

**CONSTRUCTION SERVICES AGREEMENT FOR OSCEOLA ROAD
LANDFILL 2025 STAGE 1 PHASE III AREA GAS
COLLECTION AND CONTROL SYSTEM (GCCS)
(CC-6517-25/HSM)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **Integrity Environmental Solutions, LLC**, duly authorized to conduct business in the State of Florida, whose address is 1127 Curtis Street Suite 100, Monroe, NC 28112 in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

COUNTY and CONTRACTOR, in consideration of the mutual covenants set forth in this Agreement, agree as follows:

Section 1. Work. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents, including the Scope of Services, attached to this Agreement as Exhibit A, and the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. The work is generally described as the Osceola Road Landfill 2025 Stage 1 Phase III Area Gas Collection and Control System (GCCS) Project.

Section 2. Engineer.

(a) The Engineer of Record (“ENGINEER”) as named in the Contract Documents is Stearns, Conrad and Schmidt Consulting (SCS) Engineers, Inc. whose address is 3922 Coconut Palm Drive, Suite 102 Tampa, FL 33619.

(b) COUNTY’s contracted consultant for construction, engineering, and inspection (“CEI”) services as named in the Contract Documents is Stearns, Conrad and Schmidt Consulting (SCS) Engineers, Inc., whose address is 3922 Coconut Palm Drive, Suite 102 Tampa, FL 33619.

Section 3. Contract Time.

(a) All provisions regarding contract time are essential to the performance of this Agreement.

(b) The work must be substantially completed as described in subsection 14.13 of the General Conditions within one-hundred and fifty (150) calendar days after the date when the contract time begins to run as provided in subsection 2.2 of the General Conditions. The work must be finally completed and ready for final payment in accordance with subsection 14.9 of the General Conditions within thirty (30) calendar days after the actual date of substantial completion.

(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 for 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. CONTRACTOR shall depict these thirty (30) days as float time not impacting controlling work items on CONTRACTOR's critical path scheduling. No contract time extensions will 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 bid (original contract price).

CONTRACTOR's total compensation is ONE MILLION NINETY-NINE EIGHT HUNDRED AND NO/100 DOLLARS (\$1,099,800.00) dollars, subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR shall accept the contract price as full compensation: for performance of all work and providing all materials 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 has studied, considered, and included in its 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; and (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 its 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 its total bid (original contract price) considered and included all of its costs relating to the responsibilities to coordinate and sequence the work of CONTRACTOR with the work of COUNTY, 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 for 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 and 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 that subsection.

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 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 will be released to CONTRACTOR in the next progress payment following 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 itself with the nature and extent of the Contract Documents, work, locality, weather, utility locations, all local conditions, Chapter 220, Part 1, Purchasing Code, Seminole County Code, and federal, state, and local laws, 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. CONTRACTOR does not and will not require any additional examinations, investigations, tests, reports, or similar data 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 provided COUNTY written notice of all conflicts, errors, or discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.

(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 will not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR's resident Superintendent at the work site will be Vince Coleman. CONTRACTOR shall use only this person as Superintendent, unless otherwise approved by COUNTY's Project Manager after following the procedure indicated in the General Conditions.

(i) 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 will 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.

(j) CONTRACTOR acknowledges that the performance of the work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR shall 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 respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall report the citizen, the street address, and a summary of the complaint and any action taken in response. Responses and action taken by CONTRACTOR must 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.

(k) 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 constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:

- (1) This Agreement and its Exhibits.
- (2) Any Addenda to COUNTY's Solicitation Package.
- (3) COUNTY's Solicitation Package, including the General Conditions.
- (4) Drawings and Plans.
- (5) Technical Specifications.

(b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:

(1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.

(2) Performance Bond.

(3) Payment Bond.

(4) Contractor's Certificate of Insurance and Insurance Policies.

(5) Notice to Proceed.

(6) Certificate of Substantial Completion.

(7) Contractor's Waiver of Lien (Partial).

(8) Contractor's Waiver of Lien (Final and Complete).

(9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).

(10) Certificate of Final Completion.

(11) Contractor's Release.

(12) Consent of Surety to Final Payment.

(13) Material and Workmanship Bond.

(c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

Section 9. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY 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 of time allowed in accordance with Section

12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of two hundred and fifty and 00/100 Dollars (\$250.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified in this Agreement, 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 will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

Section 10. Definitions, Assignment and Binding Effect.

