



**PASCO COUNTY BOARD OF COUNTY
COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**

TELEPHONE: (727) 847-8194

FACSIMILE: (727) 847-8065

www.PascoCountyFL.net

INVITATION TO BID

BID NO. 10-010D

RIDGE ROAD SANITARY LANDFILL GAS COLLECTION SYSTEM REPAIRS AND MODIFICATIONS

The Pasco County Purchasing Department will receive sealed bids until **2:00 p.m.**, local time (our clock), on **December 22, 2009**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654. Bids received after this time will not be accepted. Bids will be publicly opened and read at the above-stated time and date. All interested parties are invited to attend. Bidders shall submit one (1) original of the submitted bid.

The scope of work consists of providing materials, labor, permitting, supervision, and all necessary ancillaries for completing gas collection system rehabilitation work at the Pasco Landfill as stated in the Contract Documents in compliance with all Local, Federal and State regulations having jurisdiction.

The estimated cost of the project(s) is \$300,000.00.

An on-site non-mandatory pre-bid meeting will be held at the intersection of Ridge Road and Galen Wilson Boulevard (north of Ridge Road), New Port Richey, Florida on December 4, 2009 at 10:00 a.m. All interested parties are encouraged to attend.

The complete scope of work and bid documents including the contract document and specifications may be viewed and downloaded at www.PascoPurchasing.com.

Bid, performance, and payment surety are required for this project. Please refer to the contract document and specifications for complete requirements.

The Board of County Commissioners of Pasco County, Florida, reserves the right to reject any and all bids received.

A handwritten signature in black ink, reading "Dawn Lopinto".

**Dawn Lopinto
Buyer**

CONTRACT DOCUMENTS

For

Ridge Road Sanitary Landfill Gas Collection System Repairs and Modifications Design/Build



OWNER

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

ENGINEER

PASCO COUNTY
UTILITIES CONSTRUCTION DEPARTMENT
PUBLIC WORKS/UTILITIES BUILDING, SUITE 205
7530 LITTLE ROAD
NEW PORT RICHEY, FL 34654

OCTOBER 2009

PCU PROJECT NO. 09-026.00

BID NO. **10-010D**

Project Location:

New Port Richey, Pasco County, FLORIDA

A. Glenn Greer, P.E.
ENGINEER

OWNER'S REF NO.

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INVITATION TO BID

Sealed proposals for the **Ridge Road Sanitary Landfill Gas Collection System Repairs and Modifications in New Port Richey, Florida** addressed to the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654, will be received at the office of Scott Stromer, Purchasing Director, Pasco County, until **2:00 pm.**, local time, on **December 22, 2009** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The scope consists of providing materials, labor, permitting, supervision, and all necessary ancillaries for completing gas collection system rehabilitation Work at the Pasco Landfill as stated in these Contract Documents in compliance with all Local, Federal and State regulations having jurisdiction.

An on-site pre-bid meeting will be held at the intersection of Ridge Road and Galen Wilson Blvd (north of Ridge Rd), New Port Richey, FL on **December 4, 2009**, at **10:00 am**. Attendance is strongly recommended. Questions concerning the contract or technical portions of the bid document must be submitted in writing to Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; facsimile (fax) machine number (727) 847-8065.

The bid must be submitted on the prescribed Proposal form, accompanied by bid security on the prescribed form or Cashier's check payable to the Board of County Commissioners in an amount not less than five percent (5%) of the base bid amount. The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bid Documents.

All Bid Bonds, Contract Bonds, Insurance Contracts, and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his place of business in the State of Florida. Further, said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Each bid shall also be accompanied by a properly completed and executed copy of the "Certification under section 287.087, Florida Statutes, of a Drug-Free Workplace". In case of tie bids, preference will be given to vendors submitting the certification with their bids certifying that they have a drug-free workplace.

Bids may be withdrawn prior to the date and time of bid opening; however, no bid may be modified or withdrawn for a period of ninety (90) days after the date of bid opening, except under the following conditions:

1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor's and Business Licenses and Certifications required by State Statutes and local ordinances in order to perform the job specified herein.

Before a Contract will be awarded for the work contemplated herein, the Owner shall conduct such investigations as are necessary to determine the performance record and ability of the apparent low

Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

Bid documents are normally available at the following location:

<http://www.pascocountyfl.net/purchasing>.

Bid documents may also be reviewed at the following locations:

Pasco County Utilities
Department
7530 Little Road, S-205
New Port Richey, FL 34654

Pasco County Purchasing Dept.
Pasco County Govt. Complex
8919 Government Drive
New Port Richey, FL 34654

The County is not responsible for expenses incurred prior to the award of the Contract by the Board of County Commissioners.

The right is reserved to reject all bids or any bid not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond ninety (90) days from the bid opening date.

Envelope must be identified as follows:

NAME OF ITEM BEING BID:

**Ridge Road Sanitary Landfill Gas Collection
System Repairs and Modifications**

BID NO.

10-010D

OPENING DATE:

December 22, 2009 at 2:00 pm

Scott Stromer
Purchasing Director

INVITATION TO BID
00020-2

SECTION 00100

INSTRUCTIONS TO BIDDERS

BID NO.: **10-010D**

SPECIFICATIONS FOR: **Ridge Road Sanitary Landfill Gas Collection System
Repairs and Modifications**

BID MUST BE RECEIVED AND OPENED BY: **December 22, 2009 at 2:00 pm**

PLACE OF BID AND DELIVER TO: **Purchasing Department, 8919 Government Drive, New
Port Richey, FL 34654**

GENERAL TERMS AND CONDITIONS:

1. Bids: The responsibility for delivering the bid to the Purchasing Department on or before the stated time and date is solely and strictly the responsibility of the Bidder. The Purchasing Department is in no way responsible for delays caused by the mail service or any other occurrence.

The lower corner of the envelope in which the bid is enclosed must be notated SEALED BID NO: 10-010D . The Bidder shall be responsible for reading, very carefully and understanding completely, the requirements and the specifications of the items bid upon. Bid time will end and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids will be returned to the Bidder unopened. Do not include more than one (1) bid per envelope.

Bidders will not be allowed to modify their bids after the opening time and date except as stipulated in the Invitation to Bid. Offers by telephone or telegram will not be accepted. Bid files may be examined during normal working hours by appointment.

2. Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by The Owner upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.
3. Prices: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges, and delivery to the destination when specified. If the quoted price is subject to time limitation as to acceptance, the expiration of such time shall be clearly stated.
4. Conditions of Materials and Packing: Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition. It is further understood that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging.

5. Claims: Pasco County shall not be responsible for making any and all claims against carriers for missing or damaged items. The successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
6. Manufacturer's Name: Any manufacturer's names, trade names, information, and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Such references are not intended to be restrictive; products of any manufacturer may be offered, if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County and such determination shall be final and binding upon all bidders.
7. Specifications: Any deviation from specifications listed herein must be clearly indicated; otherwise, it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item or items that do not meet Pasco County specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the bidder will be required to compensate the County for the difference in price entailed in going to the next low Bidder.
8. No Bid: Where more than one item is listed, any items not bid upon shall be indicated as "NO BID". If not items are bid, the "STATEMENT OF NO BID" should be returned. Failure to do so could be an indication that the bidder does not wish to be considered for future bids.
9. Acceptance and Rejections: The Pasco County Board of County Commissioners reserves the right to reject any and all bids in whole or in part; to award any item, group of items, or total bid, unless otherwise specified by the bidder, to waive any informality or technical defects in bids, to accept the lowest bid meeting specifications or accept the bid which is most advantageous and in the best interest of Pasco County. Completion time, as well as price, can be strong factors in determining the bid that is the most advantageous to Pasco County.
10. If Bidder is a corporation or firm, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer (s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the Bidder's Bid.
11. Failure to provide evidence of authority as referenced in paragraph 10 above may cause the Proposal to be regarded as not properly authorized and may subject it to rejection (disqualification).
12. The Bidder agrees that submission of a signed bid form is certification that a bidder will accept an award made to it as a result of the submission.
13. Taxes: Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face County Purchase Order. This exemption does not apply to purchases of tangible personal property made by Contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property [see State of Florida, Chapter 192, Florida Statutes (F.S.)].

14. Interpretations: Any questions concerning conditions, specifications, or requests for additional information pertaining to this bid, must be in writing addressed to Purchasing Department (listed previously) for receipt no later than ten (10) days prior to bid opening. Inquiries must reference the bid number. Failure to comply with this condition will result in bidder waiving her/his right to dispute the bid specifications. Answers to questions and/or supplemental instructions will be in the form of written addendum to the bidding documents prior to the bid opening.
15. Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued amendment may result in bid rejection and disqualification.
16. To demonstrate qualifications to furnish specified goods and/or services, Bidder shall submit written information, within five (5) days of the Owner' request, such as financial data.
17. Any Bid may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.
18. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor desired.
19. Unless otherwise specified the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided
20. Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.
21. Conflict of Interest: The award hereunder is subject to provisions of Chapter 112, F.S. All Bidders must disclose with their bid the name of any office, director, or agent who is also an employee of Pasco County, Florida. Further, all bidders must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.
22. Law Compliance. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the County.
23. Legal Requirements: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

24. Bid Tabulations: Bidders desiring a copy of the Bid Tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid.
25. Pasco County Form: All bid proposals must be submitted on the enclosed standard Proposal Form. Bid proposals on vendor quotation forms will not be accepted.
26. Non-appropriation of Funds: In the case of non-appropriation of funds to continue the function performed or obtained by this award, the award shall be terminated when appropriated funds are expired and the bidder shall have only the right and remedy to take possession of equipment pertaining to the award.
27. Bids received without being in the lower left-hand corner of the envelope may be rejected and returned to the sender. If bids are sent via Express Mail, bid proposal pages MUST be placed in a sealed envelope, properly identified, within the Express Mail envelope. No responsibility will attach to Pasco County or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a proposal not properly addressed and identified.
28. Each bid shall also be accompanied by a properly completed and executed copy of the "Certification under section 287.087, Florida Statutes, of a Drug-Free Workplace". In case of tie bids, preference must be given to vendors Bidders submitting the certification with their bids certifying that they have a drug-free workplace. A copy of this form is included in the bid documents.
29. Bid Security: Proposals must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the State of Florida, in the amount of five percent (5%) of the Total Base Bid. This bid security shall be given as a guarantee that the Bidder will not withdraw its proposal for a period of ninety (90) days after the opening of proposals, and that if awarded a Contract, the successful Bidder will execute the Agreement and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract Price within the time specified, by a Surety or Sureties authorized to issue such bonds in the State of Florida, and acceptable to the Owner. The Attorney-in-Fact who executes this bond on behalf of the Surety must attach a notarized copy of its power-of-attorney as evidence of its authority to bind the Surety on the date of execution of the bond. Where laws and regulations require, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, Bidder shall use the Bid Bond form provided in Section 00410.

Within 15 days after opening of the Proposals, the Owner will return the Bid Security to each Bidder whose proposal is not being considered further. Retained Bid Securities shall be held until a Contract has been awarded, after which time all Bid Securities other than those that have been forfeited, shall be returned to the respective Bidders.

30. Public Entity Crime information Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public entity, may not be work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and

may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. The Contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.
32. By submission of bid, bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal Regulations.
33. By submission of bid, bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal Regulations

END OF SECTION

SECTION 00120

SPECIAL PROVISIONS

ARTICLE SP - 1 HOURS OF WORK

- A. The Contractor recognizes that much of the Work will be performed during business hours or otherwise approved by the County. Therefore, the hours of work that will be allowed for this project are between 8:00 am and 6:00 pm local time for Pasco County, FL Mondays thru Sundays. Permission to work outside of these specified hours will require written permission from the Owner's Representative.

ARTICLE SP - 2 MATERIALS TESTING

- A. The Owner will reimburse the Contractor with Pay item No. 4 for all required tests except: those proving satisfactory operation of equipment, bacteriological clearance tests for the potable water mains, and pressure and leakage tests. For pipelines and pavement, the Owner will accept the manufacturers or suppliers certificates, stating that the materials meet the requirements of the Specifications, subject to verification. Any tests that have to be re-made due to the failure of the tested material to meet Specifications shall be paid for by the Contractor under separate billing from the Owner's testing firm.
- B. The Owner will retain a Certified Engineering Testing Laboratory to perform all materials testing specified in the Technical Specifications and as may be required by the appropriate governmental agency having jurisdiction. It shall be the responsibility of the Contractor to ensure that the required testing has been made prior to covering up any of the work. Test frequency shall be at the discretion of the Owner or Engineer.

ARTICLE SP - 3 PERMITS

- A. Contractor shall apply for and obtain the following permits:
- Permits required for all Electrical work.
 - All permits required for the metal building design and installation.
- B. Each bidder shall be familiar with the requirements of the permit conditions that relate to these types of construction activities and include the cost of satisfying these permit conditions in developing a bid proposal for the specified project. Furthermore, Contractor shall provide all drawings needed to apply for such permits and sealed by professional engineers licensed in the State of Florida.
- C. Portions of construction of the project, authorized by permit or license agreement, will be subject to inspection and tests as may be necessary by the permit-granting authority. All Contractor Supervisory Personnel shall furnish information to and cooperate with these authorities in conducting their testing and inspection program.

ARTICLE SP – 4 SURVEYS/SITE ASSESSMENTS

- A. Before submitting bid, bidder shall carefully examine existing field conditions. The County will provide the Contractor with existing Record Drawings, when available,

SPECIAL PROVISIONS

however Contractor shall perform any subterranean inspections and tests required to complete the Work specified herein.

- B. Any As-built surveys and test reports shall be submitted to the County upon completion of the Work.

ARTICLE SP - 5 ELECTRONIC SHOP DRAWINGS AND OPERATIONS AND MAINTENANCE MANUALS

- A. The Contractor shall furnish final approved Shop Drawings and Operations and Maintenance Manuals in electronic "PDF" format for all equipment furnished under these Contract Documents as per Section 01300.
- B. The Contractor shall organize all electronic Shop Drawings and Operations and Maintenance data by specification division and section number, and submit on compact disk media.

ARTICLE SP – 6 EXISTING UTILITIES

- A. It is the responsibility of the Contractor to locate all utilities prior to any excavation. The Contractor will be required to hand excavate the installation of all underground facilities including all pipe, conduit and cable. The Contractor will be responsible for any damage to existing underground utilities and facilities, and shall coordinate the protection of these utilities with the Owner of the specific utility.
- B. The Contractor shall be responsible for contacting any and all applicable utility location services, including "Sunshine One-Call" at least 48 hours prior to actual installation to verify the location of existing utilities and identify any potential conflicts.

ARTICLE SP – 7 AS-BUILT DETAILS

- A. The Contractor shall indicate on standard details if the installation was constructed in accordance with the standard detail provided to the County by the Contractor. If there were any deviations from the standard detail, the Contractor is to note them on the standard detail and return this to the County. Contractor is responsible for obtaining permission from the County when constructing facilities other than as instructed within these specifications and this provision shall not serve as permission to construct in any manner not specified herein.

ARTICLE SP – 8 CERTIFICATE OF INSURANCE

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under the Contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of 1) certificates of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of the Contract.
- B. Workers' Compensation insurance shall be provided by the Contractor as imposed by Florida statutes. Provide at a minimum liability limits of at least \$100,000 each

SPECIAL PROVISIONS

accident and \$100,000 each accident. The Contractor agrees to waive of subrogation as part of this coverage.

- C. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of the Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000.00, each occurrence; and property damage of not less than \$500,000.00, each occurrence. (Combined single limits of not less than \$1,000,000.00, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than \$50,000.00 per occurrence, unless otherwise stated by exception herein.
- D. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- E. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida, 34654. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
- F. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- G. The term "Owner," "County," or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
- H. Pasco County Board of County Commissioners shall be endorsed to the required policy or policies as an additional named insured.
- I. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's self-insured retentions of whatever nature.
- J. County hereby waives subrogation rights for loss or damage against the County.

ARTICLE SP – 9 CONTRACT TERMS

- A- By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the

SPECIAL PROVISIONS

particular goods or services purchased or acquired by the Owner under said contract.

- B- During the Contract time, the Contractor shall provide the goods and/or services described in the Contract. The Contractor understands and agrees this is a requirements contract and the Owner shall have no obligation to the Contractor if no goods and/or services are required. Any quantities that are included in the scope of work reflect the current expectations of the Owner for the Contract time. The amount is only an estimate and the Contractor understands and agrees the Owner is under no obligation to the Contractor to buy any amount of the goods and/or services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees the Owner may require services in an amount less than or in excess of the estimated contract amount and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.
- C- No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract. All modifications to the Contract or purchase order must be made in writing by the Owner.
- D- All materials, supplies, and services performed under the terms of this Agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes.
- E- The Contractor shall institute and maintain throughout the Contract time a properly documented quality control program designed to ensure that the goods and/or services are provided in accordance with the Contract. The Owner may require documentation demonstrating an effective quality control program at any time prior to and during the performance of the Contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Owner.
- F- The Contractor shall be legally considered an independent contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner; and the Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. The Owner shall not withhold from the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the Owner for its employees.
- G- The Contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- H- In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly

SPECIAL PROVISIONS

employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation, as outlined in these Documents, shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

- I- The Owner reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel.

ARTICLE SP – 10 PAYMENT AND PERFORMANCE BONDS

CONTRACTOR shall provide OWNER with a payment and a performing bond in the amount of the contract price. Said bonds shall be on the forms provided herein. Additionally, bonds must meet the following Specifications:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

If the contract award amount exceeds \$500,000.00, the Surety Company shall also comply with the following provision:

The Surety Company shall have at least the following rating in the latest issue of Best's Key Rating Guide:

CONTRACT AMOUNT	POLICYHOLDER'S RATING	REQUIRED FINANCIAL RATING
\$ 500,000 to\$ 1,000,000	A	Class IV
\$ 1,000,000 to\$ 2,500,000	A	Class V
\$ 2,500,000 to\$ 5,000,000	A	Class VI
\$ 5,000,000 to\$10,000,000	A	Class VII
\$10,000,000 to\$25,000,000	A	Class VIII
\$25,000,000 to\$50,000,000	A	Class IX
\$50,000,000 to\$75,000,000	A	Class X

If the Contract award amount does not exceed \$500,000.00, the Surety Company shall be required to comply with the minimum requirements set forth in Section 287.0935, Florida Statutes.

ARTICLE SP – 11 CHANGES TO THE WORK

SPECIAL PROVISIONS

- A- Without invalidating the Agreement and without changing the Contract Price, the County may order additions, deletions or revisions in the Work the same being thereupon authorized by Field Order Requests for Contingency allocation work (CAWR). Additional Work performed by the Contractor without previous authorization by the County will not be paid.

ARTICLE SP – 12 CHANGES OF CONTRACT PRICE

- A- Any adjustment to the Contract price due to additional or deletion to the Work exceeding the Contract Price shall be fully executed by the Owner in the form of Change Orders prepared by the County.

END OF SECTION

SPECIAL PROVISIONS



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**

STATEMENT OF NO BID

We, the undersigned, have declined to submit a bid response to Invitation for Bid No. 10-010D for the following reason(s):

Please check all that apply.

1. ☐ Opening date does not allow sufficient time to complete bid response.
2. ☐ We do not offer the commodities or services requested.
3. ☐ Our schedule would not permit us to perform.
4. ☐ We are unable to meet the issued specification.
5. ☐ Specifications are restrictive. (Please explain below)
6. ☐ We are unable to meet the surety requirements.
7. ☐ Other: _____

Explanations: _____

We understand that if a "NO BID" is not returned, our firm will be removed from the bidders' list for the subject commodity.

Name: _____

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

Fed ID No.: _____

STATEMENT OF NO BID

BIDDER'S NAME _____

SECTION 00300

PROPOSAL

NOTE TO BIDDER: Use BLACK ink for completing this Proposal form.

To: Pasco County Purchasing Director

Address: 8919 Government Drive
New Port Richey, FL 34654

Project Title: **Ridge Road Sanitary Landfill Gas Collection System
Repairs and Modifications**

OWNER's Bid No. **10-010D**

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the OWNER, and that the Proposal is made without any connection of collusion with any person submitting another Proposal on this contract.

The Bidder understands and agrees that if a contract is awarded, the OWNER may elect to award all bid items under one contract that best serves the interests of the OWNER.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the sites, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days, not including Sundays and legal holidays, after the date of Intent of Award letter, sign the contract in the form annexed hereto, and will, at that time, deliver to the OWNER the Performance Bond, Payment Bond required herein. Failure to do so may result in loss of surety.

CERTIFICATES OF INSURANCE

BID PROPOSAL

00300-1

The Bidder further agrees to furnish the Owner the Certificates of Insurance as specified in these documents. The award of this Contract is conditioned upon the Owner's receipt and acceptance of these Certificates. Failure to comply with this requirement within the ten (10) from the Intent of Award letter will immediately void the Agreement without further action by or cost to the Owner.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder further agrees to begin work within ten (10) calendar days after the date of the Notice to Proceed to complete the project, in all respects, within the number of calendar days as specified in the Agreement Section 00500 after the date of the Award of the Contract by the Pasco County Board of County Commissioners.

LIQUIDATED DAMAGES

In the event that the Bidder is awarded the contract, Bidder agrees that should the Bidder or, in the case of his default, the surety fail to complete the work within the time stipulated in the agreement, or within such extra time granted by the OWNER as provided in the agreement, the Bidder or, in the case of his default, the surety shall pay to the OWNER, for delay and loss of use and not as a penalty but as liquidated damages, the sum of One Hundred and 00/100 (\$100.00) Dollars for each calendar day after the time allotted for final completion herein, plus any extensions of time granted to the Bidder as provided for in the agreement, until all work has been completed and has been accepted by the OWNER. Default days shall be counted in calendar days, Sundays and legal holidays shall be excluded.

Permitting the Bidder to continue to finish the work, or any part of it, after the expiration of the time allowed, including extensions of time granted to the Bidder, shall in no way act as a waiver on the part of the Owner of the liquidated damages due under the Agreement. In case of default of the Agreement and completion of the work by the Owner, the Bidder shall be liable for liquidated damages under the Agreement.

