

## **AGREEMENT FOR LANDFILL GAS FLARE STATION**

**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:

**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.**

### **ARTICLE 2 – TERM**

The term of the agreement shall be one year. 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 190<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 ENGINEER 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
- 7. Contractor’s Application for Payment
- 8. Contractor’s Final Certification of the Work
- 9. 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. ENGINEER shall refer to OWNER’s Consultant, Biogas Engineering.

### *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 July 2, 2024.

**OWNER:**

**CONTRACTOR:**

INDIAN RIVER COUNTY

\_\_\_\_\_

By:

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

\_\_\_\_\_  
Susan Adams, Chairman

(Contractor)

By:

(CORPORATE SEAL)

\_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

Attest \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

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

William K. DeBaal, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest:

\_\_\_\_\_  
Deputy Clerk

(SEAL)

Designated Representative:  
Ron T. Jones, Assistant Managing Director  
1325 74<sup>th</sup> Ave SW, Vero Beach, FL 32968  
772-226-3412  
rjones@indianriver.gov

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

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**Exhibit 1– CONTRACTOR’s PROPOSAL**

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## **Contract Forms**

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## **Public Construction Bond**

### **INSTRUCTION FOR PUBLIC CONSTRUCTION BOND**

The front or cover page to the required public construction payment and performance bond shall contain the information required by Fla. Stat. 255.05(1)(a), and be substantially in the format shown on the first page following this instruction.

The Public Construction Bond shall be in the form suggested by Fla. Stat. 255.05(3) as shown on the second page following this instruction.

A Power of Attorney from a surety insurer authorized to do business in Florida, authorizing the signature of the Attorney in Fact who executes the Public Construction Bond shall accompany that Bond.

**Public Work  
F.S. Chapter 255.05 (1)(a)  
Cover Page**

**THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.**

BOND NO: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CONTRACTOR PHONE NO: \_\_\_\_\_

SURETY COMPANY NAME: \_\_\_\_\_

SURETY PRINCIPAL  
BUSINESS ADDRESS: \_\_\_\_\_

SURETY PHONE NO: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

OWNER PHONE NO: \_\_\_\_\_

OBLIGEE NAME: \_\_\_\_\_  
**(If contracting entity is different from  
the owner, the contracting public entity)**

OBLIGEE ADDRESS: \_\_\_\_\_

OBLIGEE PHONE NO: \_\_\_\_\_

BOND AMOUNT: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
**(If applicable)**

DESCRIPTION OF WORK: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_  
**(If applicable)**

**FRONT PAGE**

**All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.**

PUBLIC CONSTRUCTION BOND

Bond No. \_\_\_\_\_  
(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section [255.05\(1\)](#), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section [255.05\(2\)](#), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_,

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(As Attorney in Fact)

\_\_\_\_\_  
(Name of Surety)

# 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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[The remainder of this page was left blank intentionally]

**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.

\*\*\*\*\*  
[The remainder of this page was left blank intentionally]

**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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[The Remainder of This Page Was Left Blank Intentionally]



**ATTACHMENT A**

- 1. List of all subcontractors, laborers, materialmen and suppliers who have not been paid from the payment received from the last Pay Request and the reason why they were not paid (attach additional pages as necessary):**

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- 2. List of all subcontractors, laborers, materialmen and suppliers for which a signed release of lien form (partial or final as applicable) is not included with this Pay Request, together with an explanation as to why the release of lien form is not included (attach additional pages as necessary):**

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# Contractor's Final Certification of the Work

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(TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

PROJECT NAME: **Landfill Improvements**

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.

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# Change Order Form

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

No. \_\_\_\_\_

OWNER: Indian River County  
 CONTRACTOR SCS Field Services  
 Project: Landfill Gas Flare Station

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

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

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

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