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

(b) No assignments by a party of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to

be bound and any such assignment without such written consent will 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). 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, 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. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of

copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 13. Notices. Whenever either party desires to give notice to 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 will 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:

For COUNTY:

Seminole County Environment Services
Solid Waste Division
1950 SR 419
Longwood, FL 32750

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

Copy to ENGINEER:

Stearns, Conrad and Schmidt Consulting (SCS) Engineers, Inc.
3922 Coconut Palm Drive, Suite 102

Tampa, FL 33619

For CONTRACTOR:

Stearns, Conrad and Schmidt Consulting (SCS) Engineers, Inc.
3922 Coconut Palm Drive, Suite 102
Tampa, FL 33619

Section 14. Conflict of Interest.

(a) CONTRACTOR shall 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 Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR 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%), either directly or indirectly in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 15. 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 will be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by COUNTY, COUNTY will 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 COUNTY, then the material breach will entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches will not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 16. Indemnification of COUNTY. CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, 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 CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

Section 17. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services or provide the materials required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, “Prompt Payment Procedures,” Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, “Contract Claims,” Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 20. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 21. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 22. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers'

compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 23. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 24. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 25. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 28. Additional Requirements. CONTRACTOR shall comply with the Bid Form attached to this Agreement as Exhibit B, the Trench Safety Act document attached to this Agreement as Exhibit C, and the American with Disabilities Act Affidavit attached to this

Agreement as Exhibit D. CONTRACTOR shall use the Construction Forms attached to this Agreement as Exhibit E during the course of this Agreement as appropriate.

Section 29. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit F, to COUNTY.

IN WITNESS WHEREOF, the parties 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:

Witness

Signature

Witness

Signature

By: _____
Seth Nunes, Manager

Date: _____

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County

Approved as to form and
legal sufficiency.

County Attorney

By: _____

Date: _____

Attachments:

Exhibit A – Scope of Services

Exhibit B – Bid Form

Exhibit C – Trench Safety Act

Exhibit D – American with Disabilities Act Affidavit

Exhibit E – Construction Forms

Exhibit F – Affidavit of E-Verify Requirements Compliance

**SECTION 01 10 00
SUMMARY OF WORK**

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK for this CONTRACT consists of the expansion of the existing landfill gas collection and control system (GCCS) in Phase III Area at the Osceola Road Landfill (LANDFILL) located in Seminole County (COUNTY) referred to as the 2025 Stage I Phase III Area GCCS Expansion (PROJECT). The WORK to be performed by the CONTRACTOR consists of, but is not limited to, furnishing all labor, materials, equipment, tools, transportation, incidentals and operations, and performing all WORK necessary to complete the PROJECT in accordance with the CONTRACT DRAWINGS and SPECIFICATIONS.
- B. The WORK for the PROJECT includes, but is not limited to,
1. Construction staking/system layout/surveying prior to construction.
 2. Installing below grade HDPE LFG lateral pipe. Pipe appurtenances also to be installed include, but are not limited to, fittings, isolation valves, connections, liquid conveyance cleanouts, and monitoring ports.
 3. Installing below grade HDPE air supply lines, liquid conveyance lines, airline isolation and blowoff valves, and liquid conveyance isolation valves.
 4. Tie-ins to existing system. Tie-ins include, but are not limited to, laterals, air supply lines, liquid conveyance lines, and HDPE manholes.
 5. Gas well installation, redrills, and abandonments in Phases II and III as shown in the drawings.
 6. Relocating and installing gas wellheads, including fittings, valves, tubing, hoses, clamps, valves, regulators and filters, and related appurtenances.
 7. Contractor is responsible for procurement and cost of clean soil backfill.
 8. Grading and restoring site conditions for seeding and sodding to be installed in the future
 9. Installing air supply line and liquid conveyance line stub-ups and fittings at wells to receive dewatering pumps in the future.
 10. Repairing access road in areas impacted by construction activities.
 11. Conformance surveying.
 12. Providing as-built documentation (record drawings).

1.02 WORK BY OTHERS

- A. WORK may be conducted at the PROJECT site by other contractors during the performance of the WORK under this CONTRACT. The CONTRACTOR shall conduct its operations to minimize interference of other contractors and shall cooperate fully with such contractors and the PROJECT representatives to provide continued safe access to perform their respective contracts and normal landfill operations.