QUALIFICATION OF BIDDERS

Bids will only be considered from Bidders who regularly provide similar goods and/or services. To those specified herein Bidder shall document their qualifications and experience in providing such goods and/or services and submitting this documentation with the Proposal. Successful Bidder shall demonstrate the he has completed at least three (3) similar projects within the United State within the last five (5) years.

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. _____, _____, _____, _____, (Bidder shall insert the Addendum Number of each addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

TAXES AND CHARGES

BID PROPOSAL

00300-2

The Bidder agrees that all Federal, State, and local sales, use and withholding taxes, and all Social Security charges and unemployment compensation charges, are included in the stated prices bid for the work.

RIGHT TO AWARD

The Bidder understands and agrees that the OWNER reserves the right to award the work or negotiate a contract for the work however deemed by the OWNER to be in the best interest of the OWNER. Alternately, the OWNER may reject all bids if the OWNER deems said rejection to be in its best interest.

Additionally, Owner reserves the right of choosing the bid that best serves the need of the County, and for this purpose proposals will be evaluated based on the lowest responsive, responsible Total Bid Price.

CONTRACT PRICE

The undersigned Bidder agrees to accept, as full compensation for all work required by these Contract Documents, the total of the lump sum prices and/or the extended unit price items named in the following Bid Form. It is understood and agreed that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor based on quantities actually constructed as determined by the applicable measurement and payment portion of the technical specifications.

Restoration is considered to be an integral part of the work under the Contract, and all bid prices include the cost of restoration necessitated by the work related to that bid item. Restoration is defined as follows: Any existing structures and property including, but not limited to, paving, stabilized roads, drainage piping and ditches, catch basins, head walls, yard culverts, lawns and ground areas, walkways and irrigation systems that are altered, removed, or damaged during construction shall be restored to the same or better condition than existed prior to construction. Cleanup is an integral part of restoration.

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BID FORM

PROJECT: **Ridge Road Sanitary Landfill Gas Collection System
Repairs and Modifications**

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
1.	1	Bonds and Insurance Allowance	LS	---	\$
2.	1	Survey and Engineering Allowance	LS	---	\$
3.	1	Permits Allowance	LS	---	\$
4.	1	Test Materials Allowance	LS	---	\$
5.	25	Well Vaults Abandonment and grading	EA	\$	\$
6.	1	Decommissioning of Old Flare System.	LS	---	\$
7.	1	Transportation charges of Old Flare equipment	LS	\$	\$
8.	1840	Furnish and install 6-Inch SDR 17 HDPE pipe and fittings	LF	\$	\$
9.	1	Structural Evaluation of existing Concrete Slab	LS	\$	\$
10.	1	Design and Construction of a new Concrete Slab	LS	\$	\$
11.	1	Furnish and Install of One (1) Complete Fully Assembled Skid Mounted Landfill Gas Candlestick Flare System including site preparation	LS	---	\$
12.	1	Furnish and install one (1) Pre-engineered Metal Roof Structure	LS	---	\$
13.	2400	Furnish and install 4-Inch Thick river gravel and weed barrier	SFT	\$	\$
14.	1	Furnish and install one (1) Cantilevered sliding gate	LS	\$	\$
15.	4	Transportation of Excavated Municipal Waste to the West Pasco Class I Landfill	Trip	\$	\$
16.	1	Mobilization/ Demobilization (Not to exceed 4% Items 1 through 15)	LS	---	\$

BID PROPOSAL

00300-4

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
17.	1	Contingency Allocation Work authorized in writing for Additional Work to be performed by the Contractor.	EA	\$30,000.00	\$30,000.00

EA = Each LS = Lump Sum SFT = Square Foot LF = Linear Foot

TOTAL BID PRICE:

\$ _____
(Amount Written In Figures)

(Amount Written In Words)

BID PROPOSAL

00300-5

LIST OF SUBCONTRACTORS

The following are subcontractors to be employed by the Contractor and the approximate percentage of the total work to be performed by each.

<u>Name and Address</u>	<u>Description of Work</u>	<u>Estimated % of Total Contract</u>

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BIDDER

The name of the Bidder submitting this Proposal is: _____

_____ doing business at: _____

Street

City

State

Zip

which is the address to which all communications concerned with the Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If Sole Proprietor or Partnership:

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of, 20____.

Signature of Bidder

Typed/Printed Name of Bidder

Title

License Number

Federal I.D. Number

Telephone Number

BID PROPOSAL

00300-7

If Corporation:

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____, 20____.

Name of Corporation

State of Corporation

By _____

Typed/Printed Name

Attest

Secretary

License Number

Federal I.D. Number

Telephone Number

END OF SECTION

BID PROPOSAL

00300-8

BIDDER'S EXPERIENCE (This Form shall be included with proposal)

PROJECT NO. 1 _____

DESCRIPTION OF WORK COMPLETED: _____

OWNER'S NAME: _____

OWNER'S ADDRESS: _____

OWNER'S TELEPHONE/FAX: _____

PROJECT COST: \$ _____

START DATE: _____

COMPLETION DATE, DURATION (DAYS): _____

SUPERINTENDENT'S NAME: _____

PROJECT NO. 2 _____

DESCRIPTION OF WORK COMPLETED: _____

OWNER'S NAME: _____

OWNER'S ADDRESS: _____

OWNER'S TELEPHONE/FAX: _____

PROJECT COST: \$ _____

START DATE: _____

COMPLETION DATE, DURATION (DAYS): _____

SUPERINTENDENT'S NAME: _____

PROJECT NO. 3 _____

DESCRIPTION OF WORK COMPLETED: _____

BID PROPOSAL

00300-9

OWNER'S NAME: _____

OWNER'S ADDRESS: _____

OWNER'S TELEPHONE/FAX: _____

PROJECT COST: \$ _____

START DATE: _____

COMPLETION DATE, DURATION (DAYS): _____

SUPERINTENDENT'S NAME: _____

(Please attach additional pages if needed)

DRUG FREE WORKPLACE

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

Name of Business:

does:

6. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
7. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
8. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
9. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
10. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
11. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

SECTION 00410

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$_____

KNOW ALL MEN BY THESE PRESENTS, that _____
_____ Hereinafter called the PRINCIPAL, and _____
_____, a corporation duly organized under the laws of the State of
_____, having its principal place of business at _____
in the State of _____ and authorized to do business
in the State of Florida, as SURETY, are held and firmly bound unto the Pasco County Board of
County Commissioners of the State of Florida, represented by its Commission, hereafter called the
OBLIGEE, in the sum of _____ DOLLARS (\$_____),
for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the Pasco County
Board of County Commissioners for the furnishing of all labor, materials (except those to be
specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of
transportation for, and the performance of the work covered in the proposal and the detailed
drawings and specifications entitled:

Ridge Road Sanitary Landfill Gas Collection System Repairs and Modifications

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check,
certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said
bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with
the Owner for the performance of said contract, within ten (10) consecutive calendar days after
written notice having been given of the award of the contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL, within ten
(10) consecutive calendar days after written notice of such acceptance, enters into a written
contract with the Pasco County Board of County Commissioners and furnishes the Performance
and Payment Bonds, each in an amount equal to one hundred (100) percent of the base bid,
satisfactory to the Owner, then this obligation shall be void; otherwise, the sum herein stated shall
be due and payable to the Pasco County Board of County Commissioners. The Surety herein
agrees to pay said sum immediately upon demand in good and lawful money of the United States of
America, as liquidated damages for failure thereof of said PRINCIPAL.

BID BOND

00410-1

Signed and sealed this _____ day of _____, 20 ____.

PRINCIPAL

By _____
Typed Name & Title

SURETY

By _____

Attorney-in-Fact

Typed Name & Title

BID BOND

00410-2

SECTION 00500

AGREEMENT

THIS AGREEMENT is between PASCO COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter called "OWNER") and _____ hereinafter called "CONTRACTOR").

OWNER and CONTRACTOR, in all consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

The scope consists of providing materials, labor, permitting, supervision, and all necessary ancillaries for completing gas collection system rehabilitation Work at the Pasco Landfill as stated in these Contract Documents in compliance with all Local, Federal and State regulations having jurisdiction.

ARTICLE 2 – OWNER AND ENGINEER

OWNER:

Wherever in these documents the word "OWNER" appears, it shall be understood to mean Pasco County Board of County Commissioners (BOARD).

COUNTY: The BOARD and the BOARD acting by and through its authorized designees, representatives, agents, departments and employees.

THE PROJECT IS ADMINISTERED BY:

Pasco County Utilities Department/Solid Waste Division (PCU)
Public Works/Utilities Building, Suite 205
7530 Little Road
New Port Richey, Florida 34654-5598

whom is part of the COUNTY and act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents the duties and authority assigned to them, as authorized agents of the OWNER.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Contract Time shall commence to run on the day of the Notice to Proceed, after the Board of County Commissioners makes the Award and executes this Agreement.
- 3.2 The primary work including all repair and modification Work and equipment installation as intended by the Contract Documents, shall be substantially completed within One Hundred Twenty (120) days from the date when the Contract Time commences to run (hereinafter referred to as the "Substantial Completion Time").
- 3.3 The entire project, including all final clean-up and close-out activities as required for complete and operable systems as intended by the Contract Documents, shall be

finally completed and ready for final payment within One Hundred Eighty (180) days from the date when the Contract Time commences to run (hereinafter referred to as the "Final Completion Time").

- 3.4 In the event that the Bidder is awarded the contract, Bidder agrees that should the Bidder or, in the case of his default, the surety fail to complete the work within the time stipulated in the agreement, or within such extra time granted by the OWNER as provided in the agreement, the Bidder or, in the case of his default, the surety shall pay to the OWNER, for delay and loss of use and not as a penalty but as liquidated damages, the sum of One Hundred and 00/100 (\$100.00) Dollars for each calendar day after the time allotted for final completion herein, plus any extensions of time granted to the Bidder as provided for in the agreement, until all work has been completed and has been accepted by the OWNER. Default days shall be counted in calendar days, Sundays and legal holidays shall be excluded.
- 3.5 Permitting the Bidder to continue to finish the work, or any part of it, after the expiration of the time allowed, including extensions of time granted to the Bidder, shall in no way act as a waiver on the part of the Owner of the liquidated damages due under the Agreement. In case of default of the Agreement and completion of the work by the Owner, the Bidder shall be liable for liquidated damages under the Agreement.
- 3.6 In addition to the damages provided for in this section and pursuant to Section 337.18(4), Florida Statutes, when the Bidder fails to complete the work within the contract time, or within such additional time as may be granted by the OWNER, the OWNER may recover from the Bidder amounts paid by the OWNER for damages suffered by third parties.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

\$ _____
(Amount in Figures)

\$ _____

(Amount in Words)

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by PCU.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by PCU, each month during construction as provided below or otherwise approved by the Owner. All progress payments will be on the basis of the progress of the Work measured by a schedule of values approved by PCU and the Contractor based on the number of units completed.

- 5.2 Retainage: Prior to Substantial Completion, retainage will be held in an amount indicated below:
- 5.2.1 Up to fifty (50) percent complete, retainage held will be ten (10) percent of "Total Earned to Date." "Total Earned to Date".
 - 5.2.2 Above fifty (50) percent complete, the total retainage held may be reduced to five (5) percent of the "Total Contract Price" at the discretion of PCU, if satisfactory progress is maintained. Otherwise, the retainage held will be ten (10) percent of "Total Earned to Date" until final acceptance.
 - 5.2.3 Upon substantial completion, the retainage may be reduced below five (5) percent to an amount necessary to assure final completion of the Work as determined and approved by PCU.
- 5.3 Final Payment: Upon final completion and acceptance of the Work in accordance with Contract Documents and after submission of all Closeout documentation as per Section 01700, OWNER shall pay the remainder of the Contract Price as recommended by PCU.
- 5.4 Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct payment application or invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.
- 5.5 The Board has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that Contractors providing goods and/or services to the Board receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (the Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of \$1.20 (one dollar and twenty cents). Please make your check payable to Paula O' Neil, Clerk of the Circuit Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.
- 5.6 Several payment options are available to successful Contractor, upon receipt of a proper invoice:
- 5.6.1 Check may be mailed to the remit address on the invoice. The check is mailed the day after Board approval.
 - 5.6.2 Check may be picked up in Dade City after 1:00 pm. The Contractor must pick up the check the day after Board approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions and forms.
 - 5.6.3 Payment may be wire-transferred to the Contractor's bank account. The Contractor must call (352) 521-4599 for detailed instructions and forms.

ARTICLE 7 - TERMINATION OF AGREEMENT

- 7.1 Owner may terminate or cancel this Agreement at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the Contractor.
- 7.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which shall fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 8.2 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 8.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 8.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 9.1 This Agreement.
- 9.2 Invitation to Bid.
- 9.3 Instructions to Bidders.
- 9.4 Condition of Contract.
- 9.5 Proposal and Bid Forms.
- 9.6 Insurance Certificate.
- 9.7 Contract Forms

- 9.8 Specifications.
- 9.9 Exhibits
- 9.10 Drawings
- 9.11 Addenda numbers _____ to, _____ inclusive.
- 9.12 Documents submitted by Contractor prior to Notice of Award (Pages ____ to, ____ inclusive).
- 9.13 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 10 - SUBCONTRACTORS

- 1.1 The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 11 – INDEMNIFICATION

- 11.1 In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents, its Officials and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.
- 11.2 In any and all claims against Pasco County or any of its agents, its Officials or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

ARTICLE 12 - MISCELLANEOUS

- 12.1 Contractor shall perform all goods and/or services under this Agreement as an independent contractor. Contractor shall not be considered an agent of Owner nor shall Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without 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 assign or from any duty or responsibility under the Contract Documents.
- 12.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 12.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of acceptance. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
- 12.4.1 This guarantee is in addition to factory warranties covering material where applicable under contract.
- 12.4.2 Nothing herein contained shall serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
- 12.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.
- 12.5 The Agreement shall be governed by and construed under the laws of the State of Florida.
- 12.6 Venue for any action arising under this Agreement shall lie in Pasco County, Florida.
- 12.7 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement shall be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:

Pasco County Utilities
Public Works/Utilities Building, Suite 205
7530 Little Road
New Port Richey, Florida 34654

Attention: Mr. Bruce E. Kennedy, P.E.
Assistant County Administrator, Utilities Services

If to the Contractor:

Attention: _____

ARTICLE 12 – LAW COMPLIANCE

- 12.1 Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of t his Agreement by the County.

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

This Agreement will be effective on _____, 20_____.

OWNER

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS

By _____

By _____

Typed/Printed Name & Title

Typed/Printed Name & Title

(CORPORATE SEAL)

Attest _____

Attest _____

OWNER

Address for giving notices:

Assistant County Administrator
– Utilities Services
7530 Little Road, S-205
New Port Richey, FL 34654

CONTRACTOR

Address for giving notices:

License No. _____

Agent for Service of Process:

END OF SECTION

SECTION 00610

FLORIDA PERFORMANCE BOND

PROJECT: **Ridge Road Sanitary Landfill Gas Collection System Repairs and Modifications.**

BID NO. _____

PROJECT NO. _____

PROJECT LOCATION: _____

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENT, that we, _____,
(Name of Contractor)

located at _____,
(Address and Telephone Number of Contractor)

hereinafter called the Principal, and _____,
(Name of Surety)

located at _____,
(Address and Telephone Number of Surety)

hereinafter called the SURETY, are held and firmly bound unto THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, 7530 Little Road, New Port Richey, Florida 34654, (727) 847-2411, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter called the COUNTY, in the penal sum of _____ and 00/100 Dollars (\$_____) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written CONTRACT, entered into between the Principal and the COUNTY, for the WORK described, a copy of which said CONTRACT dated the _____ day of _____, 20__, is made a part hereof as if fully copied herein.

Now, therefore, the conditions of this obligation are such, that if the Principal shall In all respects comply with the terms and conditions of said CONTRACT, and his obligation thereunder, including the CONTRACT Documents which include the Notice to BIDDERS, Instructions to BIDDERS, SPECIAL PROVISIONS, PROPOSAL, BID BOND, Notice of Award, General Provisions, and SPECIFICATIONS therein referred to and made a part thereof, and such alterations as may be made in said SPECIFICATIONS as therein provided for, NOTICE TO PROCEED, CONTRACT BOND, and any CHANGE ORDER, Purchase Order, Task Order, or SUPPLEMENTAL AGREEMENT, and shall indemnify, defend, and save harmless the said COUNTY against and from all costs, expenses, damages, injury, or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Principals, agents, or employees, in the execution of performance of said CONTRACT, including errors in the plans furnished by the Principal, and further, if such CONTRACTOR or CONTRACTORS shall promptly make payments to all persons supplying him, them, or it, labor, MATERIAL, and supplies, used directly or indirectly by said CONTRACTOR, CONTRACTORS, SUBCONTRACTOR, or SUBCONTRACTORS in the prosecution of the WORK provided for in said CONTRACT, this obligation shall be void; otherwise,

the Principal and SURETY jointly and severally agree to pay to the COUNTY any difference between the sum to which the said Principal would be entitled on the completion of the CONTRACT, and that which the COUNTY may be obliged to pay for the completing of said WORK BY CONTRACT or otherwise, and any damages, direct or indirect, or consequential, which the said COUNTY may sustain on account of such WORK, or on account of the failure of the said CONTRACTOR to properly and in all things keep and execute all provisions of said CONTRACT.

And the said Principal and SURETY hereby further bind themselves, their successors, and executors, administrators, and assigns jointly and severally, that they will amply and fully protect the said COUNTY against, and will pay any and all amounts, damage costs, and judgements which may be recovered against or which the COUNTY may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said WORK, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Principal, or his agents or servants, or the improper performance of the said WORK by the Principal, or his agents or servants, or the failure to keep and execute all provisions of said CONTRACT or the infringements of any patent rights by reason of the use of any MATERIAL furnished, or WORK done; as aforesaid, or otherwise.

And the said Principal and SURETY hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the COUNTY any sum which the COUNTY may be compelled to pay because of any lien for labor or MATERIAL furnished for the WORK embraced by said CONTRACT, and the said SURETY, for value received, hereby stipulates and agrees that no change, purchase order, task order, extension of time, alterations, or additions to the terms of the CONTRACT or to the WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extensions of time, alterations, or additions to the WORK or to the SPECIFICATIONS.

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In testimony whereof, witness the hands and seals of the parties hereto this _____ day of _____, 20____, A.D.

(Contractor)

PRINCIPAL

ATTEST:

SURETY

WITNESS:

ADDRESS _____

CITY _____

STATE _____ ZIP _____

PHONE NO. _____

COUNTERSIGNERS:

BY:

Title

END OF SECTION

SECTION 00620

FLORIDA PAYMENT BOND

PROJECT: **Ridge Road Sanitary Landfill Gas Collection System Repairs and Modifications.**

BID NO. _____

PROJECT NO. _____

PROJECT LOCATION: _____

BOND NO. _____

BY THIS BOND, we _____
(Name of Contractor)

located at _____
(Address and Telephone Number of Contractor)

(hereinafter called the PRINCIPAL) and _____
(Name of Surety)

(hereinafter called the SURETY), located at _____
(Address and Telephone Number of Surety)

a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners of Pasco County, 7530 Little Road, New Port Richey, Florida 34654, (727) 847-2411 (hereinafter called the OWNER) in the sum of _____/100 Dollars (\$_____), for payment of which we bind ourselves, our heirs, our personal representatives, our successors, and our assignees jointly and severally.

WHEREAS, the PRINCIPAL and OWNER have reached a mutual agreement (hereinafter referred to as the CONTRACT) for the purpose of providing CONTRACTOR services for the subject project, said CONTRACT and CONTRACT Documents dated the

___ day of _____, 20___, being made a part of this BOND by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying the PRINCIPAL with labor, MATERIALS, or supplies as used directly or indirectly by the PRINCIPAL in the prosecution of the WORK provided for in the CONTRACT and CONTRACT Documents; and,
2. Shall pay the OWNER for all losses, damages, including any and all delay damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings that the OWNER sustains because of a default by the PRINCIPAL in contravention to the CONTRACT in regard to payment for such labor, MATERIALS, or supplies furnished to the PRINCIPAL.

Then this BOND is void. Otherwise, this BOND remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the CONTRACT and compliance or noncompliance with any formalities connected with the said CONTRACT or alterations which may be in terms of the said CONTRACT, or in the WORK to be done under it, or the giving by the OWNER of any extension of time for the performance of the said CONTRACT, or any other forbearance on the part of the OWNER of any extension of time for the performance of the said CONTRACT, or any other forbearance on the part of the OWNER or PRINCIPAL to the other, shall not in any way release the PRINCIPAL or SURETY, or either of them, their heirs, their personal representatives, their successors, or their assigns from liability hereunder, notice to the SURETY of any such changes, alterations, extensions, or forbearance being hereby waived.
2. Certain claimants seeking the protection of this BOND must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, MATERIALS, and supplies, as affects certain claimants, no legal action shall be instituted against the PRINCIPAL or SURETY on this BOND after one (1) year from the performance of labor or the completion of delivery of the MATERIALS or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND dated this _____ day of _____, 20__ (the date of issue by the SURETY or by the SURETY'S agent and the date of such agent's Power of Attorney).

ATTEST:

Witness

Witness

PRINCIPAL

BY: _____

Title: _____

Print Name

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-OR-

ATTEST:

Witness

Witness

BY: _____
As Attorney in Fact
(Attach Power)

Print Name

Business Address

Business Telephone

STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, hereby certify that on this _____ day of _____,

20____, before me personally appeared _____

and _____, (personally known to me or who has

produced _____ as identification) to be the person(s)

described in and who executed the foregoing instrument, and acknowledged the execution thereof to be a free act and deed for the uses and purposes therein mentioned.

Notary

My Commission Expires:

SURETY: _____

Printed Name _____

Business Address _____

ATTEST:

Witness

Witness

BY: _____
Authorized Signature

Printed Name

-OR-

ATTEST:

Witness

Witness

BY: _____
As Attorney in Fact
(Attach Power)

Printed Name

Agent's License Number

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____

COUNTY OF _____

I, the undersigned authority, hereby certify that on this _____ day of _____,

20____, before me personally appeared _____

and _____, (personally known to me or who

has produced _____ as identification) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution thereof to be a free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal and the date aforesaid.

