

## **AGREEMENT FOR LANDFILL GAS WELLFIELD EXPANSION**

**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and SCS Field Services (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 – WORK AND PROJECT**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Labor, Equipment, Materials and installation of a landfill gas wellfield expansion consisting of 10 Vertical Wells and associated vacuum lateral, air and force main piping at the Indian River County Landfill, located at 1325 74<sup>th</sup> Ave SW, Vero Beach, FL 32968, in accordance with the attached proposal.**

### **ARTICLE 2 – TERM**

The term of the agreement shall be three months. Receipt of a fully executed copy of this agreement by electronic means shall serve as notice to proceed. The Work will be completed and ready for final payment on or before the 90<sup>th</sup> day after the Contract Times commence to run.

### **ARTICLE 3 - CONTRACT PRICE**

- 3.01 OWNER shall pay CONTRACTOR at milestones established in Exhibit 1, with sufficient evidence that materials have been ordered and work is progressing.
- 3.02 Any modification to Contract Price will be mutually agreed to in writing using the Change Order form.

### **ARTICLE 4 - PAYMENT PROCEDURES**

#### 4.01 *Progress Payments.*

The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved Contractor's Application for Payment as recommended by SWDD Managing Director or Designee in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

#### 4.02 *Pay Requests.*

- A. Each request for a progress payment shall contain the CONTRACTOR'S certification as well as order confirmations provided for materials ordered.

#### 4.03 *Acceptance of Final Payment as Release.*

- A. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not

release the CONTRACTOR or its sureties from any obligations under this Agreement or the Public Construction Bond.

#### **ARTICLE 5 - INDEMNIFICATION**

5.01 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

#### **ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

6.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- E. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- F. CONTRACTOR will provide OWNER notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR may discover in the Contract Documents.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- H. Contractor is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- I. Contractor will comply with all the requirements as imposed by the Americans with Disabilities Act of 1990 ("ADA"), the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

- J. Contractor will in disclose any potential delays to the Work, as soon as Contractor becomes aware. Contractor, Engineer, and Owner will determine appropriate measures, which may include changes to Contract Times and/or Cost, which will be reflected as a Change Order or Written Amendment to the Agreement.

## **ARTICLE 7 - CONTRACT DOCUMENTS**

### *7.01 Contents*

- A. The Contract Documents consist of the following:

1. This Agreement;
2. Public Construction Bond;
3. Certificate(s) of Liability Insurance;
4. CONTRACTOR'S Proposal dated June 21, 2024, with Subject "Proposal to Install Landfill Gas Flare Station Equipment and Process Piping Revision One";
5. Drawings and Specifications Prepared by Biogas Engineering, bearing the general title "Landfill Gas Blower Skid & Flare Replacement, and numbered or identified as follows: G445A-D, inclusive; C445A-I, inclusive; S445A-F, inclusive; P445A-L, inclusive; M445A-Z, and M445AA-AM, inclusive; 63 Piping Isometric Plan Sheets; E-445B-K, inclusive; and, J445A-B, inclusive.
6. Indian River County Site Plan Approval
7. Florida Department of Environmental Protection Air Permit
8. Contractor's Application for Payment
9. Contractor's Final Certification of the Work
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a) Written Amendments
  - b) Change Orders

- B. In the event of conflict between Contract Documents, the order of prevalence shall be:

1. This Agreement and any Written Amendments and Change Orders thereto
2. Drawings and Specifications Prepared by Biogas Engineering
3. CONTRACTOR'S Proposal Dated June 21, 2024

## **ARTICLE 8 - MISCELLANEOUS**

### *8.01 Terms*

- A. SWDD Managing Director or Designee shall refer to OWNER's Employees.

### *8.02 Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys 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.

8.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, 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.

8.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

8.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - (1) Keep and maintain public records required by the County to perform the service.
  - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**[publicrecords@indianriver.gov](mailto:publicrecords@indianriver.gov)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**Article 9: TERMINATION OF CONTRACT**

A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:

- (1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
- (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
- (3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
- (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
- (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.