1.03 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for work, storage, and access to allow work by other contractors, COUNTY occupancy, and normal landfill operations.
- B. Work Days: Allowable work times shall be Monday through Saturday from 7:30 a.m. to 5:30 p.m., excluding Sundays and County observed Holidays. CONTRACTOR shall request in writing to the COUNTY 48 hours notice prior to Sunday or County observed Holiday work, and work shall be limited to 8 hours maximum on such days, if approved by the COUNTY. Hours outside the work times prescribed above shall be permitted only as described in the General Conditions.
- C. Access: No later than 5 days after notice to proceed, the CONTRACTOR shall arrange with the COUNTY a sequence of procedures, means of access, space for storage of materials and equipment, and use of approaches and roadways. CONTRACTOR's use of the premises shall be confined to the areas approved by the COUNTY.
- D. Smoking: Smoking is prohibited at the Landfill.
- E. CONTRACTOR shall not dispose any refuse on site without approval of the COUNTY and in accordance with Section 02 41 16, Refuse Handling, Storage, and Disposal.
- F. CONTRACTOR shall coordinate with the COUNTY for available area to locate CONTRACTOR's trailer. Non-potable water, septic tank, and electrical services are already available. If using the electrical service, the CONTRACTOR is responsible for coordinating with the electric company for any connections and pay for electrical services at no additional cost to the COUNTY. Refer to Section 01 50 10, Temporary Utilities.

1.04 WORK HOURS

- A. Regular working hours are defined as up to 10 hours per day, Monday through Saturday, beginning no earlier than 7:30 a.m. and ending no later than 5:30 p.m., excluding Sundays and Client observed Holidays.

EXHIBIT A

- B. Construction Quality Assurance (CQA) shall be the responsibility of the COUNTY and CQA Consultant who will act as the Client's representative. The CQA Consultant is a party independent of the Contractor and is responsible for field-testing, observing, and documenting activities related to the construction and/or permit documents and the CQA Plan. The CQA Consultant will provide a full-time Construction Quality Assurance Representative (CQAR) who will observe construction activities.
- C. Periodic unscheduled WORK hours on weekdays will be permitted provided that 48 hours notice is provided to the COUNTY. Maintenance and cleanup may be performed during hours other than regular working hours.
- D. At the COUNTY'S option, unscheduled WORK costs may either be deducted from the CONTRACTOR'S monthly payment request or deducted from the CONTRACTOR'S retainage prior to release of final payment.

1.05 COUNTY OCCUPANCY AND LANDFILL OPERATIONS

- A. The CONTRACTOR shall cooperate with the COUNTY during construction operations to minimize conflicts with COUNTY work and facilitate COUNTY usage. The CONTRACTOR shall perform the WORK so as not to interfere with the COUNTY'S operations, maintenance, environmental monitoring, and other COUNTY activities at the site.

1.06 SITE CONDITIONS

- A. Existing Grades: The existing grades may vary from those indicated on the Plans due to landfill settlement and ongoing filling operations.
- B. Existing Features: The Contract Documents require the Contractor to field verify the location of existing features. Existing features include but may not be limited to the following: stormwater drainage structures and underground pipes, stormwater terraces and swales, leachate collection system cleanouts, sumps, pump stations, electrical panels, forcemain, utilities, roads, guardrails, drainage culverts, monitoring wells and piezometers, fences, and buildings.
- C. Preconstruction Survey - The Contract Documents require the Contractor to prepare a preconstruction survey prior to beginning work. Refer to Section 015000 Site Conditions Surveys for requirements.

1.07 REFERENCE STANDARDS

- A. Reference to the standards of any technical society, organization, or association or to codes of local or state authorities shall mean the latest effective standard, code, specification, or standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

EXHIBIT A

1.08 ERRORS AND/OR OMISSIONS IN PLANS AND SPECIFICATIONS

- A. The intent of the Specifications is to outline or indicate the items of work, or both, which cannot be readily shown on the Drawings and, further to indicate the types and qualities of materials. Drawings and specifications shall be considered as being complimentary and items or work mentioned or indicated in one and not in the other shall be included as if mentioned in both.
- B. Should Drawings disagree in themselves or with the Specifications the better quality or greater quantity of work or materials shall be estimated upon and shall be provided.

PART 2 – PRODUCTS

This Section is Not Applicable

PART 3 – EXECUTION

This Section is Not Applicable

END OF SECTION

EXHIBIT B

A. I, as an officer or representative of a nongovernmental entity, attest under penalty of perjury that my company or organization does not use coercion for labor or services.

B. The term “coercion” as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.

C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

I declare that I have read the foregoing Affidavit of Non-Coercion for Labor and Services and that the facts stated in it are true to the best of my knowledge and belief.

Confirmed

| PRICE TABLES | | | | | |
|--------------|--|----------|-----------------|-------------|--------------|
| BID FORM | | | | | |
| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| 1 | Mobilization/Demobilization (Maximum of 5% of Total Bid Price) | 1 | LS | \$54,500.00 | \$54,500.00 |
| 2 | Project Survey (Maximum of 2% Total Bid Price) | 1 | LS | \$21,500.00 | \$21,500.00 |
| 3 | Drilling Rig Platform | 18 | EA | \$900.00 | \$16,200.00 |
| 4 | 36-inch Diameter Bore with 8-inch Diameter HDPE SDR 11 Casing | 2,230 | VF | \$133.00 | \$296,590.00 |
| 5 | Boring Refusal | 223 | LF | \$20.00 | \$4,460.00 |

EXHIBIT B

[INTEGRITY ENVIRONMENTAL SOLUTIONS, LLC] RESPONSE DOCUMENT REPORT

CC No. CC-6517-25/RTB

CC-6517-25/HSM Osceola Road Landfill 2025 Stage 1 Phase III Area Gas Collection and Control System (GCCS) Expansion

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|---|----------|-----------------|-------------|--------------|
| 6 | Well Abandonment and Wellhead Relocation | 25 | EA | \$1,500.00 | \$37,500.00 |
| 7 | 4-inch Liquid Conveyance Valve Fittings | 52 | EA | \$1,150.00 | \$59,800.00 |
| 8 | 2-inch Air Supply Line Valve Fittings | 50 | EA | \$950.00 | \$47,500.00 |
| 9 | 6-inch HDPE SDR 17 Pipe in LFG Lateral Trench (Common Trench) | 1,190 | LF | \$49.00 | \$58,310.00 |
| 10 | 6-inch HDPE SDR 17 Pipe in LFG Lateral Trench (Separate Trench) | 110 | LF | \$49.00 | \$5,390.00 |
| 11 | 4-inch HDPE SDR 11 Liquid Conveyance Line (Common Trench) | 9,380 | LF | \$8.50 | \$79,730.00 |
| 12 | 4-inch HDPE SDR 11 Liquid Conveyance Line (Separate Trench) | 3,640 | LF | \$39.00 | \$141,960.00 |
| 13 | 2-inch HDPE SDR 9 Air Supply Line (Common Trench) | 9,200 | LF | \$5.75 | \$52,900.00 |
| 14 | 2-inch HDPE SDR 9 Air Supply Line (Separate Trench) | 3,220 | LF | \$29.00 | \$93,380.00 |
| 15 | 18-inch Header Isolation Valve | 1 | EA | \$22,100.00 | \$22,100.00 |
| 16 | 18-inch Header Isolation Valve Abandonment | 1 | EA | \$4,460.00 | \$4,460.00 |
| 17 | 4-inch Liquid Conveyance Isolation Valve | 7 | EA | \$2,700.00 | \$18,900.00 |
| 18 | 4-inch Liquid Conveyance Line Air Release Valve | 1 | EA | \$4,200.00 | \$4,200.00 |
| 19 | 2- inch Air Supply Line Isolation Valve | 4 | EA | \$3,110.00 | \$12,440.00 |
| 20 | 2- inch Air Supply Line Isolation Valve Abandonment | 4 | EA | \$1,050.00 | \$4,200.00 |
| 21 | Air Supply Line Abandonment | 4 | EA | \$1,000.00 | \$4,000.00 |

[INTEGRITY ENVIRONMENTAL SOLUTIONS, LLC] RESPONSE DOCUMENT REPORT

Construction Contract (CC) - CC-6517-25/HSM Osceola Road Landfill 2025 Stage 1 Phase III Area Gas Collection and Control System (GCCS) Expansion

EXHIBIT B

[INTEGRITY ENVIRONMENTAL SOLUTIONS, LLC] RESPONSE DOCUMENT REPORT
CC No. CC-6517-25/RTB
CC-6517-25/HSM Osceola Road Landfill 2025 Stage 1 Phase III Area Gas Collection and Control System (GCCS) Expansion

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|---|----------|-----------------|------------|----------------|
| 22 | 2- inch CMP Casing for Road Crossing | 90 | LF | \$125.00 | \$11,250.00 |
| 23 | Dual 4-inch Liquid Conveyance Line Cleanout | 6 | EA | \$3,925.00 | \$23,550.00 |
| 24 | Single 4-inch Liquid Conveyance Line Cleanout | 2 | EA | \$2,900.00 | \$5,800.00 |
| 25 | Existing Air Supply Tie-In | 3 | EA | \$2,150.00 | \$6,450.00 |
| 26 | HDPE Manhole Tie-In | 2 | EA | \$4,150.00 | \$8,300.00 |
| 27 | Existing Liquid Conveyance Tie- In | 1 | LS | \$4,430.00 | \$4,430.00 |
| TOTAL | | | | | \$1,099,800.00 |

or

is

Date _____

EXHIBIT D

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Integrity Environmental Solutions, LLC

Signature: _____

Printed Name: Seth Nunes

Title: President

Date: May 7, 2025

Affix Corporate Seal (if applicable)

STATE OF North Carolina

COUNTY OF Union County

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of May, 2025, by Dennis DiSanto.

(name of person making statement)

Signature of Notary Public

Dennis DiSanto
Print/Type/Stamp Commissioned Name of Notary Public

X _____ Personally Known OR _____ Produced Identification

Type of Identification Produced: N/A

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION FORMS

EXHIBIT TO THE AGREEMENT

TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT

| | |
|---|----------|
| Application for Payment | C-01 |
| Continuation Sheet for Application for Payment | C-01 (2) |
| Change Order Form | C-02 |
| Shop Drawing Submittals | C-03 |
| Authorized Field Change (AFC) | C-04 |
| Certificate of Substantial Completion | C-05 |
| Certificate of Final Completion | C-06 |
| Contractor's Release | C-07 |
| Contractor's Waiver of Lien (Partial) | C-08 |
| Subcontractor's Waiver of Lien (Partial) | C-09 |
| Contractor's Waiver of Lien (Final and Complete) | C-10 |
| Subcontractor's Waiver and Release of Lien (Final) | C-11 |
| Consent of Surety to Final Payment | C-12 |

Any manipulations of these documents would be grounds for fraud and misrepresentation.

EXHIBIT E
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for: _____ Payment Application No.: _____

County Contract No.: _____ CIP No.: _____

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|-----------|------------|
| Total changes approved in previous months by County | \$ _____ | \$ _____ |
| Total approved this month | \$ _____ | \$ _____ |
| TOTAL | \$ _____ | \$ _____ |
| NET CHANGES by Change Order | \$ _____ | |

1. ORIGINAL CONTACT SUM \$ _____
2. NET CHANGE BY CHANGE ORDER \$ _____
3. CONTACT SUM TO DATE (*Line 1 & Line 2*) \$ _____
4. TOTAL COMPLETED AND STORED TO DATE..... \$ _____
5. RETAINAGE:
 (a) _____ % of Completed Work \$ _____
 (b) _____ % of Stored Material \$ _____
 Total Retainage (*Lines 5a + 5b, or Total in Column 1*) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
 (*Line 6 from Prior Payment Application*)
8. CURRENT PAYMENT DUE..... \$ _____
9. BALANCE TO FINISH INCLUDING RETAINAGE (*Line 3 minus Line 6*)..... \$ _____

The undersigned Contractor certifies that (1) all previous payments for Work performed have been applied to discharge in full all obligations on the Contractor incurred in connection with Work covered by prior payment applications (1 through _____) under this Agreement; (2) all Materials and Equipment incorporated in the project are free and clear of liens, security interests and encumbrances; (3) all previous payments have been applied to pay in full, minus retainage, all amounts owed to its subcontractors and suppliers; (4) all information provided is true and accurate.

CONTRACTOR: _____ **DATE:** _____

By: _____ (Print) _____ (Signature)

STATE OF FLORIDA
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/Stamp Commissioned Name of Notary Public

Personally Known OR _____ Produced Identification

Identification Type: _____

COUNTY: In accordance with the Contract Documents, the undersigned recommend payment as presented.

Engineer: _____

Date: _____

Project Manager: _____

Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION AND CERTIFICATION FOR PAYMENT

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT #

[illegible]

EXHIBIT E

EXHIBIT E
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER
CONSTRUCTION PROJECTS

CONTRACTOR: _____ Date: _____

Contract No.: _____ Project Name: _____

Change Order No.: _____ Work Order No.: (if applicable) _____

Original Contract / Work Order Amount: \$ _____

Amount prior to this Change Order, if different: \$ _____

Change Order Amount: ☐ Increase ☐ Decrease ☐ No Change \$ _____

Revised Contract / Work Order Amount including this Change Order: \$ _____

Change Order Time: ☐ Increase ☐ Decrease ☐ No Change _____ Days

Date of Substantial Completion through this Change Order: _____

Date of Final Completion through this Change Order: _____

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order _____ does or _____ does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

County Project Manager:

Architect / Engineer of Record:

Contractor:

Name: _____

Address: _____

Sign: _____

Date: _____

PURCHASING AND CONTRACTS DIVISION:

Signature: _____ Date: _____

Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: _____

WITNESS: _____

☐ For Board approved Items: Meeting Date: _____ Item # _____

EXHIBIT E

Seminole County Board of County Commissioners

SHOP DRAWING SUBMITTALS

Date: _____

Submittal #: _____

ENGINEER OF RECORD:

CONTRACTOR:

Attention: _____
Project Manager

Project Name: _____

Contract No.: _____ CIP# _____ Contractor: _____

| Item No. | Copies | Description | Previous Submission No. | Specification Section(s) | Plan Sheet No. |
|----------|--------|-------------|-------------------------|--------------------------|----------------|
| | | | | | |
| | | | | | |
| | | | | | |

Contractor's Authorized Representative: _____

TO BE COMPLETED BY ENGINEER OF RECORD:

| Item No. | Copies | Resubmit | | Comments |
|----------|--------|----------|----|----------|
| | | Yes | No | |
| | | | | |
| | | | | |
| | | | | |

Engineer of Record: _____

Date: _____

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED FIELD CHANGE (AFC)

| | |
|--|----------------|
| FIELD ORDER NO.: | |
| AGREEMENT TITLE: | |
| CONTRACT NO.: | |
| CIP #: | |
| CONTRACTOR: | |
| ARCHITECT/ENGINEER: | |
| AGREEMENT DATE: | |
| CONTRACT DAY: | _____ OF _____ |
| <p>Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT AFC.</p> | |

| | |
|--|--|
| I. Minor Variations Authorized: | |
| II. Justification | |
| III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY. | |
| This AFC authorized by: Includes ____ attachments: | _____ ARCHITECT/ENGINEER By: _____ Date: _____ |
| Receipt of this AFC: Acknowledged By: | _____ CONTRACTOR By: _____ Date: _____ |

Seminole County Board of County Commissioners**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: _____ (Print)
Architect/Engineer of Record

To: _____ (Print)
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

EXHIBIT E

2 Pages Form

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Executed by County's PROJECT MANAGER on the _____ day of _____, 20____

PROJECT MANAGER:

Print Name

Signature

Seminole County Board of County Commissioners**CERTIFICATE OF FINAL COMPLETION**

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Final Completion applies to all work under the Contract Documents.To: _____ (Print)
Architect/Engineer of RecordTo: _____ (Print)
Contractor

To: Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected on _____ (date) by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally completed in accordance with the Contract Documents on:

Date of Final Completion

EXHIBIT E

2 Pages Form

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Accepted by SEMINOLE COUNTY on the _____ day of _____, 20____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Procurement Administrator

**As authorized by Section 3.554, Seminole County
Administrative Code**

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S RELEASE

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

BEFORE ME, the undersigned authority in said County and State, appeared _____
_____ (Name of Affiant) who, being duly sworn and personally know to me,
deposes and says that he/she is _____ (Title of Affiant) of _____
_____ (Full Legal Company Name), a company and/or corporation authorized to do business
under the laws of Florida, which is the CONTRACTOR on _____
_____ (Agreement Title), located in Seminole County, Florida, dated the ____ day of
_____, 20____, that the deponent is duly authorized to make this affidavit by resolution of the Board of
Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement
has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been
approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or
otherwise, in connection with said Agreement and Word, and that there are no suits pending against the
undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or
otherwise under this Agreement.

Affiant further says that the final estimate in the amount of \$ _____ which has been submitted
to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the
COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final
estimate in the amount of \$ _____ will operate as a full and final release and discharge of the
COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement.
Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of
this release as spelled out in the Contract Documents.

Affiant

State of Florida
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 Affiant)

Signature of Notary Public – State of Florida

Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

EXHIBIT E

EXHIBIT “__”

PRIME CONTRACTOR’S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON PROGRESS PAYMENT

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Prime Contractor) under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this partial Waiver and Release on behalf of the Prime Contractor.

The undersigned, in consideration of the progress payment in the amount of \$ _____, hereby waives and releases all claims against Seminole County, Florida for labor, services, and/or materials furnished to Seminole County, Florida on the above listed project through _____ (Date).

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Prime Contractor’s Representative

Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

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

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT E

EXHIBIT “__”

SUB-CONTRACTOR'S / VENDOR'S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY, PRIME CONTRACTOR, AND PAYMENT BOND SURETY UPON PROGRESS PAYMENT

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

(Affiant), being duly sworn according to law, deposes and states that he/she is
the _____ (Title) of _____ (Full Legal Name of Subcontractor/Vendor)
to the above Prime Contractor under contract with Seminole County for the _____ (Agreement Title)
and that he/she is authorized to and does execute this partial Waiver and Release on behalf of the
Subcontractor/Vendor.

The undersigned, in consideration of the progress payment in the amount of \$_____, hereby waives and releases
all claims against Seminole County, Florida, Prime Contractor, and the Payment Bond Surety for labor, services, and/or
materials furnished to Prime Contractor on the above listed project through _____ (Date).

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Subcontractor's/Vendor's Representative

Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

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

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT E

EXHIBIT “__”

PRIME CONTRACTOR'S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON FINAL PAYMENT

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Prime Contractor) to the above contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this Final Waiver and Release on behalf of the Prime Contractor.

The undersigned, in consideration of the final payment in the amount of \$_____, hereby finally waives and releases all claims against Seminole County, Florida for labor, services, and/or materials furnished to Seminole County, Florida on the above listed project.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Prime Contractor's Representative

Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

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

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT E

EXHIBIT “__”

SUB-CONTRACTOR'S / VENDOR'S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY AND PAYMENT BOND SURETY UPON FINAL PAYMENT

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Subcontractor/Vendor) to the above Prime Contractor under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this Waiver and Release on behalf of the Subcontractor/Vendor.

The undersigned, in consideration of the final payment in the amount of \$_____, hereby finally waives and releases all claims against Seminole County, Florida, Prime Contractor, and the Payment Bond Surety for labor, services, and/or materials furnished to Prime Contractor on the above listed project.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Subcontractor's/Vendor's Representative

Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

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

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

We, _____ (Name of Surety), having heretofore executed Performance and Payment Bonds for the above named Contractor covering the Project referenced above in the sum of _____ Dollars (\$ _____) hereby agree that the County may make full payment of the final estimate, including the retained percentage, to said Contractor. The Surety concurs that full payment to the Contractor is appropriate and the Surety expressly releases the County from all liability to Surety resulting from full payment to the Contractor.

It is fully understood that the granting of the right to the County to make payment of the final estimate to the Contractor and/or his assigns shall in no way relieve this Surety of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above referenced Project. By execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that the Contractor has failed to pay any subcontractors under this Project, the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF, _____ (Name of Surety) has caused this instrument to be executed on behalf of its _____ and its duly authorized attorney-in-fact, and its corporate seal shall be affixed, on this _____ day of _____, 20 ____.

Signature – Surety's Representative

Signature – Attorney-in-Fact

*Power of Attorney must be attached if signed by Attorney-in-Fact

Printed Name & Title

STATE OF FLORIDA
COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on this _____ day of _____, 20____, by _____ (Name of Affiant), who is personally known to me or who has produced _____ as identification.

Signature of Notary Public – State of Florida

Printed/Typed/Stamped Commissioned Name of Notary Public

Title or Rank

Serial Number (if any)

EXHIBIT F

Agreement Name: Osceola Road Landfill 2025 State 1 Area Gas Collection and Control System (GCCS)

Agreement Number: CC-6517-25

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number CC-6517-25 are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 7th day of May, 2025.

Integrity Environmental Solutions, LLC

Consultant Name

By: [Signature]

Print/Type Name: Seth Nunes

Title: President

STATE OF Georgia

COUNTY OF Fannin

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 7th day of May, 2025, by Dennis Disanto (Full Name of Affiant).



[Signature]
Print/Type Name Dennis Disanto

Notary Public in and for the County

and State Aforementioned

My commission expires: 5/15/2027