's NSF-61 standard for water containment purity.

Firestone Specialty Products is a leading manufacturer of quality waterproofing membranes for decorative ponds, environmental containment, canal liners and potable water.

For more information, contact Mark Munley at +1-800-428-4442, e-mail munley-mark@firestonesp.com; or Amy Bluhm or Teresa Dela-grange, Gibbs & Soell Public Relations, at +1-847-519-9150.

GSF opens new facility

GeoSynthetic Fabricators, Inc. (GSF), a leader in the industry for geosynthetic fabrication is pleased to announce the opening of its Asheville, N.C. Facility. With over 20 years of combined experience in this market, our company has the ability to provide the service, technical experience and, more importantly, our vast array of geosynthetic product offerings.

Our unique relationship with our manufacturers and the close proximity to their facilities allow our company to provide the right product at the right time.

Let us help you with your next customized project and geosynthetic need.

For more information, contact Bryce Scales at +1-828-231-5931, e-mail bbscales@bellsouth.net; or Greg Scales at +1-828-231-0514, e-mail gjscales@bellsouth.net.

Wil-Key commended for outstanding performance

Out of 66 contractors, Wil-Key International received a ranking of first place in performance for its work on the Tanjung Bin Power Plant project. The Tanjung Bin project was around 220,000.00 sqm., and Wil-Key's team included one supervisor, five technicians and six general workers.

Wil-Key was named the best performed company for this project based on the follow-

ing areas: meeting overall project objective, site organization; timing, contracts, technical, quality, safety, resources, communication, risks, and procurement.



The first square meter of the 2.00mm GSE geomembrane was laid on Sept. 30, 2005. By Nov. 30, 2005, 201,000 sq.m. were laid, seamed and tested. Of these 60 days, it rained at least 30. Work has slowed down since the end of November 2005 due to interruption around concrete structure areas like cascading drains, pipe penetration and pump sumps.



What is your company's news of the day?

Submit your company's news releases and/or photos for publication to kelly@honnigford.com. Watch for the next IAGI Newsletter to see your news in



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Understanding Liens—your tool to assist in payment collection

by **Morris E. Jett, President Poly-Flex, Inc.**

Collecting payment for invoiced work or material often can be the most difficult and frustrating part of day-to-day operations in this industry. We all have been burned by “bad debt” and a large “bad debt” can threaten our businesses.

Tools to determine the credit arrangements and relative risks are available and should be considered for every order that a company accepts. The better the job done by a company up front – such as evaluating the risks – prior to the placement of the order, the less likely it is that problems will be encountered at collection time.

In addition to the proactive steps one can take prior to the placement of the order, a number of tools and practices are available to assist a company in getting paid for its provision of goods and services. The two most common tools are Liens and Bonds. This article addresses Liens. (Bonds will be addressed in a subsequent article.)

The “lien for labor and material,” or the “mechanic’s lien,” as it is more commonly called, is purely a creature of statute, enacted by the legislatures of the various states to protect the rights of contractors, subcontractors, laborers, materialmen, and suppliers. The mechanic’s lien is a device created under the law designed to allow the person providing labor or materials leverage or security regarding the payments due to them for labor or materials that they have provided. Ultimately, if the steps are properly followed, the materialman will have the right to recover the funds due from the proceeds resulting from the sale of the property affected by the lien. (Although in the discussion that follows certain practices and procedures will be discussed from a very general perspective, because mechanic’s liens are a subject of the laws of the various states and because those laws vary substantially from state to state, it is very important to become familiar with the laws applicable in the particular jurisdiction where

the labor or materials are being provided. Obtaining advice from an attorney who specializes in construction law in the jurisdiction where the labor or materials are being provided is one good way of ensuring that one in a timely fashion makes all of the requisite filings required to perfect the lien.)

diction be known and adhered to. More specifically, the particular requirements for giving notice will vary according to the following general classifications: (1) who must give notice; (2) to whom must notice be given; and (3) by when the notice must be provided.