C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.

D. The CONTRACTOR shall be liable for:

- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and

- (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
- (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.

E. TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

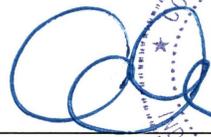
OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on November 5, 2024.

**OWNER:**

INDIAN RIVER COUNTY

By:   

Susan Adams, Chairman  
By:   
John A. Titkanich, Jr., County Administrator

**CONTRACTOR:**

STEARNS, CONRAD AND SCHMIDT,  
CONSULTING ENGINEERS, INC. DBA SCS  
FIELD SERVICES

By:    
Peter J. Carnico, Senior Vice President  
(CORPORATE SEAL)  
Attest   
Laury J. Blakley, Assistant Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:   
Christopher Hicks,  
Assistant County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest:   
Deputy Clerk

(SEAL)

Designated Representative:  
Himanshu H. Mehta, PE, Managing Director  
1325 74<sup>th</sup> Ave SW, Vero Beach, FL 32968  
772-226-3211  
hmehta@indianriver.gov

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:  
Brian Basconi, Project Manager  
1800 Pembroke Dr., Suite 300  
Orlando, FL 32810  
401-486-4897  
bbasconi@scsengineers.com

CERTIFICATE

I, Laury J. Blakley, certify that I am the Assistant Secretary of Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS) that Peter J. Carrico, is a Senior Vice President of Stearns, Conrad and Schmidt, Consulting Engineers, Inc. and that, as such, he is authorized by the Board of Directors to enter into contracts for services up to \$12,000,000. Said authority was given by resolution of the Board of Directors of SCS Engineers at a meeting held on November 9, 2024, which resolution remains in full force and effect.



A handwritten signature in blue ink, appearing to read "Laury J. Blakley". The signature is written over a horizontal line and is quite stylized and scribbled.

Laury J. Blakley  
Assistant Secretary  
Stearns, Conrad and Schmidt,  
Consulting Engineers, Inc.  
November 22, 2024

October 18, 2024

Himanshu Mehta  
Managing Director  
Indian River County – Solid Waste Disposal District  
1325 74<sup>th</sup> Avenue SW  
Vero Beach, FL 32968

Subject: Proposal to Install Vertical Wells and HDPE Vacuum, Air and Forcemain Piping  
Indian River Landfill, Vero Beach, Florida

Dear Mr. Mehta:

SCS Field Services (SCS-FS) is pleased to provide this proposal to you for the subject work based on discussions between SCS-FS and Indian River County (County). SCS-FS is prepared to schedule the work following approval by the County. A summary of the scope of work and cost is outlined below.

## BACKGROUND

In September 2024, SCS-FS abandoned eight vertical wells, along with the vacuum lateral piping, air piping, and forcemain piping, due to a sliver fill on the north slope of Cells 1 and 2 in Segment 3 of the landfill. At the County's request, once the sliver fill is completed by operations, SCS-FS will install eight new vertical wells on the north slope of Cells 1 and 2. New vacuum lateral piping, air piping, and forcemain piping will also be installed for each of these wells. Additionally, vacuum lateral piping will be connected to the seven side slope collectors that were left in place. To account for the 20-30 feet of additional waste placed in Cell 2, two new vertical wells will be installed to replace wells EW-179 and EW-177.

## SCOPE OF WORK

### Task One: Vertical Well Installation

SCS-FS will provide labor equipment and materials to install new vertical wells based on the following scope of work description:

- One mobilization and demobilization of Recovery Drilling Services
- Drilling 1,015 vertical feet to install seven replacement wells: EW-41, EW-56R, EW-69, EW-70, EW-72R, EW-177, EW-179, and three new vertical wells: EW-2401, EW-2402 and EW-2403 based on *Figure 1*. SCS-FS does not recommend installing replacement wells EW-68, EW-71 and EW-74 at this time due to shallow waste depths. The well schedule is presented in *Table 1*.
- Installation of 816 feet of 8-inch schedule 80 perforated PVC pipe. Perforated pipe will be backfilled with #4 non calcareous stone. A geocomposite ring and bentonite seal will be installed on top of the stone.
- Installation of 250 feet of 8-inch schedule 80 solid PVC pipe. Solid pipe will consist of 20 feet below grade and 5 feet above grade. Below grade pipe will be backfilled with clean fill material.