Notary

My Commission Expires:

END OF SECTION

SECTION 01005

GENERAL REQUIREMENTS

PART 1 – GENERAL

1 SCOPE OF WORK

1.1 Description

1.1.1 The work to be completed consists of the furnishing of all labor, materials and equipment, and the performance of all work included under this Contract. The summary of the work is presented in Section 01014.

1.2 CONTRACTOR shall perform and complete the work in the manner best calculated to promote scheduled construction consistent with safety of life and property and to the satisfaction of the OWNER, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. CONTRACTOR shall repair or restore all property that may be damaged or disturbed during performance of the work.

1.3 The CONTRACTOR shall protect all public utility installations and structures from damage during the work. The CONTRACTOR shall so arrange operations as to avoid any damage to these facilities. Utilities and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults and all other appurtenances and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.

1.4 Where public utility installations or structures owned or controlled by the OWNER or other governmental entity are encountered during the course of the work, and are not indicated in the Specifications, and when, in the opinion of PCU, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by PCU, for the CONTRACTOR to accomplish. If such work is accomplished by the utility having jurisdiction, it will be carried out expeditiously and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the CONTRACTOR, it shall be authorized by the OWNER in writing and performed by methods approved by the Utility Owner. OWNER shall agree to compensate the CONTRACTOR for the work in a separate agreement.

1.5 The OWNER and other governmental utility departments and other owners of public utilities which may be affected by the work will be informed in writing by the CONTRACTOR within two weeks after the execution of the Contract covering the work.

2 MATERIALS AND EQUIPMENT

- 2.1 CONTRACTOR shall provide all fill material for backfilling and restore all disturbed areas.
- 2.2 The CONTRACTOR shall provide and maintain all equipment and tools as maybe necessary to perform in a satisfactory and acceptable manner all the work required by this contract.

3 TEMPORARY STRUCTURES

- 3.1 CONTRACTOR shall assume full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the OWNER from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.
- 3.2 If during the course of the work, it is necessary to remove or disturb any fence or part thereof, the CONTRACTOR shall, at its own expense, if so approved by PCU provide a suitable temporary fence which shall be maintained until the permanent fence is replaced at the CONTRACTOR'S cost and risk. The PCU shall approve the material to replace the permanent fence.

4 TEMPORARY UTILITIES

4.1 Temporary Electricity and Lighting:

- 4.1.1 CONTRACTOR shall arrange with utility company and OWNER to provide service required for power and lighting, and pay all costs for service and for power required for completion of the work. Shall provide adequate artificial lighting for all areas when natural light is not adequate for work, and for areas accessible to the public.

4.2 Temporary Ventilation:

- 4.2.1 CONTRACTOR shall provide temporary ventilation as required to maintain adequate environmental conditions to facilitate progress of the work.
- 4.2.2 CONTRACTOR shall pay all costs of installation, maintenance, operation and removal and for fuel consumed for all units used for this purpose.

4.3 Temporary Water:

- 4.3.1 CONTRATOR shall make all arrangements with the OWNER and pay for all water required for the performance of the work. Water connections may NOT be available onsite.

4.4 Temporary Sanitary Facilities:

- 4.4.1 CONTRACTOR shall provide all temporary sanitary facilities in compliance with all laws and regulations.
- 4.4.2 Shall service, clean and maintain such facilities and enclosures.

5 SAFETY

- 5.1 The CONTRACTOR shall be solely responsible for the condition of the project site, including safety of all persons and property during performance of the Work in accordance to the Contract Documents. Precautions shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed.
- 5.2 CONTRACTOR shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when people are employed on the work and shall adhere to all norms and regulations as further described in these specifications.

6 ADJACENT STRUCTURES AND LANDSCAPING

- 6.1 The CONTRACTOR shall also be entirely responsible and liable for all damage or injury as a result of CONTRACTOR operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work shall be considered when submitting bid.
- 6.2 CONTRACTOR is expressly advised that the protection of wetlands, structures, etc. and related work adjacent and in the vicinity of CONTRACTOR operations, wherever they may be, is solely the CONTRACTOR responsibility. Conditional inspection of wetlands or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be responsibility of the CONTRACTOR.

7 PROTECTION OF WORK AND PUBLIC

- 7.1 During the performance of the work, the CONTRACTOR shall set up and maintain at all times barriers and lights as will effectually prevent accidents. CONTRACTOR shall provide all barriers, caution signs and traffic signs at all places where the work cause obstructions to the normal traffic or constitutes in any way a hazard to the public.
- 7.2 CONTRACTOR shall comply with ordinances regulating the production and emission of smoke. No open fires or burning will be permitted onsite.
- 7.3 CONTRACTOR shall eliminate noise to as great an extent as practicable at all times and shall strictly observe all local regulations covering noise control.

8 CLEANING

- 8.1 During execution of work the CONTRACTOR shall at all times, keep the sites of the work and adjacent premises as free from material, debris and rubbish as it practicable and shall remove the same from any portion of the site if, in the opinion of PCU, such material, debris, or rubbish constitutes a nuisance or is objectionable.
- 8.2 The CONTRACTOR shall haul all surplus materials and temporary structures off site when no further need therefore develops.
- 8.3 CONTRACTOR shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance

GENERAL REQUIREMENTS

01005-3

resulting from damages thereof.

- 8.4 At the conclusion of the work, all tools, temporary structures and materials belonging to the CONTRACTOR shall be promptly taken away, and CONTRACTOR shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

9 USE OF CHEMICALS

- 9.1 All chemicals used during the performance of the work, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with Manufacturer's instructions and Local, State, and Federal regulations. Contractor must have all MSDS on hand of all chemicals used under this Contract.

END OF SECTION

SECTION 01014

SUMMARY OF WORK

PART 1 – GENERAL

1 RELATED SECTIONS

1.1 All Sections

2 LOCATION OF WORK

- 2.1 All work under this Contract is located on property owned by Pasco County, Florida. Work will be performed at the Ridge Road Sanitary Landfill located at the North-East Intersection of Ridge Road and Galen Wilson Blvd., in New Port Richey, Florida.

3 DESCRIPTION OF WORK

- 3.1 The scope consists of providing all materials, labor, permitting and all necessary ancillaries to complete rehabilitation Work at the Landfill as following but not limited to:

3.1.1 Well vaults abandonment:

3.1.1.1 Removal of flex hose and valve.

3.1.1.2 Relocation of wellhead above ground including: Extension of the 4-inch lateral, wellstring and flanging to existing flanged tee.

3.1.1.3 Capping of vaults by backfilling with stones and bentonite slurry as per Section 02221.

3.1.1.4 Clearing and grading as needed as per Section 02221.

3.1.1.5 Furnish and install 4" diameter bollards around each vault to protect equipment.

- 3.1.2 Decommissioning of Old Flare System: Contractor shall dismantle old flare system and shall transport apparatus to the West Pasco Class III Landfill located at 14606 Hays Road, Spring Hill, FL. Disposal charges will be paid by the Owner. The work shall also include the removal and re-positioning of existing polyethylene tank on the concrete slab.

- 3.1.3 Contractor shall furnish and install additional solid 6-inch SDR17 HDPE collection lines buried 30 inches from grade in location as shown in the attached sketch (Exhibit B) or otherwise approved by PCU to increase system flexibility including all necessary tie-ins via fittings and electrofusion collars to the existing 6-inch perforated collection line; as well as the installation of a condensate removal system (Dripleg) within 50 ft upstream of the flare systems for reliable operation. All pipes lying work shall include all fittings and accessories required to complete the Work.

- 3.1.4 Contractor shall furnish and install One (1) fully assembled skid mounted landfill gas candlestick flare including:

3.1.4.1 Equipment and accessories.

SUMMARY OF WORK

3.1.4.2 Site preparation as per Section 02100.

3.1.4.3 Contractor will be responsible to contract with a Structural Engineer to perform evaluation of the existing slab to determine if capable to support new equipment. Structural report shall be in detail and shall include recommendation. Report shall be sealed and signed by said Engineer.

3.1.4.4 Should the Structural Engineer consider that a new concrete slab is needed; Contractor shall then provide design and construct a new concrete slab for the new flare system. The concrete slab shall be designed by a structural Engineer licensed in the state of Florida (please refer to Section 03300). Contractor shall obtain all concrete tests done by a certified lab and results shall be approved by the structural engineer and submitted to PCU for review.

3.1.4.5 Electrical Work:

3.1.4.5.1 Electrical sealed drawings by a Professional Engineer for permitting purpose and construction.

3.1.4.5.2 Complete Control Rack/Control Panel including all wiring and power connections.

3.1.4.5.3 Replacement of security light fixture.

3.1.5 Furnish and Install one (1) pre-engineered 40-ft x 60-ft x 16-ft metal building enclosing the new flare system area including post and beam supports, site preparation as per Section 02100, construction and permitting drawings, and gravel base around the chainlink fence perimeter as per Section 02221. The building shall be designed and certified for the Florida Building Code 2007 with 2009 Amendments.

3.1.6 Furnish and install a 24-inch wide cantilevered sliding gate as per Exhibit B with high to match existing chainlink fence and including tie-ins to existing fence at the flare system enclosure.

3.2 Work performed by others:

3.2.1 Leachate and ground water pumping, hauling and disposal.

3.2.2 Geo-synthetic liner repair work.

3.2.3 Demolition and disposal of existing wooden fence.

PART 2 – PRODUCTS

1 GENERAL

1.1 Equipment furnished under this Contract shall be provided as specified in these specifications. All materials furnished by the Contractor shall be of the best, standards, and be of the highest quality. All workmanship shall be first-class.

1.2 All pipeline Materials and equipment provided under this Contract shall be as specified in these Contract documents.

- 1.3 Contractor shall furnish Skid Mounted Landfill Gas Candlestick Flare as follows:
- 1.3.1 One flare model CFT62216 or equal with peripheral equipment (capacity 750 SCFM of landfill gas at 30-50% methane content).
 - 1.3.1.1 The unit shall be designed and constructed to operate as a complete unit to minimize installation and start-up time; completely fabricated, assembled, pre-wired and tested prior to shipment.
 - 1.3.1.2 Stack to be delivered completely wired from the stack junction box to the thermocouples, UV eye and igniter. Also from the stack junction box to the main control and power panels.
 - 1.3.2 One 6 in. Shand & Jurs Model 94307 flame arrester or equal.
 - 1.3.3 One propane pilot assembly with automatic igniter system.
 - 1.3.4 One American Fan Model #7N-06-31.5N or equal multistage centrifugal landfill gas blower with 20 HP, 460 VAC, three phase motor with belt drive (blower rated for 800 SCFM @ 15 in. w.c. inlet vacuum and 10 in. w.c. discharge pressure).
 - 1.3.5 Associated instrumentation including vacuum, pressure and temperature gauges.
 - 1.3.6 One set of associated Flex Couplings.
 - 1.3.7 One 6 in. manual valve located at blower inlet.
 - 1.3.8 One 6 in. fail safe electric header valve.
 - 1.3.9 One 24 in. condensate knock out pot with 20 micron demister/filter, 6 in. inlet and 6 in. outlet, sight glass, level switch, and drain port.
 - 1.3.10 8ft. wide by 20 ft. long structural steel skid
 - 1.3.11 All skid components interconnecting piping and wiring.
 - 1.3.12 Two (2) copies of O & M Manual, cut sheets, and drawings
- 1.4 Contractor shall furnish and install one (1) control rack/Control Panel including:
- 1.4.1 Flame-Trol I relay-based automatic flare controller with blower amp meter and blower hours meter
 - 1.4.2 Blower motor control center with starters and circuit protectors
 - 1.4.3 Main power disconnect and step down transformer
 - 1.4.4 A FCI Flow meter Model ST98 or ST51 or a comparable model shall be provided with the rack. Also a Yokogawa paperless recorder (model FX106 or DX106) or a comparable model to record flame temperature and landfill gas flow.
- 1.5 Backfilling materials:
- 1.5.1 Materials for backfilling manholes: shall be with #57 stones and bentonite slurry as per Section 02221 or otherwise approved by PCU.

- 1.5.2 Materials for Flare Flooring area: shall be river gravel and weed barrier as per Section 02221.
- 1.6 Pre-engineered metal roof structure shall be as described in per Section 13123.
- 1.7 Contractor shall furnish and install Cantilevered gate as per Exhibit B.

PART 3 – EXECUTION

1 GENERAL

- 1.1 All work shall be performed in accordance with all applicable codes and specifications and to standards and equipment shall be installed as per manufacturer's instructions and designs. Contractor shall provide all equipment and personnel necessary to complete the work in an expeditious manner.
- 1.2 It shall be the Contractor's responsibility to perform any and all site surveys or investigations required prior to trenching to verify that the proposed path is clear of obstacles and to locate all existing underground utilities before commencing any underground work.
- 1.3 The Contractor shall conduct his operations in a manner that will not interrupt the station operations or vehicle traffic except as approved by PCU. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum.
- 1.4 Contractor shall comply with all regulations, norms and standards for safety and protection while working in a hazard environment with a high concentration of toxic gas and shall perform atmospheric testing to check for gas before accessing any of the manholes.
- 1.5 Moreover, Contractor shall furnish all necessary personal protective equipment for the employees working on the project and he shall have proper training in place for his employees and records of such training shall be provided to PCU prior commencing any Work for review.
- 1.6 Contractor shall provide site restoration as needed.
- 3.3 In addition, all Work performed under this contract shall be in compliance with OSHA regulations for personnel protection as needed.

2 WORK PROCEDURE

- 2.1 Well vaults abandonment:
 - 2.1.1 Contractor shall cap corrugated metal vaults (manholes) by backfilling with stones and shall abandon old 4-inch header tie-in via butt cap. Contractor shall relocate wellhead aboveground including raising of existing 4-inch lateral via elbow and riser. Contractor shall supply and install new flex hose, 105" LFG Specialties Wellhead or equal with lockable ball valve and adapters as part of the scope.

- 2.1.2 Manholes area shall be cleared and graded as necessary in accordance with Sections 02100 and 02221.
- 2.1.3 Manholes shall be backfilled with #57 stones and bentonite slurry as further described in these specifications in these documents and costs of materials shall included in the abandonment price. Contractor shall also provide and install 4-inch diameter and 32-inch high bollards filled with concrete evenly spaced at 3 feet maximum around each manhole and painted in yellow as per safety regulations and cost shall also be part of the abandonment price.
- 2.2 Installation of a new solid 6-inch SDR17 HDPE collection lines:
 - 2.2.1 Contractor shall run a new solid 6-inch SDR 17 HDPE collection gas lines tied-in to the existing perforated 6-inch HDPE gas lines and flare system via fittings and electrofusion collars as shown in the attached sketch (Exhibit A) or otherwise approved by PCU. These new gas lines shall include all necessary fittings, accessories and bedding materials.
 - 2.2.2 Landfill gas supply system must be properly engineered to provide a stable gas supply for the flare system to function properly. Design shall be provided by a Professional Engineer.
 - 2.2.3 Work shall also include installation of a condensate removal system (Dripleg) as shown in Exhibit B within 50 ft upstream of the flare systems for reliable operation. Any modification to the system shall be approved by the design Engineer and PCU in advance.
 - 2.2.4 Design Engineer shall inspect and approved all Work under this scope.
- 2.3 Decommissioning of old flare system and disposal:
 - 2.3.1 Contractor shall dismantle old flare system equipment and shall dispose it offsite as per the County's instructions.
- 2.4 Installation of Skid Mounted Landfill Gas Candlestick Flare system and Enclosures:
 - 2.4.1 Upon delivery, Contractor shall check closely for damage. Equipment shall be handled carefully during installation and work shall be performed as per Manufacturer's instructions and Contract documents.
 - 2.4.2 Contractor shall remove existing polyethylene holding tank for later repositioning and shall demo old concrete slab. Contractor shall perform site preparation as per Section 02100 and shall cast in place new concrete slab as per Structural Engineer's design. Please refer to Section 03300 for more details.
 - 2.4.3 Contractor shall install new system in place. Equipment manufacturer shall furnish an on site advisor during any aspect of the installation and erection or startup of the system as deemed necessary. Three (3) days minimum of start up assistance and training for utility flares system shall be provided with bid. Service personnel should be scheduled two weeks in advance for standard installation, erection, start-up or service work.
 - 2.4.4 All Electrical work shall be performed by certified personnel in compliance

with all Codes and Standards in effect. Please refer to Section 16010 for more details.

2.4.5 The flare system must be supplied power from a stable energy source with a voltage deviation of no more than 7%. A new security lighting fixture shall be also provided.

2.4.6 Contractor shall install the pre-engineered metal building and the Cantilevered sliding gate as per manufacturer's instructions as further described in these Contract documents.

3 WORK PROGRESS

3.1 The Contractor shall provide equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress what will insure the completion of the work within the time stipulated.

3.2 PCU will conduct interim inspections during the project period for regulatory compliance with the Contract Documents and all work shall be completed to the satisfaction of the COUNTY. Design Engineers shall provide final inspections and walk-thru to certify work has been performed as per designs and report shall be provided to PCU.

4 CLEAN-UP

4.1 During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residues resulting from the performing of the work and, at the conclusion of the work; he shall remove and haul away any surplus excavation, temporary structures, and any other remaining form of operation, and shall leave the entire site of the work in a neat and orderly condition.

5 SITE RESTORATION

5.1 Unless otherwise specified, fully and completely restore surface of all disturbed areas to like condition prior to the Work and shall provide for restoration as necessary.

5.2 Level off all waste disposal areas and clean up all areas used for storage of materials or temporary deposit of excavated earth. Remove all surplus material, tools and equipment.

5.3 Burning is not permitted.

6 WARRANTY

6.1 The Contractor shall warranty all work under these Specifications for a minimum period of one (1) year from defects and workmanship. Warranty period shall commence on the date that the Work is accepted by the County as complete. In addition, furnished equipment shall be provided with standard manufacturer's warranty. Contractor shall provide complete warranty information for each item to include product or equipment; date of beginning of warranty; duration of warranty; and names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.

END OF SECTION

SECTION 01040

COORDINATION OF WORK

PART 1 – GENERAL

1 RELATED SECTIONS

1.1 All Sections

2 PROJECT COORDINATION

2.1 The Contractor shall provide for the complete coordination of the work. This shall include but not necessarily be limited to coordination of the following:

2.1.1 Shall coordinate all work with PCU in advance. Scheduling shall be provided for approval prior commencing any work under this contract.

2.1.2 The work of subcontractors.

2.1.3 The flow of material and equipment from suppliers.

3 PRECONSTRUCTION CONFERENCE

3.1 Before any Work at the Site is started, a conference attended by PCU, Contractor, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss all schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

3.2 At this conference PCU and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

4 WORK SAFETY PROGRAM

4.1 The Contractor shall comply with all applicable Pasco County Utilities Safety requirements and other applicable Standards while on the job site for the entire duration of the Contract. Moreover, the Contractor shall have an established workplace safety program in place for the entire duration of work and training for his employees as previously stated in these documents.

4.2 The Contractor shall provide any necessary protection for equipment or personnel working in the vicinity of the Contractor's operations on the work site.

5 CONCURRENT OPERATIONS

5.1 Contractors work methods and procedures shall be planned in such a way as to prevent any impact on normal landfill operation. Any proposed change to the planned method shall be reviewed with PCU prior to the change, at which time it will

be determined whether Contractor will be required to provide revised methods, calculations, and data.

- 5.2 The scope of work requires that the Contractor shall cooperate and coordinate with PCU for the purpose of facilitating the accomplishment of this continuous concurrent operation. The Contractor and Pasco County Utilities personnel and representatives, shall be required to coordinate and cooperate on a daily basis in all matters relative to scheduling, access, and safety, so as to assure this continuous concurrent operation in the most expeditious and safe manner.

PART 2 – PRODUCTS

6 MATERIAL RECEIPT AND HANDLING

- 6.1 The Contractor shall be responsible for furnishing, delivering, maintaining and protecting, transferring, transporting on site, removal from storage, and installing or all materials used in the work until completion of the entire scope and its acceptance by PCU. Disposal of, and correction of, any defective and/or damaged material shall be as directed by PCU.
- 6.2 Expenses of correcting any damages sustained during initial handling or during subsequent staging, handling, or installing of materials by the Contractor shall be absorbed by the Contractor.

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1 RELATED SECTIONS

1.1 All Sections

2 SCOPE OF WORK

2.1 This section defines the work included in each bid item in the Proposal section (Section 00300) of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each bid item.

2.2 All prices included in the Bid Form of the Proposal will be full compensation for all materials, workmanship, parts, supervision, tools, equipment, and incidentals necessary to complete the Work specified in these Contract Documents.

2.3 Restoration is considered to be an integral part of the Work, and all bid prices shall include the cost of restoration necessitated by the Work related to that bid item. All existing structures and property including, but not limited to, paving, stabilized roads, lawns, trees and ground areas, walkways and irrigation systems that are altered, removed or damaged during construction, shall be restored to the same or better condition than existed prior to performing the Work specified herein. Cleanup is an integral part of restoration.

2.4 Contractor shall exercise care to preserve and protect existing facilities during all periods of the construction phase. All existing structures and private property including, but not limited to paving, stabilized roads, drainage piping and ditches, head walls, yard culverts, lawns, fences, trees, shrubs, ground areas, walkways, driveways, alleys, curbs, gutters, and irrigation systems that are altered, removed or damaged during construction and are not included in the proposed alterations of the new work, shall be restored to the same or better condition than existed prior to construction.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

1 MEASUREMENT AND PAYMENT- BASE BID ITEMS

1.1 Pay Item 1: Bonds and Insurance Allowance

1.1.1 Measurement: Measurement for payment of the lump sum price bid for Pay Item 1 shall be based on the actual cost for furnishing the appropriate bonds/insurance for the project.

1.1.2 Payment: Payment of the lump sum price for Pay Item 1 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by the PCU. Payment shall be full compensation for furnishing 100

MEASUREMENT AND PAYMENT

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percent Payment and Performance Bonds and the required insurance as per the Contract Documents.

1.2 Pay Item 2: Surveys and Engineering Allowance

1.2.1 Measurement: Measurement for payment Pay Item 2 shall be a lump sum price to provide experienced survey crew under the supervision of a Registered Surveyor required to perform all site surveys and as-built as well as any other engineering services or site assessment not covered by any other pay item and that might be needed to complete the Work as specified herein.