The notice of intention or,



In order to properly perfect the lien, in nearly all of the 50 states and the District of Columbia, some form of notice must be given to the owner or his/her agent, whether it be in the form of a preconstruction or early-stage development “notice of intention to claim a lien” or in the form of a mid- or post-construction “claim.” The requirement with rare exceptions is strictly construed; in other words, a failure to give the requisite notice will generally result in the loss of ability to perfect the lien. It is, therefore, of utmost importance that the notice requirements of a particular juris-

for lack of a better term, “pre-lien” notice, where required, is ordinarily given by a claimant who is not in privity of contract with the owner, e.g. a subcontractor, materialman, or supplier who has dealt primarily with the prime contractor rather than directly with the owner. Note that in the case of lien law, there can be several “main contractors” (as opposed to subcontractors) on a project and there in turn can be a number of subcontractors or suppliers – the determining criteria being whether or not the party has a direct contractual relationship with the

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Liens, continued from pg. 4.

owner.

Generally, the notice of intention to claim a lien or notice of claim must be given, in the first case, to the owner, and in the second case, to the owner and all third parties who claim an interest in the improved property. In the case of the owner of the property, pre-lien notices are normally required to be provided to the owner at or prior to the beginning of the contribution by the materialman of labor or materials to the improvement on the property.

After the provision of labor and/or materials, most jurisdictions require a "notice of claim." The notice of claim, if required, is normally filed in the state public records office. Most often the claimant must file his/her lien claim within 60 to 120 days either after furnishing the last item of work or following completion of work. Again, the requirements in each state vary and the applicable statute must be consulted.

In most states, even a properly filed lien will at some point cease to exist, unless the claimant initiates a foreclosure action within a designated time period. The periods involved may vary anywhere from 30 days to a number of years and they commence running from diverse points in time.

Assuming the claimant has

properly filed and perfected his lien claim, any recovery he may realize from a foreclosure action is limited under many statutes by restrictions placed on the amount of and extent of property subjected to his/her lien.

The "amount" of the lien, in the case of a contractor who has dealt directly with the owner, is typically the contract price. And in the case of a claimant who has contractual relationship with the owner, i.e. a subcontractor (in some cases), or a supplier or materialman, the amount of the lien normally will be the reasonable value of the labor performed or materials provided.

As a contractor or subcontractor, one issue that you will undoubtedly have to deal with is the issue of whether or not to sign a "lien waiver." Owners, depending on whether they strictly follow the retainage rules and on other issues, can face double jeopardy problems. The owner may find itself in a situation where it has paid the contractor; yet it is facing having to pay liens filed by unpaid subs and suppliers, too (commonly as a result of the failure by the main contractor, based on a variety of reasons, to pay its subs). As a consequence, owners commonly "require" the contractor to deliver to the owner "lien waivers" executed by each of the contractor's subcontractors and suppliers, before the owner will dis-

burse progress payments and/or the final payment on a project.

Lien waivers can come in a number of different forms. The lien waivers most typically demanded by owners, however, fall into three categories: (1) a waiver up to a certain sum of money (usually the amount of payment made); (2) a waiver for all work or material supplied through a stated date; and/or (3) a blanket waiver. All of these forms have specific legal impact – negative in nature from the perspective of the contractor who is being "asked" to sign the waiver. With owners demanding waivers from contractors, it is not surprising that contractors in turn demand waivers from their subcontractors and suppliers. And, because

contractors rarely pay their subs until they get paid themselves, it is common for the subcontractor or supplier to be asked to furnish a lien waiver before the subcontractor or supplier has been paid by the contractor.

Depending on the jurisdiction, there are two conflicting rules that can govern this situation. First, even though a subcontractor or supplier has furnished a waiver, the waiver may be deemed to be ineffective – if the subcontractor or supplier does not actually receive the payment, the theory being that without actual payment, the giving of the waiver by the subcontractor or supplier lacks "consideration" and thus the waiver is deemed to be

Liens, continued pg. 6.