- Each new well will be equipped with an 8-inch dual extraction QED well cap. Wellheads that were removed from abandoned wells will be installed on the seven replacement wells and three new vertical wells.
- Three new QED AP-4 plus pumps, fittings, and hardware will be installed in the three new vertical wells. Existing pumps that were removed from the abandoned wells will be installed in the seven replacement wells.
- Vertical well spoils will be transported to the active work face by SCS-FS.

#### Task Two: HDPE Vacuum Lateral, Air and Forcemain Piping Installation

SCS-FS will provide labor equipment and materials to install new HDPE vacuum lateral (SDR-17), air (SDR-9) and forcemain (SDR-11) piping based on the following scope of work description:

- Install 280 feet of 6-inch vacuum lateral, 2-inch air and 3-inch forcemain piping from well EW-39 to replacement well EW-56R and tie into the existing piping at EW-55.
- Install 360 feet of 6-inch vacuum lateral, 2-inch air and 3-inch force main piping from well EW-40 to well EW-42.
- Install the 18-inch valve that was removed at location ZV-21. Install 560 feet of 18-inch vacuum lateral, 2-inch air and 3-inch force main piping from ZV-21 to the tie in location at SC-5. Vacuum, air and forcemain risers will be installed at replacement wells EW-69, EW-70 and side slope collectors SC-3 and SC-4.
- Install the 24-inch valve that was removed at location ZV-20. Install 160 feet of 24-inch vacuum lateral, 2-inch air and 3-inch forcemain piping from valve ZV-20 to downslope of SC-1. The 24-inch vacuum lateral will terminate with a blind flange for future lateral piping. A 24-inch by 8-inch tee will be installed prior to the blind flange.
- Install 880 feet of 8-inch vacuum lateral, 2-inch air, and 3-inch forcemain piping to side slope collectors SC-1, SC-2, replacement well EW-72 and new wells EW-2401, EW-2402 and EW-2403.
- Clean fill will be backfilled around all piping. Trench spoils that cannot be backfilled will be transported to the active working face by SCS-FS.

#### ASSUMPTIONS

The scope of work is based on the following assumptions:

- At a minimum, SCS-FS will have site access and permission to work Monday through Saturday from 7:00 AM to 7:00 PM.
- The scope of work is based on one drill rig mobilization and demobilization. If additional mobilizations are needed there will be an additional cost based on the fee schedule.
- Scope of work does not include new include new wellheads. Additional wellheads will be charged based on the fee schedule.
- Piping installation quantities are approximate and may vary.
- The work area will be accessible and free of obstructions or other work activities performed by others that could delay the installation process.
- SCS-FS may limit or restrict access to any and all traffic adjacent to the work area as needed.
- Any additional drug testing or personnel background requirements to work for this project – those costs need to be passed through. Also, consider the time it takes to perform these checks/tests.
- Additional change orders may be needed if changes to the scope of work are made after the date of this proposal or if costs due to unforeseen circumstances.
- Payment terms to SCS-FS will be NET 30 or less.

## COMPENSATION

SCS-FS can perform the services described in the scope of work based on the following cost table:

Description	Unit Rate	Qty.	Sub-Total
Task One: Vertical Well Installation			
Drill Rig Mobilization and Demobilization	\$10,350	1 ea.	\$10,350
Vertical Well Installation per Foot (all inclusive)	\$200/FT.	1015	\$203,000
Task One Sub-Total:			\$213,350
Task Two: HDPE Vacuum Lateral, Air and Forcemain Piping Installation			
HDPE Vacuum Lateral, Air and Forcemain Piping	\$252,000	Lump Sum	\$252,000
QED AP-4 Plus Pumps	\$6,900	3 ea.	\$20,700
QED 2-inch Orifice Plate Style Wellheads	\$805	0 ea.	\$0
Task Two Sub-Total:			\$272,700
<b>Total Cost:</b>			<b>\$486,050</b>

## CLOSING

SCS-FS appreciates the opportunity to provide our proposal to Indian River County. If you have any questions or require any additional information, please contact Brian Basconi at 401-486-4897.