1.2.2 Payment: Payment of the lump sum price for Pay Item 2 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items covered by the lump sum price. Payment shall be full compensation for materials, equipment, labor and other direct costs.

1.3 Pay Item 3: Permits Allowance

1.3.1 Measurement: Measurement for payment of Item 3 shall be a lump sum price to provide all permits for the project including sealed drawings and application fees made to the corresponding permitting agency.

1.3.2 Payment: Payment of the lump sum price for Pay Item 3 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items covered by the lump sum price. Payment shall be full compensation for all costs related to the permits required to perform the Work as per Contract Documents and Codes.

1.4 Pay Item 4: Test Materials Allowance

1.4.1 Measurement: Measurement for payment of Item 4 shall be a lump sum price to provide all tests including concrete, density testing and any other test necessary for the completion of the project as per Special Provisions division ARTICLE SP - 2.

1.4.2 Payment: Payment of the lump sum price for Pay Item 4 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items covered by the lump sum price and shall constitute full compensation for all materials, labor, equipment and other direct costs to complete the testing.

1.5 Pay Item 5: Well Vaults Abandonment and Grading

1.5.1 Measurement: Measurement for Pay Item 5 shall be a lump sum price to perform all work related to the abandonment of each vault as stated in these documents measured by each completed unit in accordance to the Schedule of Values.

1.5.2 Payment: Payment of the lump sum price for Pay Item 5 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items covered by the lump sum price. Payment shall be full compensation for all materials, equipment,

workmanship, parts, loading, unloading, delivery, restoration, and all necessary ancillaries to complete the Work.

1.6 Pay Item 6: Decommissioning of Old Flare System

1.6.1 Measurement: Measurement for payment of the lump sum price bid for Pay Item 6 shall be based on the total cost for decommissioning of existing flare unit, and also the removing and re-positioning of the polyethylene tank.

1.6.2 Payment: Payment of the lump sum price for Pay Item 6 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items covered by the lump sum price; and shall be full compensation for materials, equipment, labor and other direct costs for all work necessary for the decommissioning as per Contract Documents.

1.7 Pay Item 7: Transportation changes of Old Flare Equipment

1.7.1 Measurement: Measurement for payment of Item 7 shall be a lump sum price to provide transportation of old flare system equipment to the West Pasco Class III Landfill located at 14606 Hays Road, Spring Hill, FL.

1.7.2 Payment: Payment of the lump sum price for Pay Item 7 shall be a one time payment made to the Contractor when work is complete as provided in the Schedule of Values and approved by PCU. Payment shall constitute full compensation for all transportation costs including loading, unloading, labor, equipment and fuel.

1.8 Pay Item 8: Furnish and install 6-Inch SDR 17 HDPE pipe and fittings

1.8.1 Measurement: Payment of Pay Item 8 shall be measured based on the furnished and installed lineal footage of 6-inch SDR 17 HDPE pipes including all fittings and accessories and bedding materials.

1.8.2 Payment: Payment of the unit price for Pay Item 7 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items; and shall be full compensation for materials including gas line bedding, equipment, labor and other direct costs to furnish and install the additional gas lines and all necessary appurtenances as per Contract Documents. The design and Engineer inspections for the additional gas lines and dripleg shall be paid under Pay Item 2.

1.9 Pay Item 9: Structural evaluation of existing concrete slab:

1.9.1 Measurement: Measurement for payment of Item 9 shall be a lump sum price to provide structural evaluation of existing concrete slab prior installing new equipment to determine capability to support load of the new system including sealed reports and recommendation.

1.9.2 Payment: Payment of the lump sum price for Pay Item 9 shall be a one time as approved by PCU when Work is complete as provided in the Schedule of Values. Payment shall be full compensation for all costs including professional fees and other direct costs needed to perform the Work.

1.10 Pay Item 10: Design and construction of one (1) new concrete slab:

- 1.10.1 Measurement: Measurement for Pay Item 10 shall be a lump sum price to perform all work related to the designing and construction of a new concrete slab to support the flare equipment as per Section 03300 measured by each completed unit in accordance with the Schedule of Values.
- 1.10.2 Payment: Payment of the lump sum price for Pay Item 10 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items covered by the lump sum price; and shall constitute full compensation for the design, materials, equipment, labor and other direct costs necessary to complete the Work as per Contract Documents.
- 1.11 Pay Item 11: Furnish and install one (1) complete fully assembled skid mounted landfill gas candlestick flare system
- 1.11.1 Measurement: Measurement for payment of the lump sum price bid for Pay Item 11 shall be based on the total cost to furnish and install the complete unit including all equipment as per the Summary of Work Section 01014 including control rack/control panel and all related electrical work as per Contract Documents.
- 1.11.2 Payment: Payment of the lump sum price for Pay Item 11 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items covered by the lump sum price; and shall be full compensation for materials, equipment, labor and other direct costs to furnish and install the unit and necessary appurtenances as per Contract Documents.
- 1.12 Pay Item 12: Furnish and install one (1) Pre-engineered Metal Roof Structure
- 1.12.1 Measurement: Measurement for payment of the lump sum price bid for Pay Item 12 shall be based on the total cost to design, furnish and install the complete metal unit as per Contract Documents including design and construction drawings as well as inspections.
- 1.12.2 Payment: Payment of the lump sum price for Pay Item 12 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items covered by the lump sum price; and shall be full compensation for materials, equipment, labor and other direct costs to design, furnish and install the unit with all necessary appurtenances as per Contract Documents.
- 1.13 Pay Item 13: Furnish and install a floor base of 4-Inch thick river gravel and weed barrier:
- 1.13.1 Measurement: Payment of Pay Item 13 shall be measured based on the furnished and installed square footage of 4-inch thick of materials (gravel and weed barrier) as per these specifications.
- 1.13.2 Payment: Payment of the unit price for Pay Item 13 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items; and shall be full compensation for materials, equipment, labor and other direct costs to complete the Work as per Contract Documents.

- 1.14 Pay Item 14: Furnish and install one (1) Cantilivered sliding gate:
- 1.14.1 Measurement: Measurement for payment of the lump sum price bid for Pay Item 14 shall be based on the total cost to furnish and install the gate as per Contract Documents.
 - 1.14.2 Payment: Payment of the lump sump price for Pay Item 14 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for completed items; and shall be full compensation for materials, equipment, labor and other direct costs to complete the Work as per Contract Documents.
- 1.15 Pay Item 15: Transportation of Excavated Municipal waste:
- 1.15.1 Measurement: Measurement for payment of the unit price bid for Pay Item 15 shall be based on the total cost per trip to transport the Municipal waste to the West Pasco Class I Landfill located at 14606 Hays Road, Spring Hill, FL as stated elsewhere in these Contract Documents.
 - 1.15.2 Payment: Payment of the unit price for Pay Item 15 shall be made in accordance with the Schedule of Values submitted by the Contractor and approved by PCU for the number of trips completed; and shall be full compensation for loading, unloading, equipment, labor, fuel, mileage and other direct costs to transport the waste as per Contract Documents. Disposal changes will be paid by the Owner.
- 1.16 Pay Item 16: Mobilization/Demobilization
- 1.16.1 Measurement: Measurement for payment of the Mobilization and Demobilization Pay Item 16 shall be one time lump sum price. Price shall not exceed 4% of the total of items 1 through 15.
 - 1.16.2 Payment: Payment for Pay Item 16 shall be a one time payment for furnishing all labor, materials, equipment, supplies and incidentals to mobilize and demobilize crew, equipment to and from the jobsite.
- 1.17 Pay Item 17: Contingency Allocation
- 1.17.1 Measurement: Measurement for payment of the lump sum of \$30,000.00 Dollars for Pay Item 17 shall be as agreed upon by Owner through PCU and the Contractor for additional work not covered by any other pay item.
 - 1.17.2 Payment: Payment for Pay Item 17 shall be made in accordance with the terms of the Contingency allocation through field order(s) for extra work authorized by PCU in writing and not included within the scope of Work. Total spent under this item shall not exceed the total to be paid for this item as stated in the Bid Form.

2 APPLICATION FOR PAYMENT

CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by PCU.

- 2.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by PCU, each month during construction as provided below or otherwise approved by the Owner. All progress payments will be on the basis of the progress of the Work measured by a schedule of values approved by PCU and the Contractor based on the number of units completed.
- 2.2 Retainage: Prior to Substantial Completion, retainage will be held in an amount indicated below:
- 2.2.1 Up to fifty (50) percent complete, retainage held will be ten (10) percent of "Total Earned to Date." "Total Earned to Date".
- 2.2.2 Above fifty (50) percent complete, the total retainage held may be reduced to five (5) percent of the "Total Contract Price" at the discretion of PCU, if satisfactory progress is maintained. Otherwise, the retainage held will be ten (10) percent of "Total Earned to Date" until final acceptance.
- 2.2.3 Upon substantial completion, the retainage may be reduced below five (5) percent to an amount necessary to assure final completion of the Work as determined and approved by PCU.
- 2.3 Final Payment: Upon final completion and acceptance of the Work in accordance with Contract Documents and after submission of all Closeout documentation as per Section 01700, OWNER shall pay the remainder of the Contract Price as recommended by PCU.
- 2.2 Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct payment application or invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.
- 2.3 The Board has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that Contractors providing goods and/or services to the Board receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (the Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of \$1.20 (one dollar and twenty cents). Please make your check payable to Paula O' Neil, Clerk of the Circuit Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.
- 2.4 Several payment options are available to successful Contractor, upon receipt of a proper invoice:
- 2.4.1 Check may be mailed to the remit address on the invoice. The check is mailed the day after Board approval.

- 2.4.2 Check may be picked up in Dade City after 1:00 pm. The Contractor must pick up the check the day after Board approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions and forms.
- 2.4.3 Payment may be wire-transferred to the Contractor's bank account. The Contractor must call (352) 521-4599 for detailed instructions and forms.

END OF SECTION

SECTION 01153

CHANGES IN THE WORK

1 – RELATED SECTIONS

1.01 All Sections

2 – GENERAL

2.01 PCU will prepare each Change Order and Field Order, for both additions and deletions, with attachments of revised Contract Documents to define details of the change in the Contract cost or time.

3 – CONTINGENCY ALLOWANCE:

3.01 Contractor agrees that a contingency allowance (CAWR), if any, is for the sole use of Owner to cover unanticipated costs and authorized in writing by PCU through Field Orders.

3.02 Prior to final payment, an appropriate Change Order will be issued as recommended by PCU to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

4 – CHANGE OF CONTRACT PRICE

4.01 The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to PCU and the other party to the Contract in accordance with the provisions of these Contract Documents.

4.02 The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

- A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved; or
- B. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily; or
- C. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached, will on the basis of the Cost of the Work plus a Contractor's fee for overhead and profit.
- D. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as mutually acceptable fixed fee.

5 – CHANGE OF CONTRACT TIMES

- 5.01 The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim, PCU and the other party to the Contract in accordance with these provisions.

6 – DELAYS

- 6.01 Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made thereof as provided in Paragraph 4. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- 6.02 If Owner, Engineer, or other contractors or utility owners performing other work for Owner or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 6.03 If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described herein.
- 6.04 Owner, Engineer, and their officers, directors, members, partners, employees, agents, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- 6.05 Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

END OF SECTION

SECTION 01300

SUBMITTALS

1 RELATED SECTIONS

- 1.1 All Sections

2 GENERAL

- 1.1 Upon approval of Contract by the Board of County Commissioners and after the time the contract time commences to run, Contractor shall submit to PCU for review the following:
- 1.2 Construction scheduling.
- 1.3 Shop/Construction drawings: All equipment layouts, interconnect details and foundations designs as applicable. Drawings shall outline field installation connections (location and size) and loading data.
- 1.4 Installation Drawing Details: All installation and civil work including foundations, equipment erection, main and interconnecting piping and wiring required for the Work.
- 1.5 Shall provide necessary manufacturer's data on the equipment as required for permit/license applications.

2 CONSTRUCTION SCHEDULING

- 2.1 Before Work is started, Contractor shall submit to PCU for review a schedule of the proposed construction operations. The construction schedule shall indicate the sequence of the Work, the time of starting and completion time of each part of the repair and equipment installation work.
- 2.2 Shall submit initial progress schedule in duplicate hard copies and computer generated. Shall also submit revised schedule showing original target schedule versus completed work on a bi-weekly basis or as directed by PCU.
- 2.3 Schedules shall show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Shall indicate the critical path, start, and finish, float dates and duration.
- 2.4 Shall also indicate estimated percentage of completion for each item of Work including all submittals.

3 SCHEDULE OF VALUES

SUBMITTALS

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- 3.1 Contractor shall prepare and submit to PCU a schedule of values covering each lump sum and unit price items. The schedule of values, showing the value of each kind of work, shall be acceptable to PCU before any application for payment is prepared. (See enclosed format sample in the Exhibit Section).
- 3.2 The sum of the items listed in the schedule of values shall equal the Contract price.

4 DRAWINGS

- 4.1 Contractor shall provide all structural sealed drawings for the metal roofing structure and concrete slab for permitting purpose and shop drawings for construction and these shall be designed, approved and sealed by a Structural Engineer licensed in the state of Florida. Structural drawings shall show all sections and construction details. Installation drawings shall be as per Manufacturer's instructions showing all erection and assembly details.
- 4.2 Contractor shall also provide all electrical drawings for permitting designed and sealed by an Electrical Engineer licensed in the state of Florida. These drawings shall include all fixtures to be installed and wiring details as applicable.
- 4.3 All sealed drawings shall be submitted to PCU for review first.

5 SAFETY PLAN

- 5.1 Prior commencing any work, the Contractor shall submit to the County a "Safety Plan" detailing all construction safety methods to be utilized by the Contractor while performing the Work in compliance with OSHA and other regulatory agencies having jurisdiction. Document shall outline procedures, coordination and controls of construction activities on the jobsite.

6 FINAL PROJECT RECORD DOCUMENTS

- 6.1 The purpose of the final project record documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of the work to proceed without lengthy and expensive site measurement, investigation, and examination.
- 6.2 Final submitted project documents shall consist of the following:
 - 6.2.1 Electronic - provide to PCU a CD, with final design documents attached. Documents shall indicate all revisions, clarifications and "As Built" conditions or recorded by the contractor and as reviewed and approved by the Design Engineers. Changes shall be clearly marked by "clouds" and in the appropriate spaces within the title block.
 - 6.2.2 Hard Copy - a full clean set in hard copy shall be submitted with the same criteria as outlined above.

7 AS BUILT DRAWINGS AND SURVEYS

- 7.1 Upon completion of the Work and prior application of final payment, Contractor shall furnish to PCU electronic files in a disk media and hard copies of full size as-built drawings to indicate final as-built data in accordance with the Contract Documents, proposed design and approved changes by Owner of the entire system installed under this Contract.
- 7.2 Each page of the as-built drawings shall bear the name, date and signature of the General Contractor responsible for the Work and the name, date and signature and seal of the registered professional who provided the drawings. The signatures shall certify that the as-built drawings do, in fact, reflect the true as-built conditions as located under the direct and supervision of a registered professional.
- 7.3 Contractor shall deliver the final version of the As-built drawings and surveys including electronic files and hard copies with a transmittal format previously stated.
- 7.4 The final as-built shall include all changes in the work including verbal field changes, addenda and field orders authorized by PCU.

8 OPERATING AND MAINTENANCE DATA

- 8.1 Contractor shall submit to PCU a compiled product data and related information appropriate for Owner's maintenance and operation of all equipment furnished by Contractor.
- 8.2 Data shall contain instructions for Owner's personnel in maintenance of products and in operation of equipment and system.
- 8.3 Shall furnish the Owner approved complete sets of Operation and Maintenance Manuals. Contractor shall furnish three (3) manuals in paper format and one (1) copy in electronic format (pdf format).
- 8.4 The preparation of operations and maintenance data shall be done by personnel who are trained and experienced in maintenance and operation of described products. Shall be familiar with requirements of this Section, a skilled and technical writer to the extend required to communicate essential data and skilled as draftsman competent to prepare required drawings when applicable.

9 WARRANTIES

- 9.1 Warranty statements for the Work shall be provided with or prior final payment application as directed by PCU.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

1 GENERAL

1.1 All submittals shall be accompanied by a transmittal coversheet with the following information:

1.1.1 Date of submittal

1.1.2 Project title and PCU No.

1.1.3 Contractor's name and Address.

1.1.4 Title and number of each submittal.

2 SUBMITTAL FORMAT

2.1.1 Operations and Maintenance Manuals/ Product Data and Catalogs:

2.1.1.1 Bound with hard covers or in commercial three-post heavy duty binders with a clear and durable plastic cover.

2.1.1.2 Paper size: 8-1/2 x 11 inches

2.1.2 Printed Drawings:

2.1.2.1 Full and half size drawings as per PCU's instructions.

2.1.3 Electronic files with drawings:

2.1.3.1 AutoCAD and PDF formats in disk media as per PCU's instructions.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

1 RELATED SECTIONS

1.1 All Sections

2 FINAL INSPECTION

2.1 When Contractor considers the Work is complete, he shall submit written certification to the PCU stating that:

2.1.1 Contract Documents have been reviewed.

2.1.2 Work has been inspected for compliance with Contract Documents and proposed design.

2.1.3 Work has been completed in accordance with Contract Documents.

2.1.4 Equipment and systems have been tested in presence of the PCU's authorized personnel and are operational.

2.1.5 Statement signed by the design Engineers for the structural and electrical certifying that work has been completed as per design.

2.2 PCU will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

2.2.1 Should PCU consider that the Work is incomplete or defective:

2.2.1.1 PCU will promptly notify the Contractor in writing, listing the incomplete or defective work.

2.2.1.2 Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to PCU that the Work is complete.

2.2.2 PCU will re-inspect Work.

2.2.3 When PCU finds that Work is acceptable under the Contract Documents and provided design, PCU shall the Contractor to make closeout submittals

3 CONTRACTOR'S CLOSEOUT SUBMITTALS TO PCU

3.1 Evidence of compliance with requirements of governing authorities

- 3.2 Project Record Documents and As Built Drawings as per Section 01300
- 3.3 Operating and Maintenance Data, Instructions to Owner's Personnel as per Section 01300.
- 3.4 Warranties and Bonds.
- 3.5 Spare Parts and Maintenance Materials.
- 3.6 Evidence of Payment and Release of Liens.
- 3.7 Contractor's Final Affidavit
- 3.8 Lien Waivers from Subcontractors and Suppliers.
- 3.9 Consent of Surety form the Bonding Company.
- 3.10 Contractor's Guarantee.
- 4 FINAL ADJUSTMENT OF ACCOUNT
 - 4.1 Contractor shall submit to PCU statement reflecting all adjustments to the Contract Sum:
 - 4.1.1 The Original Contract Sum.
 - 4.1.2 Additions and deductions resulting from:
 - 4.1.2.1 Previous Change Orders.
 - 4.1.2.2 Unit Prices
 - 4.1.2.3 Deductions for uncorrected Work.
 - 4.1.2.4 Penalties and Bonuses.
 - 4.1.2.5 Deductions for liquidated damages.
 - 4.1.2.6 Any other adjustments agreed by all parties.
 - 4.1.3 Total Contract Sum, as adjusted.
 - 4.1.4 Previous Payments.
 - 4.1.5 Sum remaining due.
 - 4.2 PCU will prepare a final Change Order, reflecting approved adjustments to the Contract Sum, which were not previously made by Change Orders.

5 FINAL APPLICATION FOR PAYMENT

5.1 Final Application for payment shall be as per the following conditions set forth in the "Standard General Conditions of the Construction Contract" of the Engineers Joint Contract Documents Committee 2007 version as following:

5.2 *Final Payment*

5.2.1 *Application for Payment:*

5.2.1.1 After Contractor has, in the opinion of PCU, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, and proposed design all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents, Contractor may make application for final payment following the procedure for progress payments.

5.2.1.2 The final Application for Payment shall be accompanied (except as previously delivered) by:

5.2.1.2.1 all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by the Contract Documents;

5.2.1.2.2 consent of the surety, if any, to final payment;

5.2.1.2.3 a list of all Claims against Owner that Contractor believes are unsettled; and

5.2.1.2.4 complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

5.2.1.3 In lieu of the releases or waivers of Liens specified in Paragraph 2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

5.2.2 PCU's Review of Application and Acceptance:

5.2.2.1 If, on the basis of PCU's observation of the Work during construction and final inspection, and PCU's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, PCU is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, PCU will, within ten days after receipt of the final Application for Payment, indicate in writing PCU's recommendation of payment and present the Application for Payment to Owner for payment. At the same time PCU will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 4.3.2 Otherwise, PCU will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

5.2.3 Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated herein.

5.3 Final Completion Delayed

5.3.1 If, through no fault of Contractor, final completion of the Work is significantly delayed, and if PCU so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of PCU, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted and the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to PCU with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

5.3.2 Waiver of Claims

5.3.2.1 The making and acceptance of final payment will constitute:

5.3.2.1.1 a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 4.2.1, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

5.3.2.1.2 a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

5.4 *Contractor's General Warranty and Guarantee*

- 5.4.1 Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. PCU and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- 5.4.2 Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 5.4.2.1 abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 5.4.2.2 normal wear and tear under normal usage.
- 5.4.3 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 5.4.3.1 observations by PCU;
 - 5.4.3.2 recommendation by PCU or payment by Owner of any progress or final payment;
 - 5.4.3.3 use or occupancy of the Work or any part thereof by Owner;
 - 5.4.3.4 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by PCU;
 - 5.4.3.5 any inspection, test, or approval by others; or
 - 5.4.3.6 any correction of defective Work by Owner.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

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AFFIDAVIT

STATE OF FLORIDA:
SS
COUNTY OF PASCO:

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared who, after being first duly sworn, upon oath deposes and says that all lienors contracting directly with or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged, and that all bills, wages, fees, claims, and other charges incurred by _____ in connection with the construction of _____ have been paid in full, except as noted below.

WITNESSES:

SIGNED: _____
BY: _____

SWORN AND SUBSCRIBED TO BEFORE ME this ____ day of _____, 20__.

Notary Public _____

State of Florida at Large
My Commission Expires _____

STATE OF FLORIDA:
SS
COUNTY OF PASCO:

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ for and in consideration of the sum of _____
_____ Dollars (\$_____) paid to _____

_____ by _____ receipt of which is hereby acknowledged do(es) hereby release and quit-claim _____ to _____ rights, claims, or demands of any kind whatsoever which _____

_____ now has (have) or might have against the property, building, and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the construction of _____

_____ thereon or in otherwise improving said property situated as above-described.

WITNESSES:

SIGNED: _____

TITLE: _____

SWORN AND SUBSCRIBED TO BEFORE ME this ____ day of _____, 20__.

Notary Public

State of Florida at Large
My Commission Expires _____

GUARANTEE

THE UNDERSIGNED _____
HEREBY GUARANTEES ALL WORK PERFORMED IN ACCORDANCE WITH TERMS OF THE
CONTRACT DATED _____ BETWEEN _____
_____AND _____ FOR WORK CONSISTING
OF _____AGAINST DEFECTS
DUE TO FAULTY WORKMANSHIP OR MATERIALS FOR A PERIOD OF THREE HUNDRED
SIXTY-FIVE (365) DAYS FROM DATE HEREOF. DURING THE PERIOD OF THE
GUARANTEE, THE CONTRACTOR AGREES TO MAKE ALL REPAIRS NECESSITATED BY
REASON OF FAULTY WORKMANSHIP OR MATERIALS AT NO COST TO THE OWNER;
SUBJECT TO THE FOLLOWING ADDITIONAL CONDITIONS:

- A) THIS GUARANTEE IS IN ADDITION TO FACTORY WARRANTIES COVERING
CERTAIN EQUIPMENT WHERE APPLICABLE UNDER CONTRACT.
- B) NOTHING HEREIN CONTAINED SHALL SERVE TO MODIFY OR LIMIT THE
OBLIGATIONS OF THE CONTRACTOR TO FAITHFULLY FULFILL AND
COMPLETE ITS OBLIGATIONS UNDER THE CONTRACT.
- C) SPECIFICALLY EXCLUDED FROM THIS GUARANTEE IS MAINTENANCE OF
EQUIPMENT OR REPAIR OF ANY DAMAGE CAUSED BY NORMAL WEAR AND
TEAR, FIRE, WINDSTORM, OR OTHER CASUALTIES.
- D) SPECIAL CONDITIONS:

WITNESSES:

SIGNED: _____
TITLE: _____

SWORN AND SUBSCRIBED TO BEFORE ME this ____ day of _____, 20__.

Notary Public _____

State of Florida at Large
My Commission Expires _____

SECTION 02100
SITE PREPARATION

PART 1 – GENERAL

1 RELATED SECTIONS

1.1 All Sections

2 CLEARING

- 1.1 Contractor shall furnish and provide all labor, equipment, tools and all necessary ancillaries to prepare the site for the concrete slab pouring and for placing gravel and weed barrier base where applicable. This Section covers clearing, stripping, and all site preparation as needed prior commencing Work.
- 1.2 The Contractor's attention is directed to any Local, State or Federal Soil Erosion Sediment Control and water discharge ordinances in force. The Contractor shall comply will all applicable sections of these ordinances and obtain all required permits when applicable.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

1 EXECUTION

1.1 CLEARING:

- 1.1.1 The area to be cleared shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish, pond inlets and all other objectionable obstructions resting on or protruding through the surface of the ground. Clearing operations shall be conducted to prevent damage to existing structures and installations.

1.2 STRIPPING:

- 1.2.1 The entire site to be covered by the Metal Structure and surrounded by the existing chainlink, shall be stripped and cleared of all remaining surface vegetation, root-laden topsoil before placing the river gravel and weed barrier as further described in these Contract documents.

1.3 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

- 1.3.1 The Contractor shall dispose of all material and debris from the clearing and stripping operation by hauling such material and debris off-site at no additional cost to the Owner or by other mean approved by the ENGINEER and PCU.

END OF SECTION

SECTION 02221

EARTH EXCAVATION, BACKFILL, FILL, AND GRADING

PART 1 - GENERAL

1 RELATED SECTIONS

1.1 All Sections

2. SCOPE OF WORK

- A. This section includes, except as elsewhere provided, all excavation for pipelines (gas lines) and appurtenances including drainage, filling, backfilling, grading, disposal of surplus material and restoration of trench surfaces.
- B. Excavation shall provide suitable room for installing pipe, structures and appurtenances.
- C. The Contractor shall be responsible for removing and disposing of all unsuitable material and for furnishing and installing clean, select fill.
- D. The Contractor shall furnish and place all sheeting, bracing and supports necessary to keep excavations dry and shall provide all sheeting, shoring and bracing necessary to protect adjacent structures and utilities or to minimize trench width, and shall remove from the excavation all materials which the Structural Engineer may deem unsuitable for backfilling. The bottom of the excavation shall be firm, dry and in all respects, acceptable with absolutely no standing water. The length of open trench shall be related closely to the rate of pipe laying. All excavation shall be made in open trenches.
- E. All pipe and fittings shall be clearly marked with the name or trademark of the manufacturer, the batch number, the location of the plant and strength designation, as applicable.

PART 2 - PRODUCTS

1 MATERIALS

A. General

- 1. Contractor shall use the suitable excavated materials to backfill the pipe trenches. In the event that more materials need to be used for use, these shall be as described below and costs shall be compensated under Pay Item 17 (Contingency).
- 2. Materials shall be furnished as required from off site sources and hauled to the site.
- 3. Disposal of unsuitable material is specified in this Section.

B. Common Fill

1. Common fill shall consist of mineral soil, free of organic material, loam, wood, trash and other objectionable material which may be compressible or which cannot be compacted properly. Common fill shall not contain stones larger than 4-in. in any dimension, broken concrete, masonry, rubble, or other similar materials. It shall have physical properties such that it can be readily spread and compacted during filling.
2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material, which in the opinion of the design Engineer is not suitable for reuse to backfill trenches; it may be used to fill voids in the landfill if approved by PCU and in compliance with EPA regulations as explained elsewhere in this Section.

C. Crushed Stones.

1. Crushed stone for pipe bedding and to backfill manholes shall be FDOT No. 57. Stones for pipe bedding shall be compacted to a minimum of 100% of AASHTO T-99.

D. Select Fill

1. Select fill shall be noncohesive, non-plastic material free of all debris, lumps or clods. Fill material shall be clean earth fill composed of sand or an approved mixture of clay and sand. Backfill material placed within one foot of piping and appurtenances shall not contain any stones or rocks larger than 2 inches in diameter.

E. Bentonite Slurry

1. Bentonite Slurry shall be a combination of Bentonite powder and water. Mixture shall be approved by the design Engineer and copy of approval shall be submitted to PCU for review.

F. River Gravel

1. Gravel shall be washed stones sizes from $\frac{3}{4}$ " to 1- $\frac{1}{2}$ " placed on a cleared compacted sub-base.

G. Weed Barrier

1. Weed barrier shall be of 15 mils minimum and with at least 5 years warranty.

PART 3 - EXECUTION

1. DISPOSAL OF MATERIALS

- A. Excavated material shall be stacked without excessive surcharge on the trench bank. Inconvenience to traffic and abutters shall be avoided as much as possible. Excavated material shall be segregated for use in backfilling as specified below.
- B. Surplus excavated material which, in the opinion of the design Engineer, is suitable for use in backfilling trenches or for replacing rock and boulders shall be stockpiled at a satisfactory site to be obtained by the Contractor to be used as required. Unsatisfactory surplus material including paving, clay, muck, stumps and other material may be used for backfilling voids in the Landfill as directed by the Engineer and approved by PCU. Excavated municipal waste shall be transported to the West Pasco Class I Landfill by the Contractor and charges for transportation shall be paid under Pay Item 15.
- C. It is expressly understood that no excavated material shall be removed from the site of the work or disposed of by the Contractor except as directed by the design Engineer.
- D. Should conditions make it impracticable or unsafe to stack material adjacent to the trench, the material shall be hauled and stored at other location provided within the Landfill as directed by Engineer and approved by PCU. When required, it shall be rehandled and used in backfilling the trench. No extra compensation will be made for rehandling material.

2. SHEETING AND BRACING

- A. The Contractor shall furnish, put in place, and maintain sheeting and bracing required to support the sides of the excavation and prevent loss of ground which could damage or delay the work or endanger adjacent structures. If the Engineer is of the opinion that at any point sufficient or proper supports have not been provided, he may order additional supports placed at the expense of the Contractor from his responsibility for the sufficiency of such supports. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.

3. TEST PITS

- A. The Contractor may be required to excavate test pits for the purpose of locating underground utilities or structures as an aid in establishing the precise location of new work. Test pits shall be backfilled as soon as the desired information has been obtained. The backfilled surface shall be maintained in a satisfactory condition for travel until resurfaced as hereinafter specified.
- B. Excavation of test pits shall be considered work incidental to the project and shall be done at the Contractor's expense.
- C. If, for any reason, a test pit is left open for any period of time, it shall be properly barricaded and lighted in accordance with State and Local laws.

4. TRENCH EXCAVATION

- A. Excavation shall be made for all trenches which are required for the installation of the gas line pipes.
- B. The trench may be excavated by machinery to, or just below the designated subgrade provided that the material remaining in the bottom of the trench is no more than slightly disturbed.
- C. Rock shall be removed to a minimum of 4-inch clearance around the bottom and sides of the pipe being laid.
- D. The trench bottom should be constructed to provide a firm, stable and uniform support for the full length of the pipe. Bell holes should be provided at each joint to permit proper assembly and pipe support. Any part of the trench bottom excavated below grade should be backfilled to grade and should be compacted as required to provide firm pipe support.
- E. When an unstable subgrade condition is encountered that could provide inadequate pipe support, additional trench depth should be excavated and refilled with suitable foundation material. Ledge rock, boulders, and large stones should be removed to provide 4-inches of soil cushion of all sides of the pipe and accessories.

5. PIPE BEDDING

- A. Pipe should be installed with proper bedding providing uniform longitudinal support under the pipe. Backfill material should be worked under the sides of the pipe to provide satisfactory support under the haunches of the pipe. All pipe bedding material should be select fill. Sharp stones and crushed rock (larger than 3/4-in.), which could cause significant scratching or abrasion of the pipe, should be excluded from the embedment material. Proper compaction procedures should be exercised.
- B. Where required to provide dry, firm bedding, compacted crushed stone shall be provided from a depth of 12" below the pipe up to the pipe haunches.

6. BACKFILLING

- A. As soon as practicable after the pipe has been laid, joined and bedded, backfilling shall begin and work performed expeditiously.
- B. Select backfill material free from stones and other foreign material shall be placed in 6-inch lifts to a depth of 2 feet over the top of the pipe. Backfill shall be thoroughly compacted by hand-tamping as placed. The remainder of the trench shall be backfilled in loose 12" lifts of common or structural fill as applicable.
- C. Any space remaining between the pipe and side of the trench shall be packed full by hand shovel with select fill, free from stones having a diameter greater than 2-in., and thoroughly compacted with a tamper up to a level of one (1) foot above the top of the pipe.

- D. The filling shall be carried up evenly on both sides of the pipe with at least one person tamping for each person shoveling material into the trench.
- E. All fill shall be placed in a dry condition.

7. GRADING

- A. All excavated areas and for placing of concrete and slab and stone base including Vaults (manholes) area, shall be properly graded. All unacceptable material encountered, or whatever nature within the limits indicated, shall be removed and disposed of as directed.
- C. In cuts, all loose or protruding rocks on the back slopes shall be jarred loose or otherwise removed to line or finished grade of slope. All cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the design drawings prepared by the design Engineer of the gas lines.

END OF SECTION

SECTION 03300

CONCRETE WORK

PART 1 - GENERAL

1 RELATED SECTIONS

1.1 All Sections

2 SCOPE OF WORK

- A. The work shall include the furnishing of all materials, equipment and labor required to design and construct a continuous solid concrete slab as per Structural design and specifications for thickness, rebar and anchors.
- B. Before commencing any concrete work, Contractor shall submit to the County the construction drawings designed and sealed by the Structural Engineer for review.

PART 2 - PRODUCTS

1 CONCRETE MIX

- A. Prior to placing any concrete, the Contractor shall submit to the County a design mix, calculated by a recognized testing laboratory and using the appropriate aggregates to produce the workable mix of the desired strength and approved by the Structural Engineer.
- B. Reinforcing steel shall comply with the ASTM Provisions. Bar bending and placement shall comply with the latest ACI Standards.

PART 3 - EXECUTION

1 PROCEDURE

- A. Foundation shall be cast on prepared subsurface as per Section 02100 in same location of existing slab as indicated on drawings and per Structural Engineer's design. Slab shall be cast in manner to ensure that equipment will be leveled when placed in its final position.

END OF SECTION

SECTION 11170

FLARE SYSTEM

PART 1 – GENERAL

1 RELATED SECTIONS

1.1 All Sections

2 CODES

2.1 System shall comply with all Quality Control Procedures as outlined by the applicable national codes and standards adhered to in the design, engineering, manufacture, assembly and test of the equipment, including but not limited to:

2.1.1	Structural Design	-----	AISC
2.1.2	Drawings	-----	ANSI S5.1
2.1.3	Fabrication (welding)	-----	AWS
2.1.4	Electrical (components)	-----	UL
	(wiring)	-----	NEC
2.1.5	Painting, Sandblast	-----	SSPL, SP-6

PART 2 – PRODUCTS

1 GENERAL

1.1 Equipment furnished under this Contract shall be provided as specified in these specifications. All materials furnished by the Contractor shall be of the best, standards, and be of the highest quality. All workmanship shall be first-class.

2 EQUIPMENT

2.1 Contractor shall furnish and install a landfill methane flare system with control rack and related peripheral equipment as specified in these Contract documents.

2.2 Candlestick Flare Technical Data:

2.3.1 Gas Composition

2.3.1.1 30-50% CH₄, Remainder – CO₂ Air, Inerts (gas compositions greater than 50% CH₄ will result in a radiation level greater than 500BTU/ft² at 6 ft. elevation)

2.3.1.2 H₂S to be less than 1000 ppm

2.3.1.3 O₂ to be less than 5%

2.3.2 Temp/Pres: 100°F, 12 in. w.c.

2.3.3 Flare Size: 6-in. tip, 22X ft. overall height flare

EQUIPMENT: FLARE SYSTEM

11170-1

- 2.3.4 A minimum distance from power lines and structures of 4 times the stack height must be maintained around the flare.
- 2.3.5 Destruction efficiency at design flow with gas methane content 30 to 50% - 98% overall destruction of total hydrocarbons (per the US EPA AP-42)
- 2.3.6 Shall meet E.P.A. emission standards for landfill gas disposal in utility "candle type" flares.
- 2.3.7 Flare shall be designed in accordance with the United States Environmental Protection Agency (EPA) established criteria for open flares, 40 CFR 60.18
- 2.3.8 Minimum methane content required maintaining stable flame and 98% destruction efficiency – 30%
- 2.3.9 Flow/Emissions (expected) at maximum flow, 50% methane content and 1400°F combustion temperature:
- | | | |
|-----|-------|-------------|
| N2 | 73.5 | % vol. |
| O2 | 13.6 | % vol. |
| CO2 | 6.0 | % vol. |
| H2O | 6.9 | % vol. |
| NOX | 0.068 | lbs./MMBTU* |
| CO | 0.37 | lbs./MMBTU* |
- *Per the US EPA AP-42 Supplement D, Table 13.5-1
- 2.3.10 Pressure loss through the flare, from the inlet flange through the flare stack, will typically be less than 10" w.c.
- 2.3.11 All utility flare units are designed and constructed to meet Seismic zone 4 guidelines and 100- mph wind loading requirements (per ASCE 7-88, Exp. C).
- 2.3.12 Flow Ranges: The Flare stack shall have a flow turndown ratio of 10:1 based on BTU content.

PART 3 – EXECUTION

1 GENERAL

- 1.1 Contractor shall furnish and install all the Equipment and Services as outlined in these documents. Equipment will be fully fabricated, painted and tested as described herein at the Manufacturer's facility.
- 1.2 Contractor shall supply equipment and installation advisory service as described herein.
- 1.3 Equipment shall be installed as per Manufacturer's instructions and as per all Codes and regulation having jurisdiction.

- 1.4 Equipment manufacturer shall furnish an on site advisor during any aspect of the installation and erection or startup of our equipment deemed necessary by PCU for 3 days of start up assistance and training for utility flares. Service personnel should be scheduled two weeks in advance for standard installation, erection, start-up or service work.

2 EQUIPMENT WARRANTY:

- 2.1 Contractor shall guaranty Equipment as outlined and specified in these Contract Documents for the period of twelve (12) months from date of acceptance by the County.
- 2.2 Along with standard Material, Workmanship and Performance Warranties outlined in these documents, the equipment shall meet present E.P.A. emission standards when installed and operated in accordance with specified design conditions.

3 QUALITY CONTROL STANDARDS:

- 3.1 Equipment fabrication, assembly and subassemblies shall be directed and inspected for quality control standards.

3.1.1 The nondestructive testing equipment shall include:

Welding	-----	100% visual inspection
Dimensional	-----	All dimensions to drawings, correct position and sizing of all connects
Piping	-----	100% visual inspection (in/out)
Painting	-----	Visual inspection/instrument check using microtest coating thickness gauge
Wiring	-----	Functional Check
Controls	-----	Functional check, process simulation

4 SUBMITTALS:

- 4.1 Full submittal documentation on the equipment; including mechanical and electrical drawings and component cut sheets shall be provided to PCU for review. For equipment support, a complete Operation & Maintenance Manual shall be included with each unit. All submittals shall be provided as per Section 01300.

END OF SECTION

SECTION 13123

PRE-ENGINEERED METAL BUILDING

PART 1 – GENERAL

1 RELATED SECTIONS

1.1 All Sections

2 SCOPE OF WORK

2.1 Contractor shall furnish all labor, materials, equipment and incidentals required and design, fabricate, deliver to site and erect the pre-engineered metal building covering the Flare System area as specified herein.

2.2 Minimum requirements:

Bldg. Type:	GS	Roof Cover:	26 Gauge galvalume "PBR" panel profile
Width:	45'	Wall Cover:	"As shown on drawings"
Length:	60'	Design Load:	Comply with current edition IBC 125MPH
Height:	16'	Trim:	Gutter and downspouts both sides
Roof Slope:	1:12	Primer:	Red Oxide
Bay Spacing:			3 at 20'

2.3 The pre-engineered metal building shall be designed, furnished and installed complete with all foundations, structural steel frame members, bracing, purlins, girts, eave struts, supplementary framing, roof panels, gutters, downspouts, caulking, sealants, anchor bolts and all accessories herein.

2.4 Footings for the building columns and masonry walls shall be as specified by the Structural Engineer, who is registered in the State of Florida. All shall also include all building certifications that might be needed.

2.5 The metal roof shall have a timber details as per the attached drawings for the flare pole.

3 SUBMITTALS

3.1 Contractor shall submit in accordance with Section 01300, for review by PCU, complete plans showing superstructure column lines set to coordinate with concrete pilaster dimensions shown signed and sealed by the Structural Engineer. Shall indicate also anchor bolt locations and reactions for all load cases, at all columns.

PART 1 – PRODUCTS

1 MATERIALS

1.1 The building will be designed and certified for the Florida Building Code 2007 with 2009 Amendments, 12/20:125 mph wind exposure "B", and #5 collateral load

PRE-ENGINEERED METAL BUILDING

included. The building shall be classified as open. Both endwalls shall be non expandable frames. All walls shall be open as shown on drawings. No cross allowed special bracing required (portal frames) for open access.

- 1.2 Roof panels shall be 26 gauge unpainted galvalume "PBR" screw down with Zac long life fasteners. All trim material shall be 26 gauge Metallic standard color. Primary and secondary frames shall be standard Red Oxide primer
- 1.3 Building shall be provided with standard specifications, framing accessories and flashing methods, ZAC or COLOR FIXX self drilling screws shall be provided for roof attachment.
- 1.4 Trim, gutter and downspout colors shall be standards available.

PART 3 – EXECUTION

1 INSTALLATION

- 1.1 Contractor shall furnish and install building components. He shall inspect materials upon delivery for damages.
- 1.2 Erection shall be provided by an experienced crew proficient in the installation of this type of building.
- 1.3 All structural work shall be inspected by the Structural Engineer for compliance with design and regulatory agencies having jurisdiction.

2 WARRANTY

- 2.1 A five year weathertightness warranty on workmanship shall be included.

END OF SECTION

SECTION 16010
ELECTRICAL REQUIREMENTS

PART 1 – GENERAL

2 RELATED SECTIONS

2.1 All Sections

3 CODES

3.1 Electrical work shall be in conformance with the latest adopted version of the following as applicable:

3.1.1	NFPA 70	National Electric Code
3.1.2	NFPA 110	Standard for Emergency and Standby Power Systems
3.1.3	SBC	Standard Building Code
3.1.4	NFPA 101	Life Safety Code

4 ELECTRICAL INSTALLATIONS

4.1 Contractor shall provide all labor and materials to performed the following:

4.1.1 Removal and installation of security light fixture.

4.1.2 Removal and installation of the control panel.

4.1.3 Contractor shall provide all electrical connections and terminations necessary for the Work.

4.2 All installation shall comply with all applicable rules and regulations of local and state laws and ordinances. Include in the work, without extra cost, any labor, materials, services, permitting, apparatus and drawings required to comply with all applicable laws, ordinances, rules and regulations. Contractor shall also inform PCU about any work or materials which conflict with any of the applicable codes, standards, laws, and regulations before commencing any work.

4.3 Contractor shall verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

4.4 Contractor shall make a thorough examination of the site prior commencing any electrical work. No claim for extra compensation will be recognized if difficulties are encountered which an examination of site conditions prior to executing contract would have revealed.

4.5 Shall verify all dimensions by field measurements.

ELECTRICAL REQUIREMENTS

- 4.6 Install electrical equipment to facilitate maintenance and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
- 4.7 Coordinate the installation of electrical materials and equipment above ceilings with suspension system, mechanical equipment and systems, and structural components.
- 4.8 All existing and new conduit/raceways within the project area shall be properly supported. Add support to existing conduit as required to comply with the NEC.

5 SUBMITTALS

- 5.1 Contractor shall prepare listing of major electrical materials for the project and submit this listing as part of the submittal requirement specified in Section 01300.

6 WARRANTIES

- 6.1 Contractor shall provide complete warranty information for each item to include product or equipment installed as applicable; date of beginning of warranty; duration of warranty; and names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.

END OF SECTION

ELECTRICAL REQUIREMENTS

EXHIBITS

Exhibits A: Forms
Exhibits B: Drawings

EXHIBIT A

Bid No. _____

PCU Project No. _____

CAWR
No. _____

**PASCO COUNTY UTILITIES
CONTINGENCY ALLOCATION WORK REQUEST**

Project: _____

ENGINEER: _____

Contractor: _____

Initiated by: Pasco County Utilities

Date: _____

Description of Requested Work

**THIS WORK WILL INCREASE THE COST OF THE PROJECT BY
SUPPORTING DOCUMENTATION ATTACHED**

The above-described changes in the scope of work and the further details as may be attached shall be constructed by the contractor subject to the contract specifications and/or attachments and will be paid from the Contingency Allocation Fund as provided in the Contract Documents.

Approved by:

(Contractor) _____

Date: _____

(ENGINEER) _____

Date: _____

(PCU) _____

Date: _____

PCU File: 09-026.00.C.4.2

EXHIBIT A

**PASCO COUNTY UTILITIES SERVICES BRANCH
CONTRACTOR'S APPLICATION FOR PAYMENT**

PROJECT NAME

Work Order Number	_____	Date	_____	Payment Number	_____
Application Period	From	_____	To	_____	_____
Project Name	_____				
Project Number	_____			PCU No.	_____
Owner:	Pasco County Board of County Commissioners			Phone No.	727-847-8040
Engineer:	_____			Phone No.	_____
Contractor:	_____			Phone No.	_____
<u>Contract Data</u>			<u>Change Orders</u>		
Work Order Approval Date	_____	No.	_____	Date	_____
Notice to Proceed	_____	No.	_____	Date	_____
Calendar Days to Completion	_____	No.	_____	Date	_____
Original Completion Date	_____	No.	_____	Date	_____
Days Extension to Date	_____	No.	_____	Date	_____
New Completion Date	_____	No.	_____	Date	_____
Original Work Order Amount	_____	<u>Summary of Project Status</u>			
Adjustments to Date	_____	Total Work Completed			
Revised Work Order Amount	_____	Less Retainage 10%			
Percentage Complete (Work)	_____	Balance			
Percentage Complete (Time)	_____	Less Previous Payments			
		Amount Due This Period			

Contractor's Certification

As the authorized agent for the Contractor, I, the undersigned hereby certify that this is a true and correct statement of work performed and materials received/provided for the application period stated above and all work has been performed in accordance with the As-Needed Miscellaneous Pipeline Construction Contract approved by the Board of County Commissioners on December 16, 2003. I further certify that the Contractor has good title for all materials provided under this Application for Payment, and there are no vendor's liens, or other liens or rights to liens against this project, and that all previous payment requests received under this Contract have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment, and that hourly wages paid to all employees on this project for the period of this Application are in accordance with the requirements of the Contract Documents.

Submitted for Payment:

(Contractor)

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Recommended for Payment:

Pasco County Utilities Department
(Inspector)

By: _____
(Signature)

Name: ???????, Const. Proj. Supv.
(Print or Type)

Date: _____

Recommended for Payment:

(Design Professional)

By: _____
(Signature)

Name: ???????, Design Professional
(Print or Type)

Date: _____

Approved for Payment:

Pasco County Board of County Commissioners
(Owner)

By: _____
(Signature)

Name: Bruce E. Kennedy, P.E., ACA Utilities Services
(Print or Type)

Date: _____

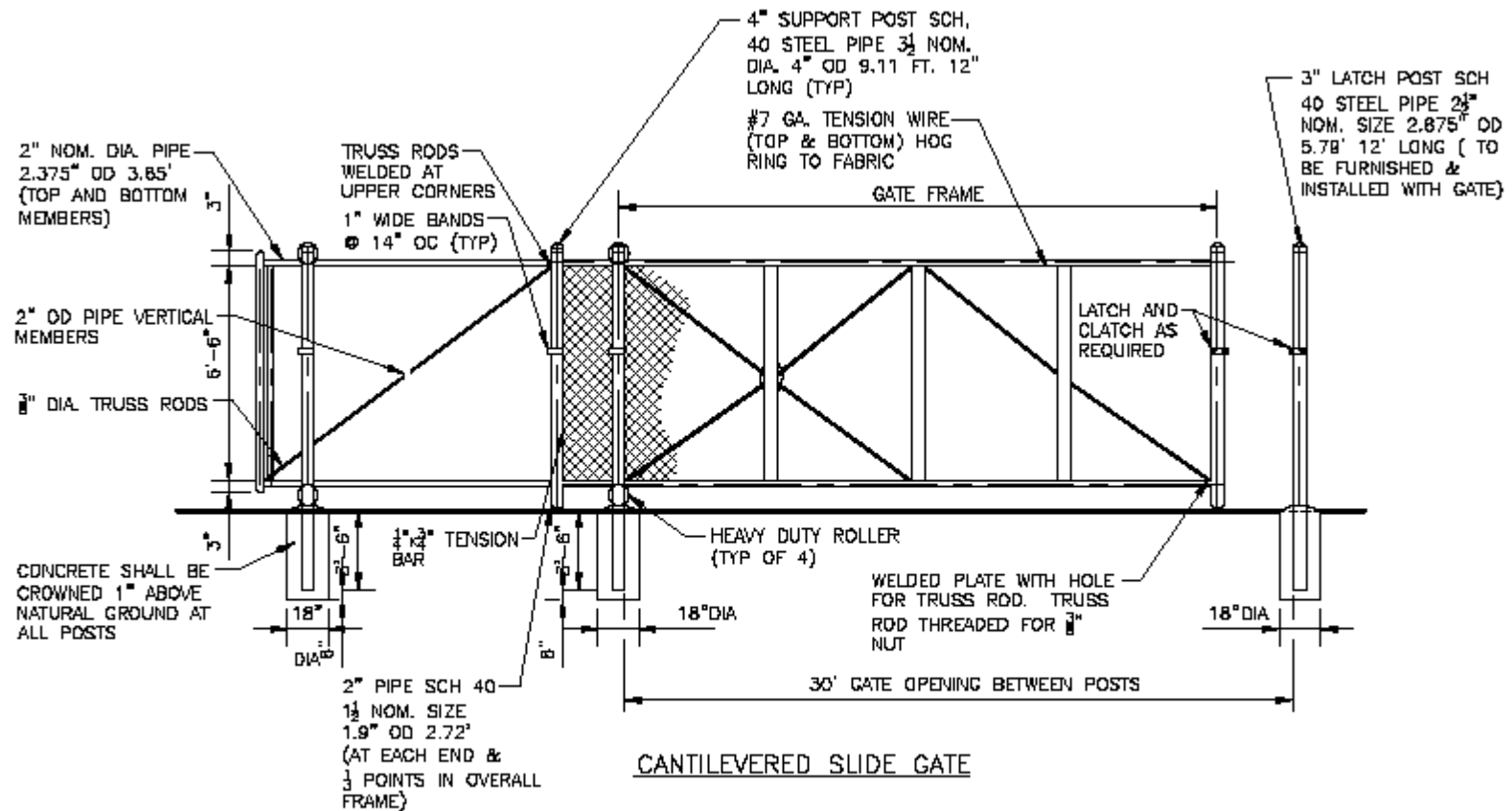
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EXHIBITS B

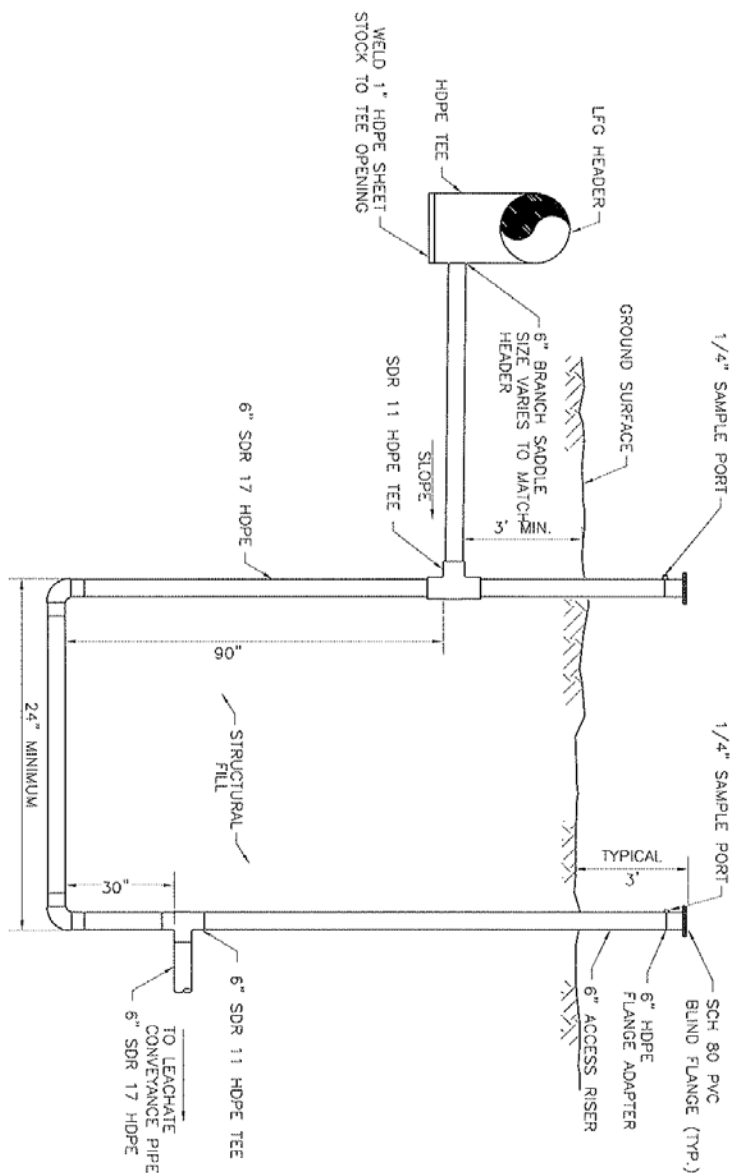
(Drawings are for information only)

- 1 CANTILEVERED SLIDING GATE DETAILS
- 2 CONDENSATE REMOVAL SYSTEM (DRIPLEG) DETAILS
- 3 PROPOSED ADDITIONAL COLLECTION LINE INSTALLATION DETAILS
- 4 EQUIPMENT BUILDING: PRE-ENGINEERED METAL ROOFING BUILDING
- 5 RECORDS DRAWINGS

EXHIBIT B



(FOR INFORMATION ONLY)



CONDENSATE DRIPLEG

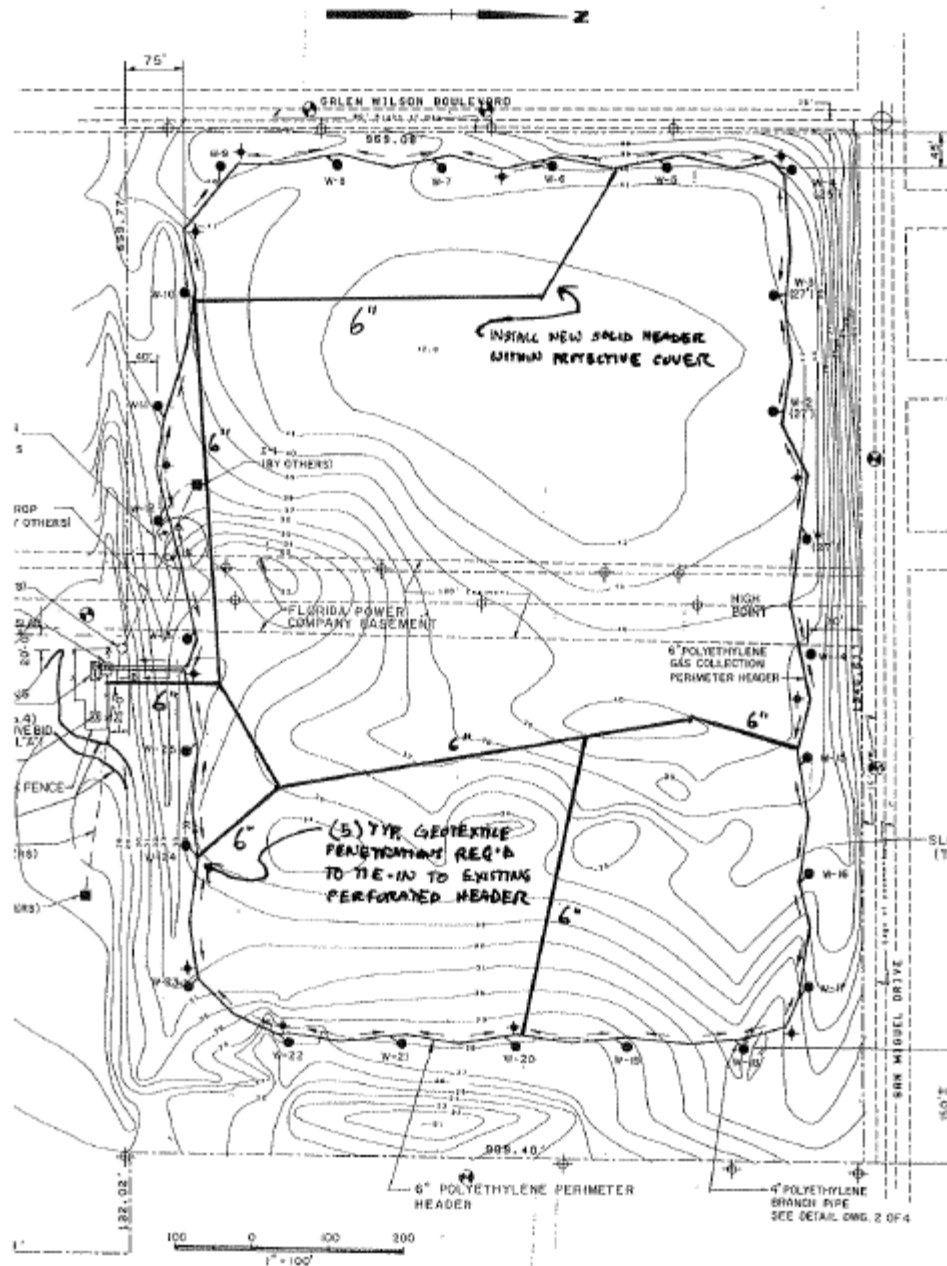
DETAIL

SCALE: NOT TO SCALE

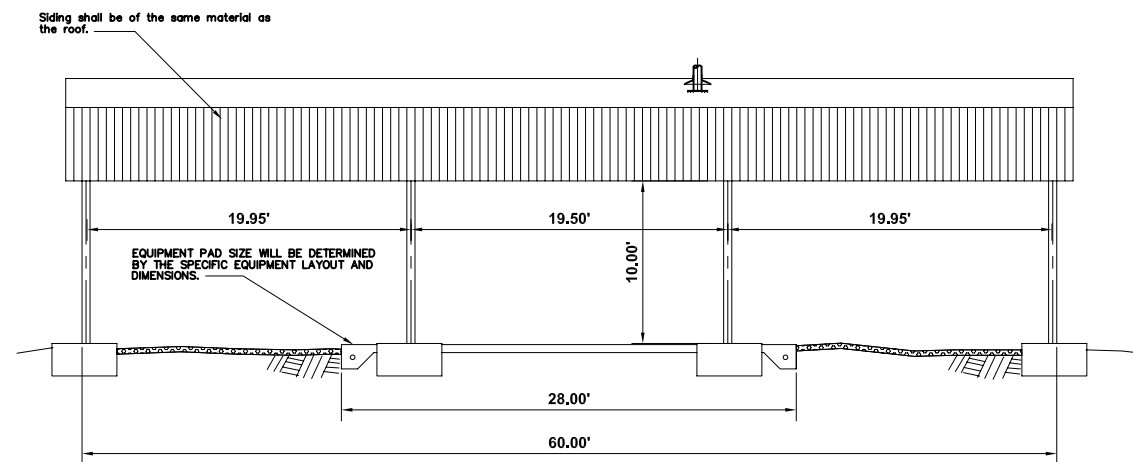
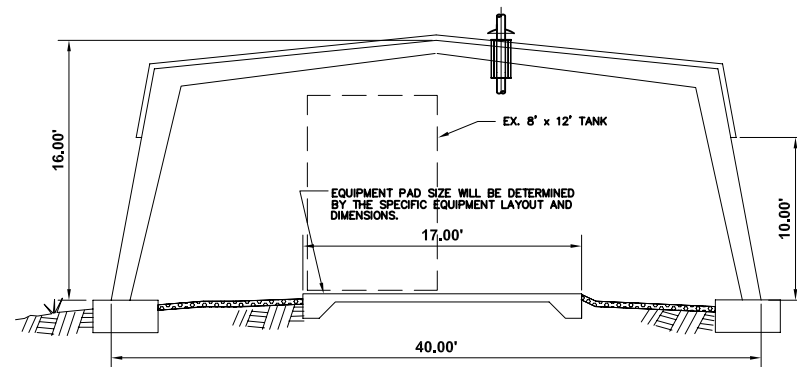
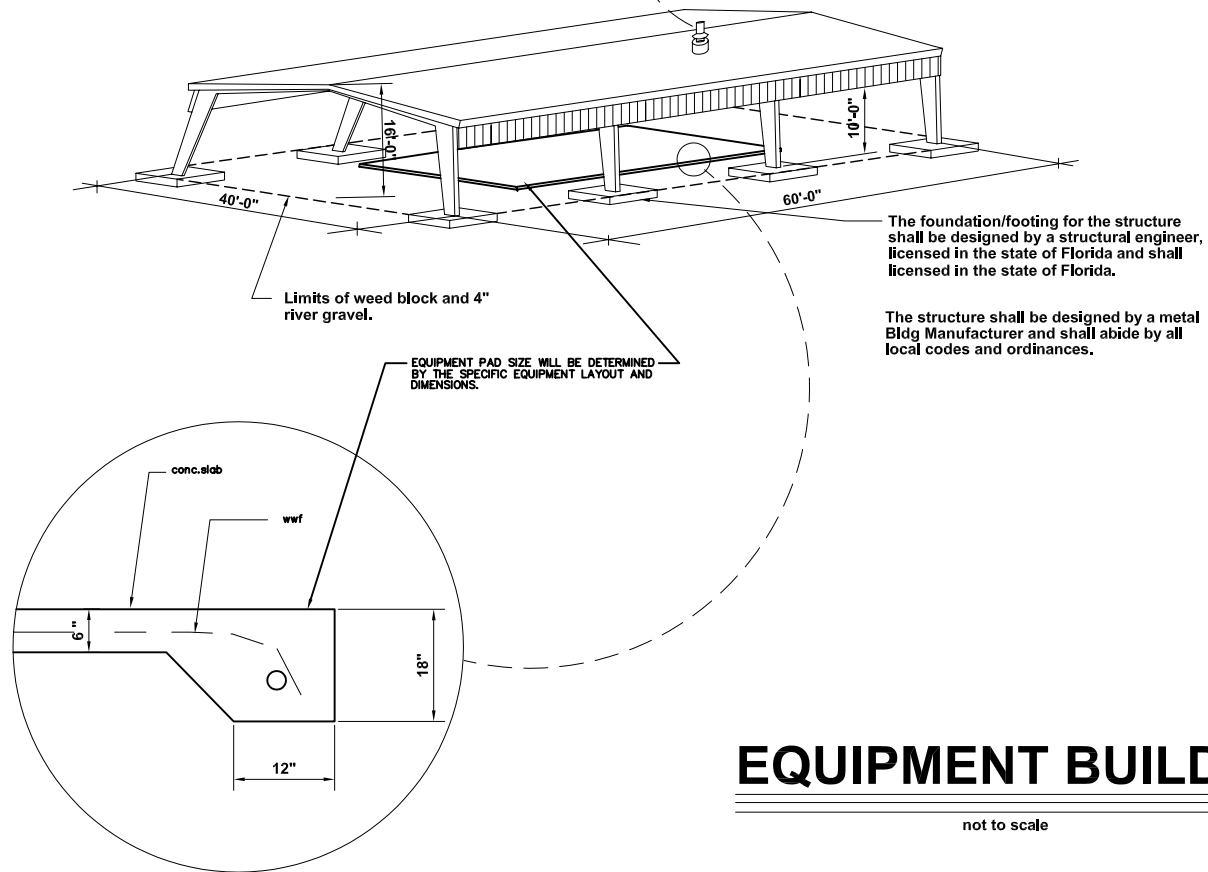
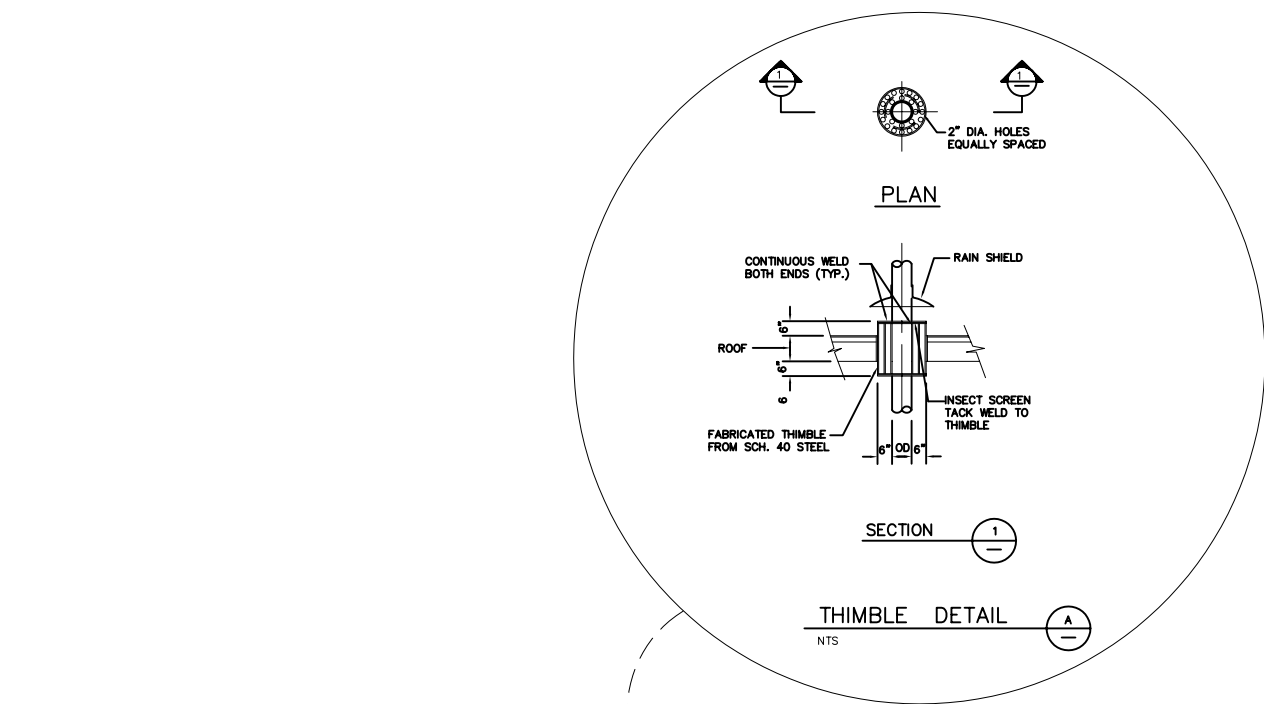


- NOTES:
1. DISCHARGE LINE FROM DRIPLEG TO BE DUAL-CONTAINED OUTSIDE OF REFUSE LIMITS.
 2. THIS CONFIGURATION IS ADEQUATE FOR A MAXIMUM 60" W.C. VACUUM.

(FOR INFORMATION ONLY)



Proposed Additional 6-Inch HDPE Collection Line Installation



PASCO COUNTY
FLORIDA
UTILITIES SERVICES

DATE	09/02/09
DESIGNED	C/JF
DRAWN	C/JF
CHECKED	C/JF
FCU NO.	09-026

RIDGE ROAD LANF FILL
GAS COLLECTION SYSTEM
REPAIRS AND MODIFICATIONS

REVISIONS	
DATE	REVISION

ENGINEER OF RECORD:
PETER T. FORESKI, P.E.
FLORIDA REGISTRATION NO.: 53041

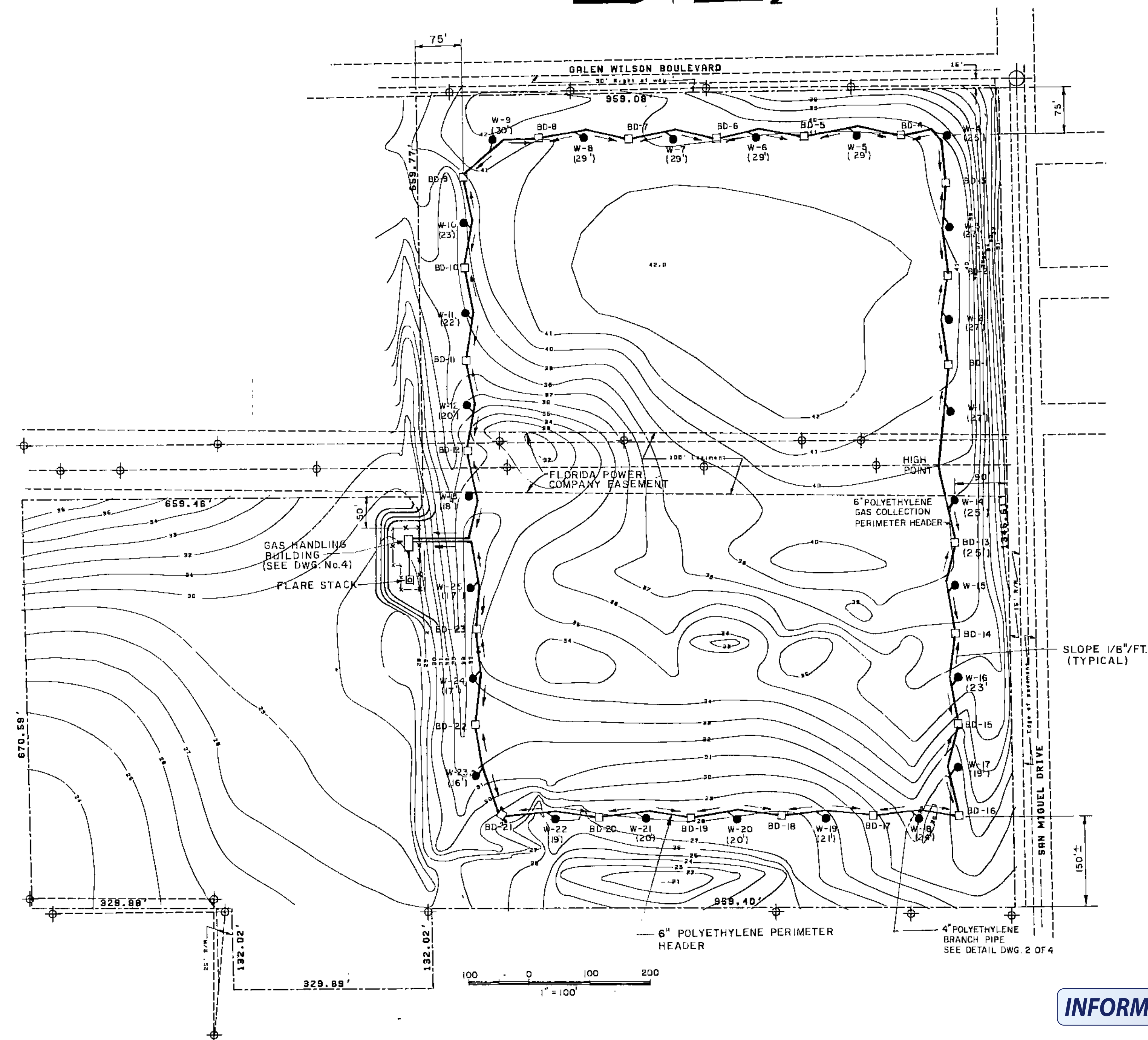
PASCO COUNTY
PUBLIC WORKS / UTILITIES DEPARTMENT
NEW PORT RICHEY, FLORIDA

LANDFILL GAS MANAGEMENT PROJECT
RIDGE ROAD LANDFILL

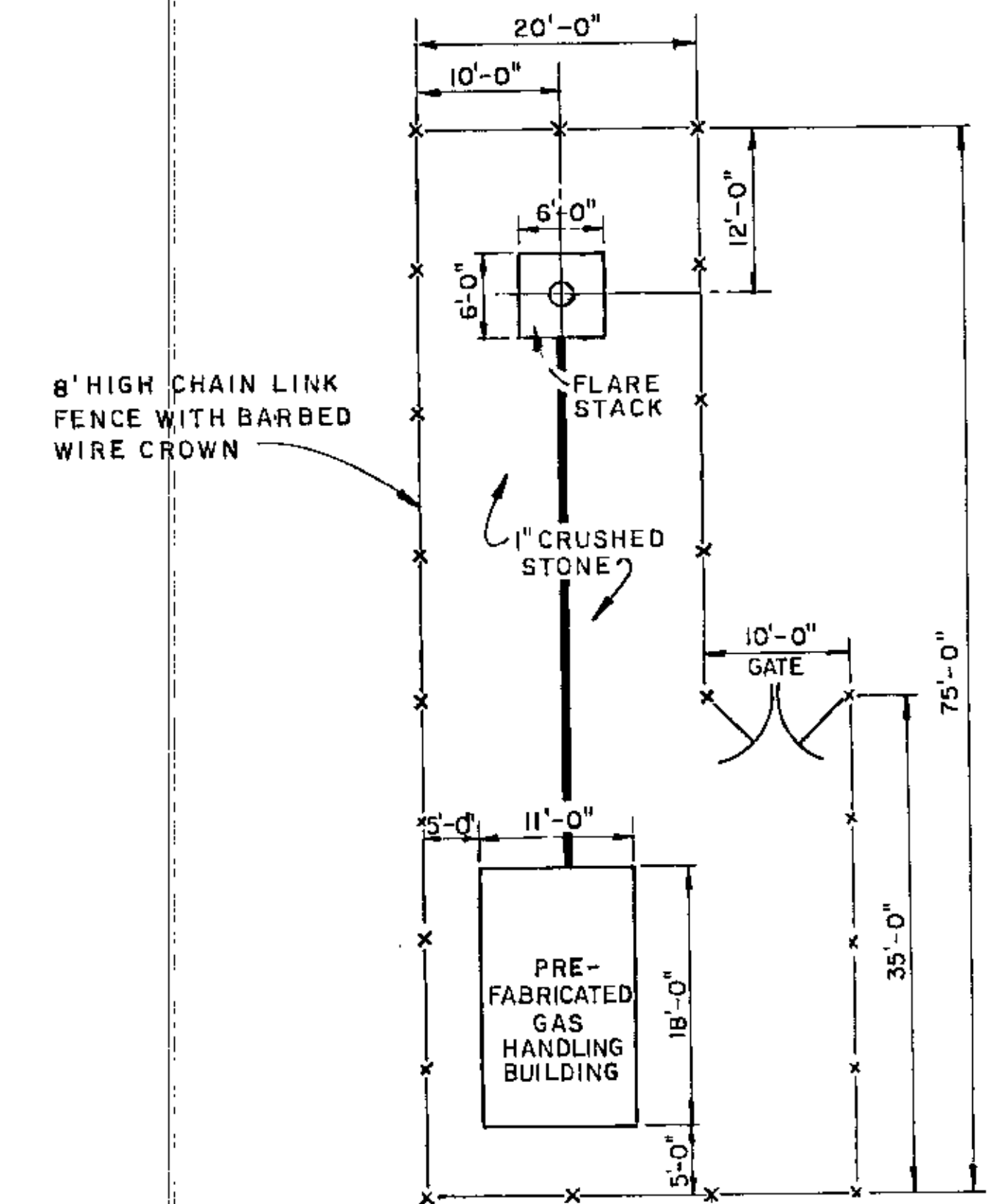
INFORMATION ONLY

TABLE OF CONTENTS	
NO.	DESCRIPTION
1	SITE PLAN
2	GAS WELL AND BRANCH PIPING DETAILS
3	HEADER/BAROMETRIC DRAIN SECTION AND FLARE SYSTEM SCHEMATIC
4	LANDFILL GAS HANDLING/FLARE PLAN AND ELEVATION

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
DATE 10/28/87



BASE MAP FROM GEE AND JENSON
WEST PALM BEACH — FLORIDA



FLARE STATION PLOT PLAN
SCALE 1" = 10'

LEGEND

- GAS EXTRACTION WELL & DEPTH W-1 (26')
- BAROMETRIC DRAIN (BD-1)
- GAS COLLECTION PIPING
- PROPOSED CONTOUR
- EXISTING CONTOUR
- ⊕ EXISTING POWER POLES
- DIRECTION OF SLOPE

NOTES:

1. ALL GAS EXTRACTION WELLS AND BAROMETRIC DRAINS TO BE LOCATED INSIDE LANDFILL BOUNDARIES AS SHOWN ON PLAN.
2. ALL PIPING TO SLOPE TOWARDS BAROMETRIC DRAINS WITH A MINIMUM SLOPE OF 1/8" / FT.

INFORMATION ONLY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
DATE 10/28/87

REV	DATE	REVISION
1	10/5/87	RELOCATION OF WELL PIPING SYSTEM, GAS HANDLING BUILDING

DRAWN	J.F.K.
DESIGNED	A.K.
CHECKED	J.E.M.
APPROVED	

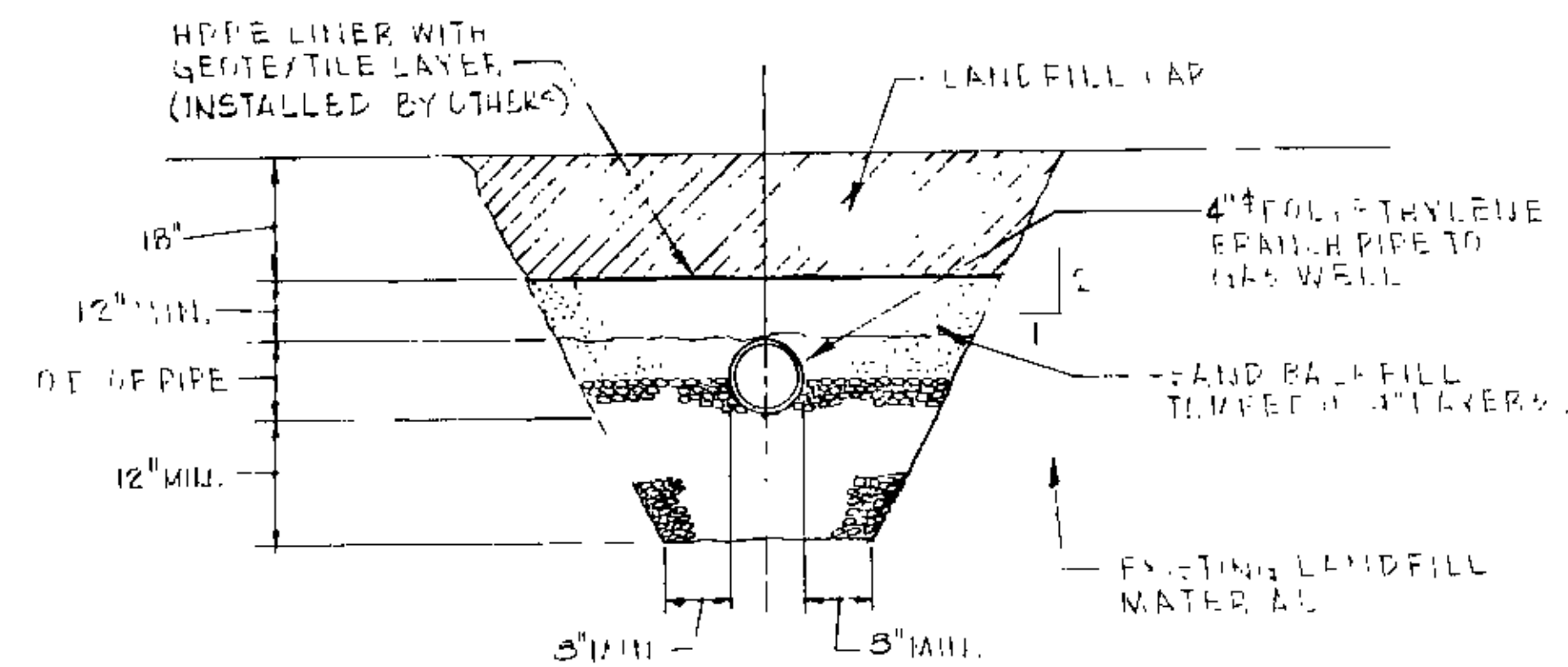
SCALE	AS NOTED
DATE	

Hayden | Wegman
Consulting Engineers

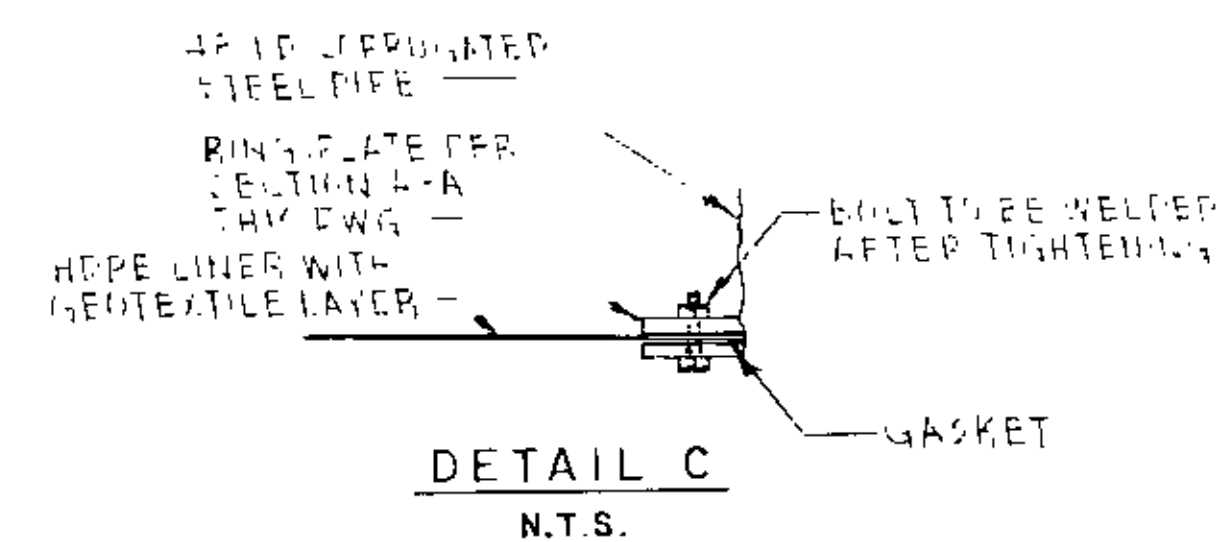
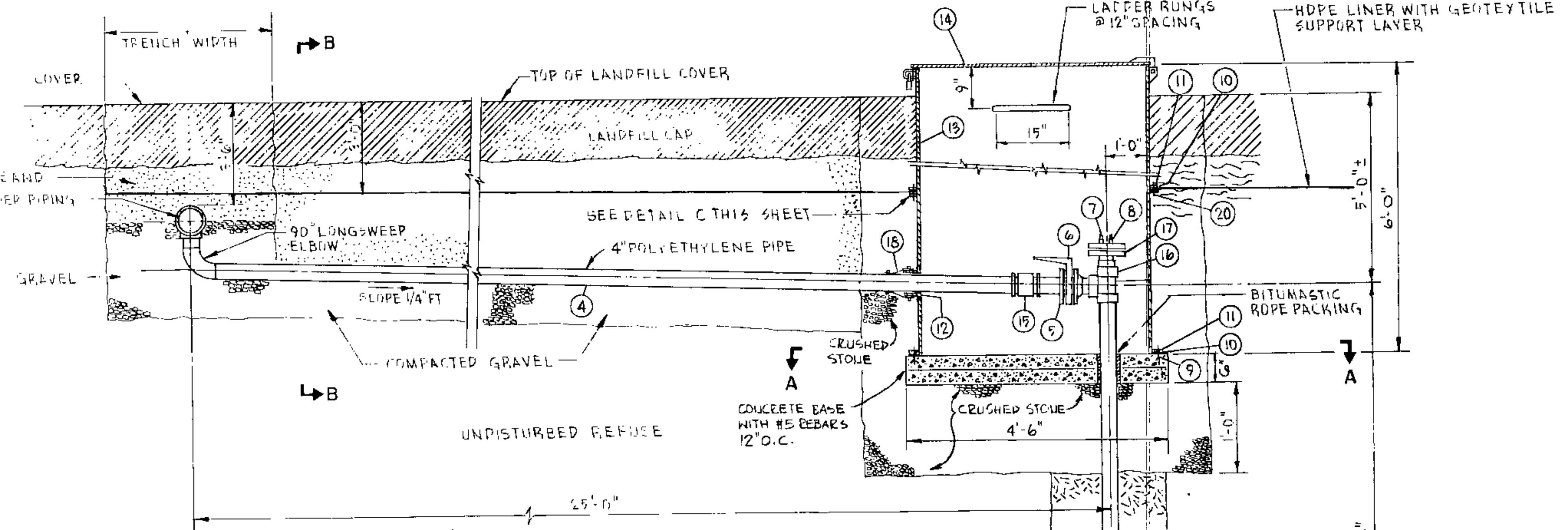
PASCO COUNTY
PUBLIC WORKS / UTILITIES DEPARTMENT
NEW PORT RICHEY, FLORIDA

LANDFILL GAS MANAGEMENT PROJECT
RIDGE ROAD LANDFILL
SITE PLAN

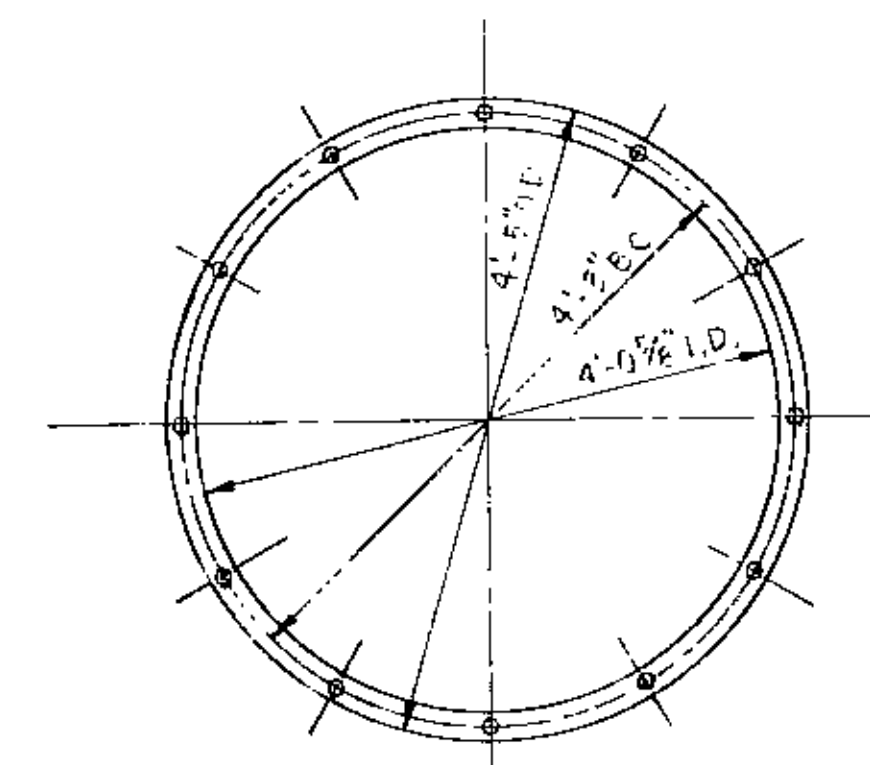
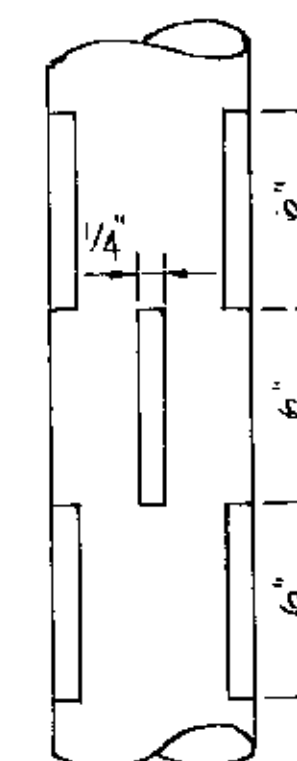
DRAWN



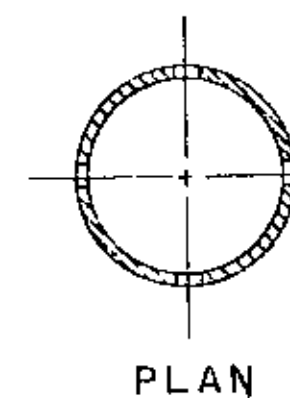
SECTION B-B

DETAIL C
N.T.S.

ELEVATION

SECTION A-A
ITEM NO. 11 - RING PLATE 1/4" THK. STL

ELEVATION



PLAN

DETAIL A

4" SCH. 40 SLOTTED PIPE

ITEM	DESCRIPTION	TOTAL
1	4" SCH. 80 SLOTTED PVC PIPE 10' FT LONG PER DETAIL	400' APPROX
2	4" SCH. 80 PVC SOLID PIPE 7'-6" LONG	200'
3	4" SCH. 80 COUPLING-SOCKET JOINT	55 EA
4	4" POLYETHYLENE SDR 17 OR EQUAL (PIPE, ELBOW & BRANCH SADDLE)	55 SETS (100')
5	4" 150# BACK UP FLANGE 304 SS WITH POLYETHYLENE STUB ENDS WITH NUTS, BOLTS & WASHERS.	25 SETS
6	4" PVC BUTTERFLY VALVE	5 EA
7	3/4" THERMOWELL, 12" DEEP 304 SS.	5 EA
8	1/4" QUICK DISCONNECT BULKHEAD TYPE FEMALE/MALE ASSY	5 SETS
9	5/8" 1/2" LONG EXPANSION BOLTS, 304 SS, 15 SETS	15 SETS
10	3/16" THICK 4'-5" O.D. X 4'-1" I.D. RUBBER GASKET DRILLED PER SECTION A-A	50 EA
11	1/4" THICK STEEL R. 4'-5" O.D. X 4'-0 7/8" I.D. PER SECTION A-A AND WELD TO CASING & DOUBLE COATED	50 EA
12	1/2" SCH. 40 X 4" LONG CARBON STEEL NIPPLE WELDED TO CORRUGATED CASING	50 EA
13	48" I.D. CORRUGATED STEEL PIPE 10 GA (1 1/2" PITCH X 1/4" DEPTH) DOUBLE COATED	150'
14	4'-2" O.D., 5/16" THICK CHECKER R. DOUBLE COATED WITH HINGE LATCH & PADLOCK	25 EA
15	4" FERNCO OR DRESSER, FLEXIBLE COUPLING FOR PLASTIC PIPE	25 EA
16	4" PVC SCHEDULE 80 TEE	25 EA
17	4" PVC SCHEDULE 80 SLIP & BLIND FLANGE ASSEMBLY W/NIPPLE	25 EA
18	3" X 4" RUBBER REDUCER WITH S.S. HOSE CLAMP	25 EA
19	4" PVC SCHEDULE 80 CAP	25 EA
20	5/8" X 2" LONG BOLTS, 304 SS, 12 EA PER SET	25 SETS

INFORMATION ONLY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
DATE 10/28/87

REV 1 10/9/87 HDPE LINER JOINT WITH CSP MANHOLE

DRAWN J.F.K.

DESIGNED A.K.

CHECKED J.E.M.

APPROVED

SCALE

AS NOTED

DATE

Hayden | Wegman
Consulting Engineers

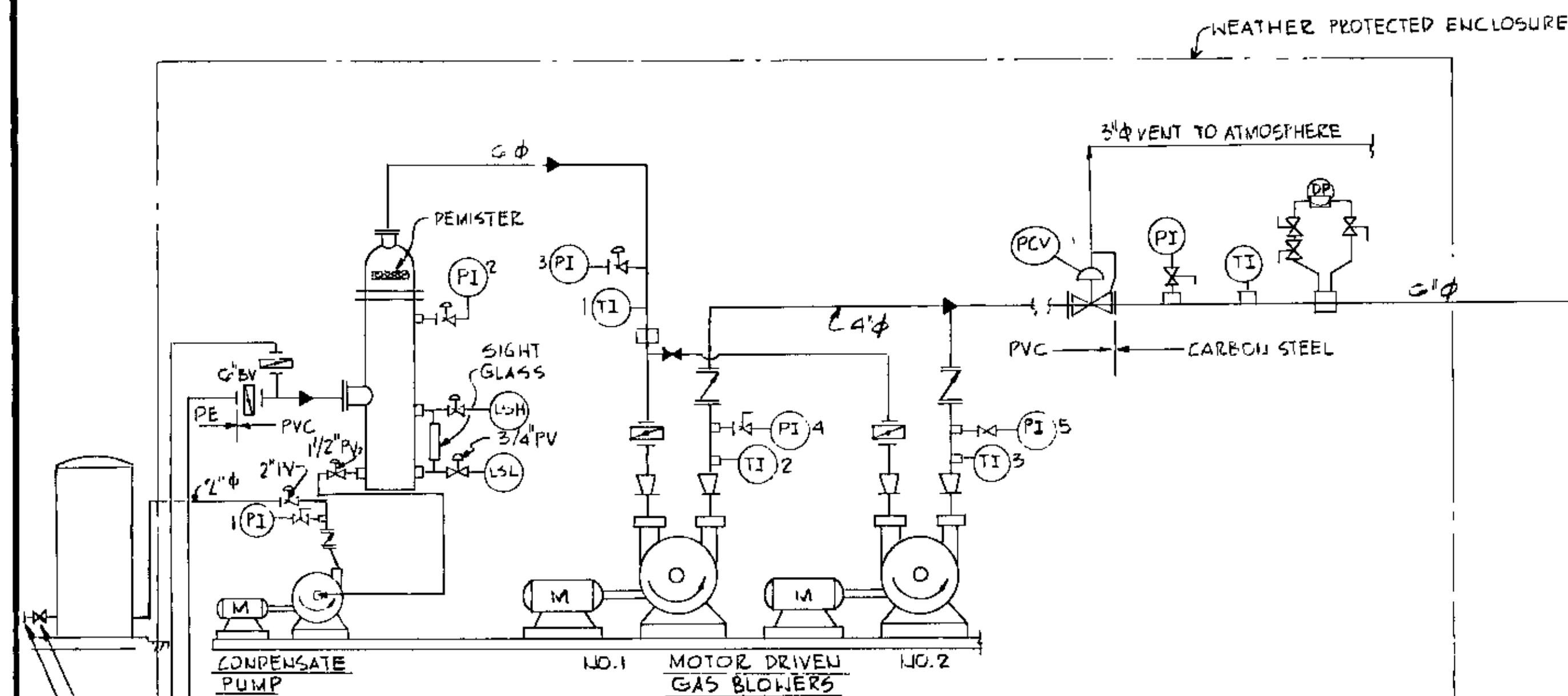
PASCO COUNTY
PUBLIC WORKS / UTILITIES DEPARTMENT
NEW PORT RICHEY, FLORIDA

LANDFILL GAS MANAGEMENT PROJECT
RIDGE ROAD LANDFILL
GAS WELL AND BRANCH PIPING DETAILS

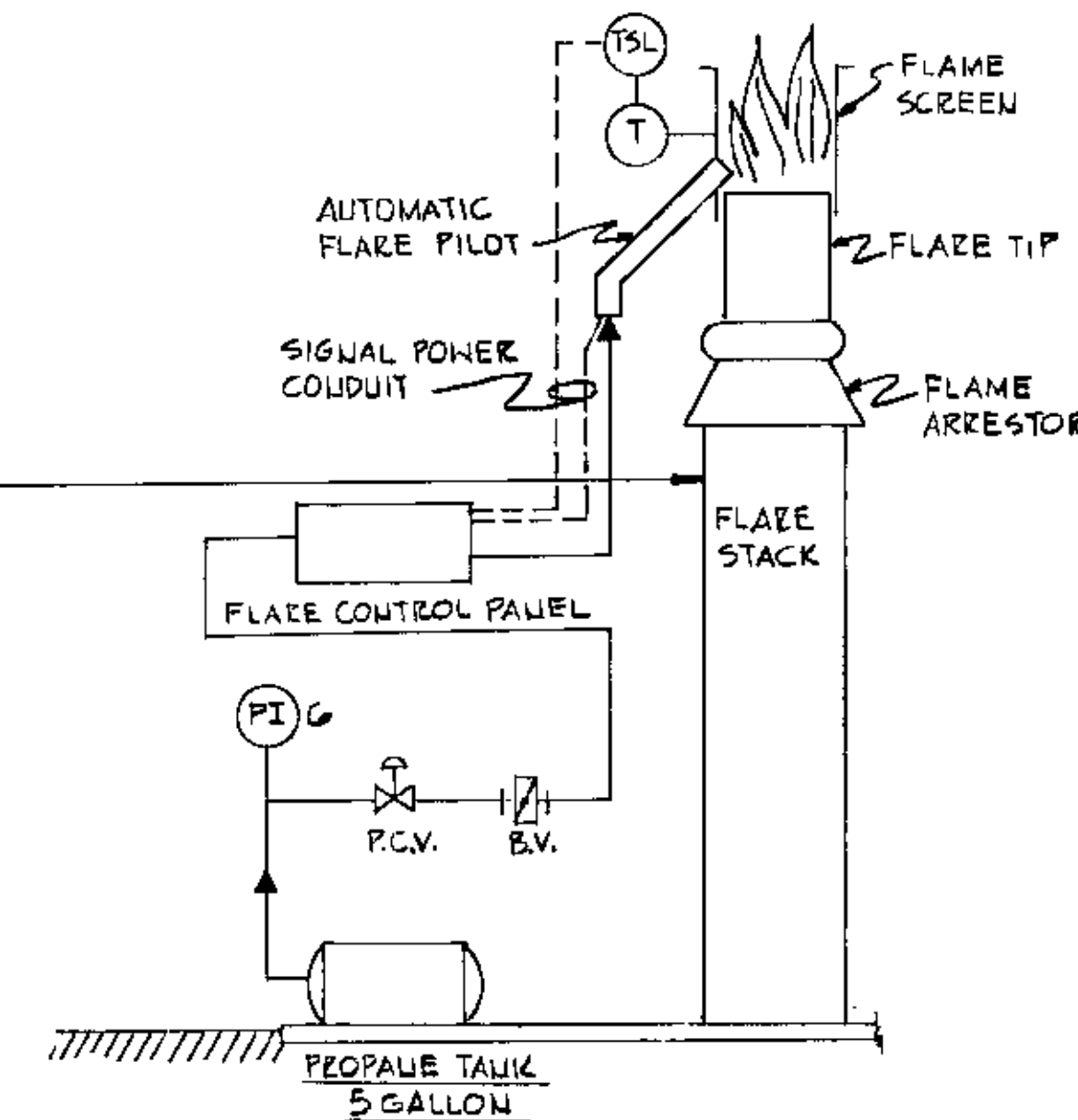
DRAWING NO.

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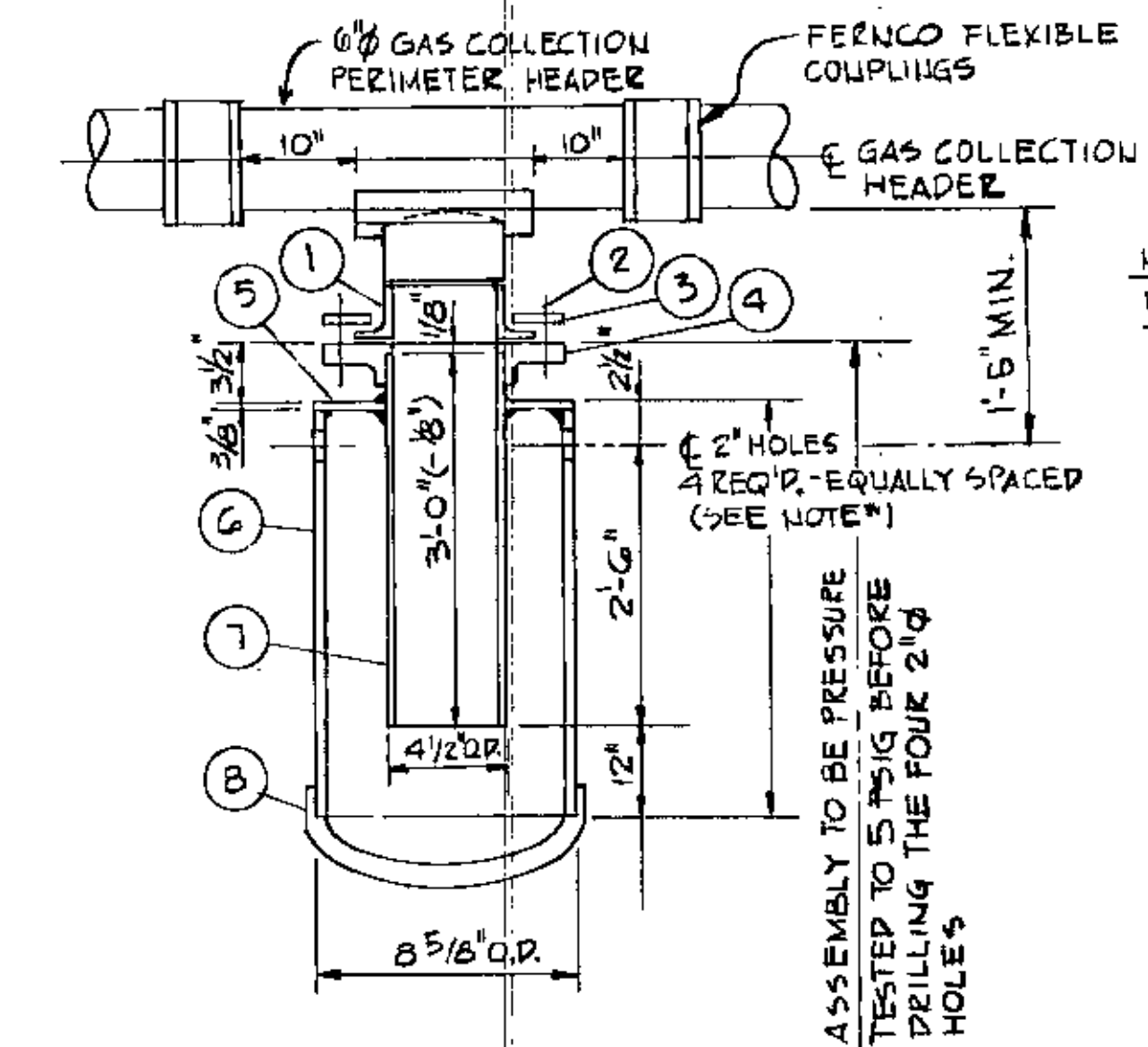
84306

GAS HANDLING SCHEMATIC
N.T.S.INSTRUMENTATION
LEGEND

PI - PRESSURE INDICATOR
 TI - TEMPERATURE INDICATOR
 PCV - PRESSURE CONTROL VALVE
 DP - DIFFERENTIAL PRESSURE INDICATOR
 LSH - LIQUID SENSOR HIGH
 LSL - LIQUID SENSOR LOW
 PE - POLYETHYLENE
 PVC - POLYVINYL CHLORIDE



FLARE SYSTEM SCHEMATIC

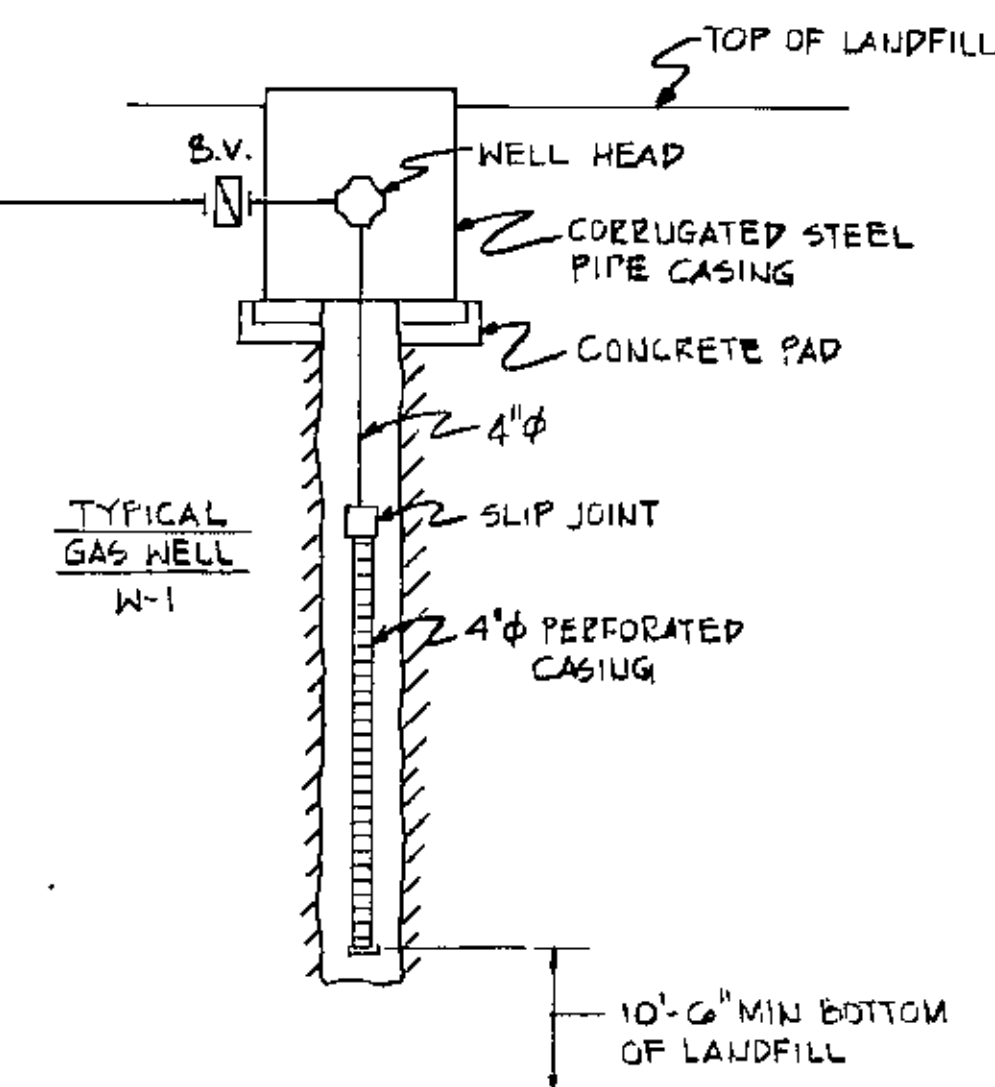
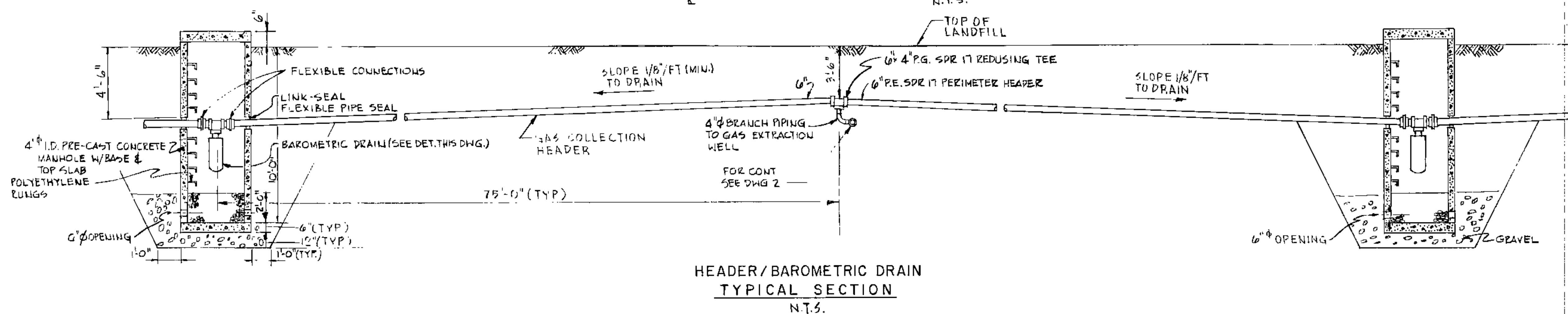


BAROMETRIC DRAIN DETAIL

NOTE*
 DRAIN LEG TO BE PERIODICALLY FLUSHED
 THRU THE 2" HOLES TO REMOVE
 SETTLED SLUDGE.

BAROMETRIC DRAIN DETAIL
BILL OF MATERIALS

ITEM NO.	DESCRIPTION	QUANTITY
1	4" IPS STUB END POLYETHYLENE, SDR 17 OR EQUAL	24
2	5/8" x 3 1/2" LG. FULL THD. CADMIUM PLATES BOLT SET WITH NUTS AND WASHERS (8 BOLTS PER SET)	24 SET
3	4" IPS 150# DRILLING S.S. BACK UP RING	24
4	4" IPS 150# DRILLING PVC SOCKET FLANGE	24
5	8 5/8" O.D. x 4 1/2" I.D. x 3/8" THK. PVC RING	24
6	8" IPS x 3'-3 1/8" LG. SCH. 40 PVC PIPE	24
7	4" IPS x 3'-0" LG. SCH. 40 PVC PIPE	24
8	8" IPS, SCH. 40 PVC WELD CAP	24

EXTRACTION WELL CONFIGURATION (TYP.)
N.T.S.HEADER/BAROMETRIC DRAIN
TYPICAL SECTION
N.T.S.

INFORMATION ONLY

FOR REVIEW ONLY
 NOT FOR CONSTRUCTION
 DATE 10/28/87

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