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Liens, continued from pg. 6.

unenforceable. In such a case, the subcontractor or supplier is then free to go ahead and file (and ultimately foreclose on) his lien. However, in other jurisdictions, if the lien waiver from the subcontractor is unambiguous on its face and the owner then pays the contractor relying on the effectiveness of the waiver to preclude any double payments, the owner's reliance can constitute sufficient the legal consideration to support the waiver. In such a case, even if the contractor thereafter fails to pay the subcontractor or supplier for the waived work, the waiver may be held to be enforceable and as such will bar a lien claim by the subcontractor or supplier for the waived work.

Based on the foregoing, there are some general concepts that are important to consider in dealing with demands for lien waivers. First, ideally, a subcontractor or supplier should never automatically accede to the owner's demand for a lien waiver. Instead, a subcontractor or supplier should execute a lien waiver only to the extent either that it is limited to and only covers payment actually received by the subcontractor or supplier or that it is expressly made conditional upon a subsequent receipt of payment by the subcontractor or supplier. Especially if the subcontractor or supplier has cause to worry about payment (for exam-

ple, word around the job-site is that the main contractor is having financial difficulty) the subcontractor or supplier should consider delivering only a conditional waiver, alerting the owner to its concerns and then demanding that either the owner deliver payment by a check jointly made out to the contractor and to the subcontractor or supplier or the parties hold a "closing" at which time all parties will exchange signed documents in return for actual payment.



Assuming that a contractor's or supplier's lien has been obtained through the rendering of services of the providing of materials, has been perfected by complying with the notice and filing requirements particular to the jurisdiction where the goods or services were provided, then the holder of the lien (the contractor, subcontractor or supplier) may, as mentioned above, enforce the lien through a process called a lien foreclosure action. The purpose of the foreclosure action is to cause a judicial sale of the property subject to the lien, to whatever extent allowed by the particular statute, the proceeds of which are then to be used to compensate the lien holder. In most states, the state's statutes will dictate

the time periods within which the lien holder must file his/her lawsuit and, in some cases, proceed to trial of the action. From a legal perspective, in most jurisdictions, the remedy accorded the lien holder in the form of the foreclosure action is cumulative and does not bar him/her from concurrently maintaining an action against the owner for a personal judgment, as well actions against the contractor and the contractor's surety.

The whole area of liens and their enforcement is full of traps for the unwary. These "traps" include the following, any one of which, depending on the particular facts or the jurisdiction, can result in a lien claim being ineffective:

- a failure to provide statutory "pre-lien" notice or providing same after the time limits set by the statute;
- a failure to file claim or filing same after the time limits of the statute;
- a failure to timely commence the action within the statutory period;
- an intentional overstatement of the claim or claims;
- a waiver of a lien, either express or implied;
- providing goods to or services on property that is by statute not subject to liens (e.g. public property used for public purposes of governmental functions);
- a claim for a non-lienable item (e.g. property or materials not incorpo-

rated into improvements);

- a failure to complete the work, the project and/or the contract;
- full payment by the owner to contractor (e.g. in jurisdictions where the statute prevents double recovery from owner by a subcontractor or materialman);
- set-offs or counter-claims against the lien claimant by the owner and/or the contractor;
- a situation where the potential lien holder is too remote and thus unprotected by statute (in some jurisdictions materialmen who assist other materialmen, or suppliers of materialmen are not protected under the mechanics and materialmen laws, although materialmen and suppliers of subcontractors may be);
- in some states owners are allowed to and may have posted a "note of nonliability", thus under the law in that jurisdiction effectively cutting off claims by materialmen or suppliers.

As may be seen from the foregoing, very careful review of the lien statutes in the jurisdiction(s) where one is providing goods and/or service is critical. In almost every case, obtaining competent legal advice in that jurisdiction will allow one either to enhance one's protection or at a minimum to understand the risks one is incurring by doing business in the jurisdiction.