Sincerely,



Brian Basconi  
Project Manager  
SCS Field Services

BB/GAC



Garold (Tony) A. Cartee  
Regional Manager / Vice President  
SCS Field Services



Table 1. Indian River Landfill Segment Three, Cells One and Two Well Installation Schedule

New and Replacement Wells to Install								
Gas Well ID	Northing	Easting	Final Cover Elevation	Approx. Bottom Liner Elevation	Waste Depth	Drill Depth (15 FT Offset from Bottom)	Solid Pipe (5 FT Riser)	Perforated Pipe
EW-41	1179851.06	821905.67	170.383	30	140.383	125.383	25	105.383
EW-56R	1179789.36	821729.72	176.825	30	146.825	131.825	25	111.825
EW-69	1179981.05	822085.52	131.839	30	101.839	86.839	25	66.839
EW-70	1179861.69	822069.84	169.891	30	139.891	124.891	25	104.891
EW-177	1179549.94	822229.24	112.526	36	76.526	61.526	25	41.526
EW-179	1179349.75	822282.54	127.998	36	91.998	76.998	25	56.998
EW-72R	1179965.436	822293.181	139.92	29.76	110.16	95.16	25	75.16
EW-2401	1179820.084	822218.516	188.79	32.36	156.43	141.43	25	121.43
EW-2402	1179827.421	822368.441	151.23	31.1	120.13	105.13	25	85.13
EW-2403	1179829.273	822516.923	114.09	32.69	81.4	66.4	25	46.4
					<b>Total:</b>	<b>1015.582</b>	<b>250</b>	<b>815.582</b>

Replacement Wells Not to be Installed								
EW-68	1180117.65	822141.69	90.749	30	60.749	45.749	25	25.749
EW-71	1180169.91	822264.58	73.396	30	43.396	28.396	25	8.396
EW-74	1180158.71	822391.9	72.757	30	42.757	27.757	25	7.757

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**Exhibit 1– CONTRACTOR’s PROPOSAL**

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## **Contract Forms**

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# Contractor's Application for Payment

Application for Payment No. \_\_\_\_\_.

For Work Accomplished through the period of \_\_\_\_\_ through \_\_\_\_\_.

To: Indian River County (OWNER)  
 From: SCS Field Services (CONTRACTOR)

**1) Attach detailed schedule and copies of all paid invoices.**

1.	Original Contract Price:	\$ _____
2.	Net change by Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	5% of completed Work:	
	_____ % of retainage:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
<b>8.</b>	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	<b>\$ _____</b>

**CONTRACTOR'S CERTIFICATION:**

**UNDER PENALTY OF PERJURY**, the undersigned CONTRACTOR certifies that (1) the labor and materials listed on this request for payment have been used in the construction of this Work; (2) payment received from the last pay request has been used to make payments to all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, below; (3) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (5) If this Periodic Estimate is for a Final Payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by Chapter 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against the OWNER.

Attached to or submitted with this form are:

1. Signed release of lien forms (partial or final as applicable) from all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, together with an explanation as to why any release of lien form is not included;
2. Order forms for materials to be used for the project.

Dated \_\_\_\_\_

By: \_\_\_\_\_  
(CONTRACTOR – must be signed by  
an Officer of the Corporation)

\_\_\_\_\_  
Print Name and Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_  
(name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced  
\_\_\_\_\_ as identification.

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**SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:**

The Surety, \_\_\_\_\_

\_\_\_\_\_ a corporation, in accordance with Public Construction Bond Number \_\_\_\_\_, hereby consents to payment by the OWNER to the CONTRACTOR, for the amounts specified in this CONTRACTOR's APPLICATION FOR PAYMENT.