IAGI to present at Solid Waste/Recycling Conference and Trade Show

IAGI will present during a panel discussion at the Solid Waste/Recycling Conference and Trade Show. This event, organized by the Federation of New York Solid Waste Associations (the Federation), will take place May 7-10, 2006 at the Sagamore, Bolton Landing, New York on Lake George.

The panel discussion, "Emerging Concepts for Landfill Construction Quality," will be offered at 10:45 a.m. on Wednesday, May 10, and will include presentations by Robert Phaneuf, PE, NYS DEC, Albany, N.Y.; Robert M. Koerner, Ph.D., PE, Geosynthetic Institute, Folsom, Pa.; and Carl Apicella, IAGI.

This discussion will be useful to landfill owners and operators, construction contractors, geosynthetic material installers, design engineers and regulators alike who are interested in learning more about the importance of quality construction practices. Discussion participants will receive 1.5 professional development hours.

During this session, IAGI Board Member Carl Apicella, American Environmental Group LTD, Richfield, Ohio, will discuss the details of IAGI's two programs designed to raise the level of professionalism and improve the

quality of geosynthetic installations—the Certified Welding Technician program and the Approved Installation Contractor program. His part of the discussion is titled "IAGI Develops Programs to Assist Engineers and Regulators."

IAGI developed the Certified Welding Technician program to test the skills and knowledge of geomembrane welders who install geomembrane barriers as part of landfill liners and final cover systems and wastewater treatment facilities. The voluntary Approved Installation Contractor program sets a minimum level of standards for installation companies to meet to become an Approved Installer.

Apicella will inform engineers and regulators about

the advantages of requiring that the contractors who work on the landfill sites employ Certified Welding Technicians and participate in the Approved Installation Contractor program.

Phaneuf will present on "The Need for Improved Landfill Construction Quality – a Regulatory Response." Dr. Koerner's part of the discussion will focus on the "Geosynthetic Institute's New Certification Program for Landfill CQA Inspectors."

An annual event for the Federation, the Solid Waste/Recycling Conference and Trade Show attracts the largest gathering of public and private sector recycling and solid waste professionals to its technical programs and the trade show will feature 100 ex-

hibitors.

"Our conference strikes a balance," said Russel Rutkowski, conference chair. "The technical program encompasses all aspects of solid waste, the format is conducive to networking with colleagues, and it's all held on an island in New York's beautiful Adirondacks! There's no better way to sharpen your professional skills."

The Conference and Trade Show will be held at The Sagamore, one of New York's premier hotels. It's situated on its own 80-acre island and is listed on the National Register of Historic Places.

For more information on the Federation's Solid Waste/Recycling Conference & Trade Show, visit www.nyfederation.org.

Welders Obtain IAGI Certification



Congratulations to **American Environmental**

Group Ltd.; Advanced Lining Solution Inc.; Clean Air & Water Systems; Seicsa Offices; and S.I.G.S.A. who sponsored Certified Welding Technician testing of their employed welding technicians.

IAGI developed a welder's certification program so installers could define standards of proficiency, recognize the knowledge,

experience and skills of installers, and reward those who qualify with industry recognition.

Engineers benefit from IAGI's Certified Welding Technicians (CWT) program because it verifies that the welders on their job have experience in welding. Additionally, they can specify that the polyethylene geomembrane welders are certified for the type of welding they will perform. The CWT program certifies welders for both extrusion and fusion welding methods.

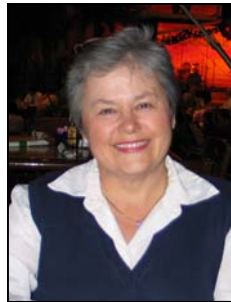
For further information, contact Laurie Honnigford, Managing Director, IAGI at +1-651-554-1895 or e-mail iagi@iagi.org.

Congratulations to the 2006-2007 IAGI Board of Directors



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First row: President, Dennis O'Brien; First Vice President, Carl Apicella; Second Vice President, Brian McKeown; and Treasurer, "Demo" Dave McLaury. Second row Directing Members: Anne Steacy, John Heap, David Leggett, Todd Harman.

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