**TO BE EXECUTED BY CORPORATE SURETY:**

Attest: \_\_\_\_\_  
Secretary Corporate Surety

Business Address: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Affix Corporate SEAL)

STATE OF  
COUNTY OF

Before me, a Notary Public, duly commissioned, qualified, and acting, appeared \_\_\_\_\_, who being by me first duly sworn upon oath, says that he/she is the \_\_\_\_\_ for \_\_\_\_\_ and that he/she has been authorized by \_\_\_\_\_ to approve payment by the OWNER to the CONTRACTOR of the foregoing Contractor's Application for Payment.

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced \_\_\_\_\_ as identification.

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**CERTIFICATION OF ENGINEER:**

I have checked the Contractor's Application for Partial. To the best of my knowledge, this statement of work performed and/or materials supplied and/or ordered appears to be reasonably accurate, that the Contractor appears to be observing the requirements of the Contract with respect to construction, and that the Contractor should be paid the amount requested above, unless otherwise noted by me. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.

Dated \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

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# Contractor's Final Certification of the Work

(TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

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PROJECT NAME: Error! Reference source not found.

Personally before me the undersigned officer, authorized by the laws of said state to administer oaths, comes \_\_\_\_\_, who on oath says: That he is the CONTRACTOR with whom Indian River County, Florida, a political subdivision of said state, did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract for the performance of certain work, more particularly described as follows:

**Fabrication, delivery, and installation of landfill gas blower skid and piping at the Indian River County Landfill, located at 1325 74<sup>th</sup> Ave SW, Vero Beach, FL 32968, in accordance with the plans and specifications developed by Biogas Engineering.**

UNDER PENALTY OF PERJURY, affiant further says that said construction has been completed and the Contract therefore fully performed and final payment is now due and that all liens of all firms and individuals contracting directly with or directly employed by such CONTRACTOR have been paid in full EXCEPT:

Name	Description/Amount
_____	_____
_____	_____

who have not been paid and who are due the amount set forth.

Affiant further says that:

1. CONTRACTOR has reviewed the Contract Documents.
2. CONTRACTOR has reviewed the Work for compliance with the Contract Documents.
3. CONTRACTOR has completed the Work in accordance with the Contract Documents.
4. All equipment and systems have been tested in the presence of the ENGINEER or his representative and are fully operational with no defects or deficiencies except as listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The Work is complete and ready for final acceptance by the OWNER.
6. CONTRACTOR hereby certifies that it has no claims against the OWNER.

(Corporate Seal)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced  
\_\_\_\_\_ as identification.

# Change Order Form

No. \_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

OWNER: Indian River County  
 CONTRACTOR SCS Field Services  
 Project: Landfill Gas Wellfield Expansion Project

The following changes are made to the Contract Documents:  
 Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	
Description	Amount
Original Contract Price	\$ _____
Net Increase (Decrease) from previous Change Orders No. _____ to _____:	\$ _____
Contract Price prior to this Change Order:	\$ _____
Net increase (decrease) of this Change Order:	\$ _____
Contract Price with all approved Change Orders:	\$ _____

CHANGE IN CONTRACT TIMES	
Description	Time
Original Contract Time:	(days or dates) _____
Substantial Completion:	_____
Final Completion:	_____
Net change from previous Change Orders No. _____ to _____:	(days) _____
Substantial Completion:	_____
Final Completion:	_____
Contract Time prior to this Change Order:	(days or dates) _____
Substantial Completion:	_____
Final Completion:	_____
Net increase (decrease) this Change Order:	(days or dates) _____
Substantial Completion:	_____
Final Completion:	_____
Contract Time with all approved Change Orders:	(days or dates) _____
Substantial Completion:	_____
Final Completion:	_____

<b>ACCEPTED:</b>
By:
CONTRACTOR (Signature)
Date:

<b>RECOMMENDED:</b>
By:
ENGINEER (Signature)
Date:

<b>APPROVED:</b>
By:
OWNER (Signature)
Date: