

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 12-22 AND TO EXECUTE AN AGREEMENT FOR THE TRANSPORTATION & DISPOSAL OF CLASS B AEROBIC WASTEWATER SLUDGE FOR THE SJC UTILITY DEPARTMENT.

RECITALS

WHEREAS, the County desires to enter into a contract with H & H Liquid Sludge Disposal, Inc. to provide transportation & disposal services for the SJC Utility Department; and

WHEREAS, the scope of the project shall consist of transporting and disposing of collected Class B Aerobic Wastewater residuals from the four (4) Wastewater Treatment Plants in St. Johns County; and

WHEREAS, through the County's formal bid process, H & H Liquid Sludge Disposal, Inc. was selected as the lowest, responsive, responsible to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the contract is being funded by the SJC Utility Department and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 12-22 to H & H Liquid Sludge Disposal, Inc. ("H & H").

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with H & H on behalf of the County for the transportation and disposal of Class B Aerobic Wastewater Sludge as specifically provided in Bid No 12-22.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of February, 2012.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: [Signature]
Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 2/23/12



CONTRACT AGREEMENT
Bid No: 12-22; Transportation & Disposal of Class B
Aerobic Wastewater Sludge for SJC Utility Department
Master Contract #: _____

This Contract Agreement is made as of this _____ day of _____, 2012, by and between **St. Johns County, FL**, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **H & H Liquid Sludge Disposal, Inc.**, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", address: P.O. Box 390, Branford, FL 32008 Phone: (800) 653-0386 and Fax: (386) 935-0941.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 – DURATION and EXTENSION

The duration of this Contract Agreement runs from April 1, 2012, through and until 11:59 p.m., Easter Standard Time, on March 31, 2013, and may be extended for up to a maximum of four (4) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactory performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement and any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to Transportation & Disposal of Class B Aerobic Wastewater Sludge for the St. Johns County Utility Department in accordance with Bid No: 11-90 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of David Parker, Wastewater Superintendent, St. Johns County Utility Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The CONTRACTOR shall perform the required Services as needed by the St. Johns COUNTY Utility Department. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the St. Johns COUNTY Utility Department. No changes to said schedule shall be made without prior written authorization from the COUNTY's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The COUNTY shall compensate the CONTRACTOR based upon the unit price per gallon of \$0.075 per gallon for removal and \$25.20 per wet ton for removal as submitted in the Bid Proposal. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed two hundred thirty eight thousand dollars (\$238,000.00) per year for Services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR's compensation is based upon CONTRACTOR's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory

completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.

- C. The CONTRACTOR shall bill the COUNTY at the end of each month, for Services satisfactorily performed, and materials satisfactorily delivered.
- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY reserves the right to return any bill or invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Utility Department
ATTN: Frank Kenton, Administrative Manager
1205 State Road 16
St. Augustine, FL 32084
- F. **FINAL INVOICE:** In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "final invoice" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

ARTICLE 6 – TERMINATION

This Contract Agreement may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

This Contract Agreement may be terminated with cause, upon either the COUNTY, or the CONTRACTOR providing at least fourteen (14) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

Consistent with other provisions of this Contract Agreement, CONTRACTOR shall be compensated for any services and/or expenses that are both authorized under this Contract Agreement and that are performed and/or accrue up to the termination of this Contract Agreement.

ARTICLE 7 – PERSONNEL

The CONTRACTOR represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 8 – SUBCONTRACTING

The COUNTY reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the CONTRACTOR shall promptly do so, subject to approval by the COUNTY.

The COUNTY reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 9 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the COUNTY is exempt from the payment of Sales and Use Taxes. The COUNTY shall execute a tax exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the COUNTY and by the CONTRACTOR that the CONTRACTOR shall not be authorized to use the COUNTY's Tax Exemption status in any manner.

The CONTRACTOR shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from CONTRACTOR's performance under this Contract Agreement.

ARTICLE 10 – AVAILABILITY OF FUNDS

The COUNTY's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the COUNTY will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the COUNTY makes no express commitment to provide such funds in any given COUNTY Fiscal Year. Moreover, it is expressly noted that the CONTRACTOR cannot demand that the COUNTY provide any such funds in any given COUNTY Fiscal Year.

ARTICLE 11 - INSURANCE

The CONTRACTOR shall acquire and provide proof of the insurance coverage described below prior to the execution of this Contract Agreement. Such coverage shall be maintained by the CONTRACTOR for the duration of this Contract Agreement. CONTRACTOR shall provide the COUNTY no less than thirty (30) days prior notice of any changes to or cancellation of insurance coverage. Failure by CONTRACTOR to provide such notice shall constitute cause for automatic termination of this Contract Agreement without further notice or action required on the part of the COUNTY.

Insurance Requirements:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury, advertising injury and property damage. This shall include coverage for:
 1. Premises/operations
 2. Products/complete operations
 3. Contractual liability
 4. Independent contractors
 5. Participant Legal Liability
 6. Medical Expenses

- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Owned autos
 - 2. Hired autos
 - 3. Non-owed autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements:

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - 1. St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.
 - 2. **Bid No: 12-22; Transportation & Disposal of Class B Aerobic Wastewater Sludge for the SJC Utility Department** shall be specified in the notes area of the Certificate of Insurance.
 - 3. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract Agreement.

ARTICLE 15 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 16 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR'S subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 17 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, shall be kept confidential by the CONTRACTOR and shall not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 20 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

ARTICLE 21 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract Agreement. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 28 - FLORIDA LAW & VENUE

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

ARTICLE 29 - ARBITRATION

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 31 - NOTICES

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns COUNTY Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

H & H Liquid Sludge Disposal, Inc
Attn: Mr. Rick Hacht, President
P.O. Box 390
Branford, FL 32008

ARTICLE 32 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

ARTICLE 33 – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consistent with, COUNTY Ordinance 92-2 and COUNTY Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the COUNTY Seal/Logo without express written approval of the Board of COUNTY Commissioners of St. Johns COUNTY, Florida.

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Joe Burch, Purchasing Director

Date

**ATTEST:
CHERYL STRICKLAND, CLERK**

BY: _____
Deputy Clerk

Date

LEGALLY SUFFICIENT:

Assistant County Attorney

Date

CONTRACTOR:

H & H Liquid Sludge Disposal, Inc
Company Name

Name (Type or Print)

Signature of Representative

Title

Date

EXHIBIT "A"

**BID NO: 12-22; TRANSPORTATION & DISPOSAL OF CLASS B AEROBIC
WASTEWATER SLUDGE FOR THE SJC UTILITY DEPARTMENT**

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Prices as submitted on the "Official Total Bid Form" in the Bid Documents. The Unit Prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY prior to any work being implemented and shall be added to the applicable Contract Amendment.

Unit Price adjustments shall be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the CONTRACTOR and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

EXHIBIT "B"

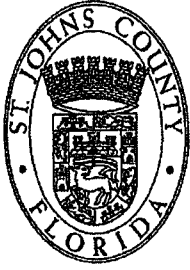
Bid No: 12-22; TRANSPORTATION & DISPOSAL OF CLASS B AEROBIC WASTEWATER SLUDGE FOR THE SJC UTILITY DEPARTMENT

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on April 1 ,2012, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.


Contract Renewal/s – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services.



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

2446 Dobbs Road
St. Augustine, Florida 32086

I N T E R O F F I C E M E M O R A N D U M

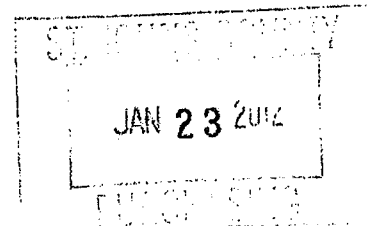
TO: Frank Kenton, Administrative Manager of Utility
FROM: Jaime Toney-Locklear, Contract Coordinator 
SUBJECT: Transmittal of Bids Received for Bid No. 12-22, Transportation & Disposal of Class B
Aerobic Wastewater Sludge for St. Johns County Utility Department
DATE: January 18, 2012

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval *EJ Kent*
Date *1/19/11*
Budget Amount *\$ 238,000*
Account Funding Title *Contractual Services*
Funding Charge Code *4473-53120*
Award to *HHH Liquid Sludge Disposal, Inc.*
Award Amount *Based on usage*



**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE TRANSPORTATION & DISPOSAL OF CLASS B AEROBIC

WASTEWATER SLUDGE FOR ST. JOHNS COUNTY

UTILITY DEPARTMENT

12-22

BID NUMBER January 18, 2012 2:00 PM

OPENING DATE/TIME

FROM

POSTING DATE/TIME 01/18/12

3:00 PM

UNTIL

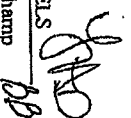
01/23/12

3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF OP INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

OPENED BY
TABULATED BY
VERIFIED BY

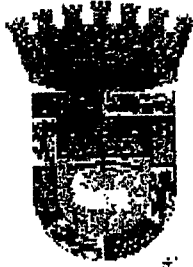
LEIGH DANIELS
Barbara Beauchamp



PAGE (S) 1 of 1

BIDDERS	UNIT PRICE PER GALLON FOR REMOVAL	UNIT PRICE PER WET TON FOR REMOVAL	TOTAL ANNUAL BID PRICE	BID BOND	ADDENDUM # 1		
H&H LIQUID SLUDGE DISPOSAL, INC.	\$.075	\$25.20	\$237,038.40	YES	YES		
T. WAYNE HILL TRUCKING, INC.	\$.125	\$52.00	\$458,712.00	YES	YES		

BID AWARD DATE - _____



**Board of County Commissioners
St. Johns County, Florida**

BID NO: 12-22

**TRANSPORTATION & DISPOSAL OF CLASS B AEROBIC
WASTEWATER SLUDGE FOR SJC UTILITY DEPARTMENT**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086
(904) 209-0150**

Final: 12/16/11

H&H Liquid Sludge Disposal

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form with Attachments:

Attachment A - Affidavit

Attachment B - List of Proposed Subcontractors

Attachment C - Certificate as to Corporate Principal

Attachment D - License/Certification List

Attachment E - References

Bid Bond

PROJECT SPECIFICATIONS

BID NO: 12-22

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, January 18, 2012 by Jaime Toney, Contract Coordinator for the St. Johns County Purchasing Department, located at 2446 Dobbs Road, St. Augustine, Florida 32086 for Bid No: 12-22; Transportation & Disposal of Class B Aerobic Wastewater Sludge. Bids will be opened promptly after the 2:00 P.M. deadline. Note: Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The awarded firm, hereinafter referred to as the Contractor, shall be responsible for providing any and all labor, equipment, transportation and supplies necessary to transport and dispose of Class B wastewater residuals from four (4) Wastewater Treatment Facilities listed herein on an as needed basis as determined by the SJC Utility Department. The Contractor must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 12-22. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfcl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested from Jaime Toney, St. Johns County Purchasing, via email to jtoney@sjcfcl.us or fax to (904) 209-0159.

Any and all questions related to this project shall be directed, *in writing*, to Jaime Locklear, Contract Coordinator, SJC Purchasing Department, via email to jtoney@sjcfcl.us or fax to (904) 209-0159. Questions are due no later than Wednesday, January 4, 2012, at end of business day (4:00PM), so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of a notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida

PROJECT: BID NO: 12-22; Transportation & Disposal of Class B Aerobic Wastewater Sludge

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and Plans including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

The Owner of this project is St. Johns County, FL and shall interchangeably be referred to as the "County" and the "Owner".

The Contractor is the firm that is awarded a contract by the County and who, subsequently, is responsible for the scope of work as described herein.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: He has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and His Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The County, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County, to reach him at least fourteen (14) days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the County or its Representative seven (7) days prior to Bid receiving date, however, the County reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. **No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least fourteen (14) days prior to the date for receipt of Bids.** Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If the Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO.: 12-22 - SEALED BID FOR TRANSPORTATION & DISPOSAL OF CLASS B AEROBIC WASTEWATER SLUDGE**".

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086
BID NO.: XX-XX - SEALED BID FOR SAMPLE PROJECT

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of amount bid, pledging that the Bidder will enter into a contract with the County on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond or certified cashiers check made payable to the Board of County Commissioners of St. Johns County.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "A Instruction to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

BID NO.: 12-22

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: Transportation & Disposal of Class B Aerobic Wastewater Sludge for SJC Utility Dept.

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: January 16, 2012

BID PROPOSAL OF

H&H Liquid Sludge Disposal, Inc. P.O. Box 390, Branford, FL 32008 800-653-0386
Full Legal Company Name Address Telephone No

Bidders: Having become familiar with site conditions, and requirements of the project, and having carefully examined the Bidding Documents and Specifications, entitled for Bid No: 12-22: Transportation & Disposal of Class B Wastewater Sludge for SJC Utility Department in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Transportation & Disposal of Class B Aerobic Wastewater Sludge for SJC Utility Department

Unit Price per Gallon for Removal: \$.075

Unit Price per Wet Ton for Removal: \$ 25.20

Total Annual Bid Price: \$ 237,038.40 (Based on Volume shown in Specifications)
(Written in Numerals)

Total Annual Bid Price: \$ two hundred thirty-seven thousand thirty-eight dollars and /00
(Written in Words) forty cents

*Bidders shall use the average annual volume of 3,160,512 gallons of residuals to calculate the unit prices as state above.

Note: Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including taxes. Fuel Surcharges are an acceptable additional charge for this type of contract, and shall be added at the time of invoice. Prices quoted on this form shall be final cost to St. Johns County.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of 5 percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

It is the intent of the Owner to award a contract to the lowest responsible Bidder, based on the total cost for all unit pricing, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must have a minimum of five (5) years experience in the business of transporting and disposing of liquid sludge, must be fully licensed to do business in the State of Florida, must be in good standing with the Florida Department of Environmental Protection Wastewater Residuals Section, and possess a Local Business Tax Receipt from St. Johns County upon award of contract. Bidder's must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Each Bidder shall also provide with his bid any pending, current or past enforcement action(s) taken by FDEP or EPA against the bidder or any party directly responsible for the transport and disposal of wastewater residual sludge from SJC Utility Department within the past five (5) years.

GOVERNING LAWS & REGULATIONS

The Contractor shall be required to be familiar with and responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect this contract. The subsequent Contract Agreement resulting from this Bid shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

LIST OF SUBCONTRACTORS

Each Bidder shall submit to the County a list of Subcontractors and major materials suppliers to be used if awarded the contract. Bidders must submit this information on the form, Attachment "B", which is provided herein. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. No more than forty nine percent (49%) of the total award shall be subcontracted or sublet to another individual or business entity either through a sub-contract or vendor franchise agreement.

REFERENCES

Each Bidder shall submit a list of at least five (5) business references that use or have used services similar to size and scope to those included herein. Each of the five (5) business references shall submit letters to be attached to Attachment "E" and included with the Bidder's submitted Bid Proposal.

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

Insurance Requirements - Minor Contract for Service

The contract price will not exceed \$25,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation - to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability - coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
- a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
- a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Insurance Requirements - Standard Contract for Service

The contract price will not exceed \$500,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
- a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
- a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
- a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Insurance Requirements - Major Contract for Service

The contract price exceeds \$500,000 or where unusual hazards exist.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 1. Premises/operations
 2. Products/complete operations
 3. Contractual liability
 4. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 1. Owned autos
 2. Hired autos
 3. Non-owned autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 1. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.**
 2. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

TAXES – Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

PRICING

The pricing under this Bid shall remain firm for entire first term of this Contract Agreement. No pricing increases will be permitted during the first year. Price increases shall only be considered at the time Contract Extensions are issued. The Contractor shall submit any requests for increases in pricing no later than thirty (30) days prior to the effective date of the Contract Extension. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI and are approved by the SJC Purchasing Director and SJC Utility Administrative Manager. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement. All prices shall remain firm for the period of each Contract Extension term.

POINTS OF CONTACT

Each of the sites shall have qualified operators on duty during regular hours of operation. The Contractor shall coordinate with these operators prior to pick up of sludge. The following individuals are the points of contact at the respective locations.

Paul Jacobs (904) 669-9858
 Olin Nicholson (904) 669-4249
 Phil Wainwright (904) 669-0607
 Lester Davis (904) 669-1608

Marsh Landing WWTF
 Players Club WWTF
 Inlet Beach WWTF
 Sawgrass WWTF

INVOICING

The Contractor shall submit an invoice to the SJC Utility Department at the end of each month that shall not exceed thirty (30) days from the date of service. Under no circumstances shall the invoice be submitted to the County in advance of the service.

All invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice & Invoice Number
- SJC Contract & Purchase Order Numbers
- Unit Price of product & Total Price of Invoice
- Description of Services Provided
- Collection Location(s) & Date of Collection

Failure to submit invoices in the prescribed manner may delay payment.

Invoices shall be submitted to the SJC Utility Department and addressed to:

St. Johns County Utility Department
ATTN: Kathy Kelshaw
1205 State Road 16
St. Augustine, FL 32084

Terms: Net 45 Days.

CONTRACT TERM

The initial contract term shall be for a period of one (1) calendar year beginning on the date of full execution of the Contract Agreement, providing satisfactory performance has been maintained by the Contractor. The contract may be extended in one (1) year increments, for a maximum of four (4) one year extensions. These Contract Extensions shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the SJC Utility Department and SJC Purchasing Director.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have fourteen (14) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the fourteen (14) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving thirty (30) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

END OF SECTION

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 1/10/12

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**



St. Johns County Board of County Commissioners

Purchasing Division

January 10, 2012

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 12-22; Transportation & Disposal of Wastewater Sludge

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

Questions & Answers:

1. **Can you define the minimum equipment required in this bid such as number of 6000 gallon tankers and dump trailers to be left on site for the duration of this contract?**
 Answer: The Contractor shall not leave any tankers or dump trailers on site. Currently the SJC Utility Department has an ongoing project for a centrifuge that will allow the County to dewater the sludge on-site. The completion of this project is tentatively slated for March 2013. Upon completion of this project, the Contractor may, at that time, leave tankers and/or dump trailers on site for collection. The Contractor shall be required to provide sufficient equipment to collect, dewater, haul and dispose of approximately one hundred two (102) wet tons of wastewater sludge per month.
2. **In the specifications of this bid, there is brief mention of "hauling changes from liquid to cake". Does the County have its own means of dewatering the sludge? If so, at how many of the four plants are those means present?**
 Answer: The current ongoing project, once completed, will allow the SJC Utility Department to dewater sludge at the Sawgrass WWTP. The sludge from the other three (3) plants will be hauled to Sawgrass for dewatering once the centrifuge is operational.
3. **Who is the current contractor responsible for transportation & disposal of Class B Aerobic Wastewater Sludge for the SJC Utility Department**
 Answer: H & H Liquid Sludge Disposal, Inc
4. **What is the current Unit Price per gallon for removal, based on average annual volume?**
 Answer: \$ 0.0636/gallon
5. **What is the current Unit Price per Wet Ton for removal, based on average annual volume?**
 Answer: There is no unit price per wet ton for removal, as the County does not currently haul dewatered sludge.
6. **What is the name of the land disposal site currently being used?**

Answer: The current land disposal sites currently permitted for these facilities are as follows: Kummer Ranch in Putnam County, FL, Medlock Ranch in Putnam County, FL, Wolfe Ranch in St. Johns County, FL, Conova Howard in Union County, FL, Hatcher Farm in Clay County, FL, Spencer Maxville Ranch in Clay County, Spencer Middleburg Ranch in Clay County, FL, Rolling R Ranch in Suwannee County, FL, and Glenn Farms in Columbia County, FL.

Vendors should keep in mind that the awarded Contractor shall be required to obtain permits for land disposal site(s) that would require approval from FDP.

7. Are the current loads being incorporated into the soil now and by what method(i.e. spike roller, terra-gator or disking)?

Answer: Spike roller method (as approved by FDEP)

8. What is the average annual flow per facility?

Answer: The estimated average annual flow for all four wastewater treatment facilities is 3,160,512 as stated on the Official Total Bid Form. This is the number that vendors shall use to calculate the submitted unit pricing.

9. What is the average % nitrogen for each of these facilities?

Answer: The average total nitrogen concentration for each of the four wastewater plants is as follows: Marsh Landing - 5.3%, Players Club - 5.7%, Inlet Beach - 4.9%, and Sawgrass - 2.6%

10. Will the facilities provide the contract winner with MPN-fecal coliform data?

Answer: The four wastewater plants currently do annual fecal coliform testing (membrane filter method) to meet the 503 sludge pathogen requirements.

THE BID DUE DATE REMAINS: Wednesday, January 18, 2012 at 2:00 P.M.

Acknowledgment

Sincerely,



Signature and Date

Jaime T. Locklear
Contract Coordinator
Purchasing Department

Rick D. Hacht, President
Printed Name and Title

H&H Liquid Sludge Disposal, Inc.
Company Name (Print)

END OF ADDENDUM #1

CORPORATE/COMPANY

Full Legal Company Name: H&H Liquid Sludge Disposal, Inc. (Seal)

By: *Rick D. Hacht* Rick D. Hacht, President
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: P.O. Box 390, Branford, FL 32008

Telephone No.: (800) 653-0386 Fax No.: (386) 935-0941

Email Address for Authorized Company Representative: hhlsls@windstream.net

Federal I.D. Tax Number: 59-1832613 DUNS #: N/A

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - License/Certification List
 - "E" - References
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY,
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Rick D. Hacht who being duly sworn, deposes and says he is President (Title) of the firm of H&H Liquid Sludge Disposal, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 12-22, for the Transportation & Disposal of Class B Aerobic Wastewater Sludge for SJC Utility Department, in St. Johns County, Florida.

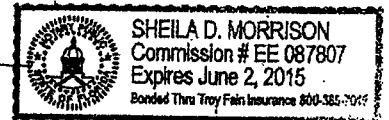
The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

H&H Liquid Sludge Disposal, Inc.
(Bidder)

By: *Rick D. Hacht*
President
(Title)

Sworn and subscribed to me this 11th day
of January, 20 12.

Notary Public:
Sheila D. Morrison
Signature
Sheila D. Morrison
Printed



My commission Expires: June 2, 2015

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

ATTACHMENT B
LIST OF PROPOSED SUBCONTRACTORS

All subcontractors are subject to approval of Owner. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS


Transportation

Residual Management Services, LLC

6990 US Hwy 27, Branford, FL 32008

ATTACHMENT C
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Rick D. Hacht, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Rick D. Hacht who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.



 Secretary Corporate Seal

(STATE OF FLORIDA
 COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20 __, A.D.

NOTARY PUBLIC
 State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

ATTACHMENT "D"

License/Certification List

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
H&H Liquid Sludge Disposal	821903	US DOT	Active
Hendry County Business Tax Receipt	2006258472525	Tax Collector	2011-12
Dept of Agricultural Consumer Service	F-1753	FL Agricultural Dept	2011-6/30/12

USDOT Number MC/MX Number Name
 Enter Value: 821903
 Search

Company Snapshot
H&H LIQUID SLUDGE DISPOSAL INC
 USDOT Number: 821903

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQ](#) system.

Other Information for this Carrier	
<input type="checkbox"/>	SAS Results
<input type="checkbox"/>	Licensing & Insurance

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP Order Page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 08/20/2011

Entity Type: Carrier	
Operating Status: Active	Out of Service Date: None
Legal Name: H&H LIQUID SLUDGE DISPOSAL INC	
DBA Name:	
Physical Address: 8800 US HWY 27 BRANFORD, FL 32008	
Phone: (386) 835-1224	
Mailing Address: PO BOX 399 BRANFORD, FL 32008	
USDOT Number: 821903	State Carrier ID Number:
MC or MX Number:	DUNS Number: --
Power Units: 8	Drivers: 8
MCS-150 Form Date: 08/26/2010	MCS-150 Mileage (Year): 800,000 (2009)
Operation Classification:	
<input type="checkbox"/> Auth. For Hire <input checked="" type="checkbox"/> Exempt For Hire <input type="checkbox"/> Private(Property) <input type="checkbox"/> Priv. Pass. (Business)	<input type="checkbox"/> Priv. Pass.(Non-business) <input type="checkbox"/> Migrant <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Fed. Gov't
<input type="checkbox"/> State Gov't <input type="checkbox"/> Local Gov't <input type="checkbox"/> Indian Nation	
Carrier Operation:	
<input type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)
<input checked="" type="checkbox"/> Intrastate Only (Non-HM)	
Cargo Carried:	
General Freight Household Goods Metal: sheets, coils, rolls Motor Vehicles Drive/Tow away Logs, Poles, Beams, Lumber Building Materials Mobile Homes Machinery, Large Objects Fresh Produce	Liquids/Gases Intermodal Cont. Passengers Offfield Equipment Livestock Grain, Feed, Hay Coal/Coke Meat Garbage/Refuse US Mail
Chemicals Commodities Dry Bulk Refrigerated Food Beverages Paper Products Utilities Agricultural/Farm Supplies Construction Water Well Hazardous Waste	

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: 08/20/2011

Total Inspections:

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [DataQ](#) for further information

INSPECTIONS:

Inspection Type	Vehicle	Driver	Hazmat
Inspections	0	11	0
Out of Service	0	0	0
Out of Service %	0%	0%	0%
Nat'l Average % (2009-2010)	20.72%	5.51%	4.50%

Crashes reported to FMCSA by states for 24 months prior to: 06/23/2011

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 06/23/2011

Total inspections: 7

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 06/23/2011

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 06/23/2011

Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Type:	None

2011-12

HENDRY COUNTY BUSINESS TAX RECEIPT
Issued by: PEGGY S HAMPTON, TAX COLLECTOR
RECEIPT EXPIRES 09/30/2012

RECEIPT NUMBER:
2006258472525

MACHINES	ROOMS	SEATS	EMPLOYEES
			3
BUSINESS TYPE: 471831	DOMESTIC HAULING AND DISPOSAL H & H LIQUID SLUDGE DISPOSAL INC		
H & H LIQUID SLUDGE DISPOSAL INC HACHT RICK D (PD) P.O. BOX 390 BRADFORD FL 32008			



SUPPLEMENTAL
X RENEWAL 1012095.0001 of 0001⁰⁰
NEW RECEIPT DATE 09/02/2011
TRANSFER Per NAN
Bill 11A
Paid 11.00

PENALTY 0.00
TOTAL 11.00

LOCATION 3010 CNTY RD 835
ADDRESS: CLEWISTON, FL 33440

x

SIGN AND RETURN WITH PAYMENT

0000001100 0000001100 0000000000003424 1001 6

I SWEAR THAT THIS APPLICATION FOR RECEIPT IS MADE FOR THE BUSINESS OR
PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT.
THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE INCLUDING ZONING

State of Florida
Department of Agriculture and Consumer Services

FERTILIZER LICENSE

Chapter 576, FLORIDA STATUTES

H & H LIQUID SLUDGE DISPOSAL, INC.

P.O. BOX 390

BRANFORD, FL 32008

License No. F1753

This is to certify that the person whose name and address are shown above, has paid the required fee of \$200.00 and is hereby granted this license to distribute fertilizer in the State of Florida as defined in Section 576.021(1), F.S. This license will expire June 30, 2012.



ADAM H. PUTNAM
Commissioner



FLORIDA

ATTACHMENT "E"
REFERENCES

Each Bidder shall submit a minimum of five (5) business references from firms who have used the bidder for services of similar size and scope as those described herein within the last three (3) years. In addition to the information below, each Bidder must submit a letter of reference from each of the five (5) references and attach hereto.

Reference #1:

Name of Entity: City of Bradenton
 Contact Person Name & Title: Charles L Wowak, Chief Operator
 Contact Phone Number: 941-920-1432 Contact Email: charles.wowak@cityofbradenton.com
 Year(s) of Service: 2 Dollar Amount: \$ 98,980.00/yr

Reference #2:

Name of Entity: City of Edgewater
 Contact Person Name & Title: Dennis J Norman, Wastewater Plant Superintendent
 Contact Phone Number: 386-424-2488 Contact Email: DNorman@cityofedgewater.org
 Year(s) of Service: 16 Dollar Amount: \$ 148,000.00/yr

Reference #3:

Name of Entity: JEA
 Contact Person Name & Title: Robert M Parks, Manager
 Contact Phone Number: 904-665-4793 Contact Email: parkrm@jea.com
 Year(s) of Service: 10 Dollar Amount: \$ 2,314,715.00/yr

Reference #4:

Name of Entity: City of Tampa
 Contact Person Name & Title: Daniel Gildea, Operations Specialist
 Contact Phone Number: 813-299-2153 Contact Email: daniel.gildea@tampagov.net
 Year(s) of Service: 6 Dollar Amount: \$ 700,000.00/yr

Reference #5:

Name of Entity: Town of Hilliard
 Contact Person Name & Title: David Thompson, Public Works Director
 Contact Phone Number: 904-845-3555 Contact Email: dthompson@townofhilliard.com
 Year(s) of Service: 11 Dollar Amount: \$ 26,825.00/yr

9/22/2011

•••

Charles L. Wowak
City of Bradenton WWTF
1810 1st. Street West
Bradenton, Florida 34208

H & H LSD
P.O. Box 390
Branford, Fl. 32008

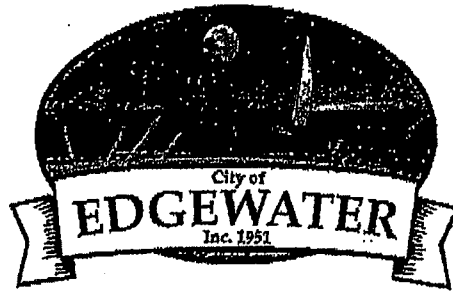
To Whom It May Concern,

H&H LSD has hauled for the City of Bradenton for the last two plus years. In that time H&H has exceeded our expectations. H&H drivers are courteous and prompt and always willing to do the extra required when we are in need of unscheduled help with our sludge hauling requirements. Their dispatchers are alert and keep the hauling operation flowing smoothly. Their customer service is exemplary. I would recommend H&H to anyone in need of an excellent sludge hauling partner.

Sincerely,



Charles L. Wowak
Chief Operator
City of Bradenton WWTF



To whom it may concern:

The City of Edgewater Wastewater Treatment Plant has used H & H Liquid Sludge Disposal since 1995. We have always had a very good professional working relationship. I would highly recommend to you their services.

Thank you,

A handwritten signature in black ink, appearing to read "Dennis J. Norman", is written over the typed name.

Dennis J. Norman
Wastewater Plant Superintendent



September 27, 2011

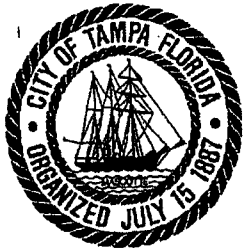
To whom it may concern:

I have a long association with H&H Liquid Sludge Disposal, Inc., through both my current appointment at JEA and my former employment at United Water Florida. H&H currently provides sludge transport and land application/disposal services for JEA and has for a number of years. The company has satisfactorily fulfilled the terms of their contract and has demonstrated flexibility in accommodating unforeseen needs for our utility. You are welcome to contact me if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert M. Parks', is written over the word 'Sincerely,'.

Robert M. Parks
Manager, JEA South Wastewater-Reuse Grid
Phone (904) 665-4793



CITY OF TAMPA

Bob Buckhorn, Mayor

Wastewater Department

September 20, 2011

Mr. Rick Hacht
H&H Liquid Sludge Disposal, Inc.
P. O. Box 390
Branford, FL 32008

To Whom it may concern,

This letter is sent as reference for H&H Liquid Sludge Disposal, Inc.

H&H Liquid Sludge Disposal, Inc. has been the sludge hauler for the City of Tampa since Oct 2005. They have always done a fine job of Record keeping, truck coordination. The City of Tampa has always been pleased with the response from H&H Liquid Sludge Disposal, Inc. when we would need more loads hauled. I would have no problem recommending H&H Liquid Sludge Disposal, Inc. for your sludge disposal needs.

Daniel Gildea
Operations Specialist
City of Tampa
HFC AWTP
(813) 299-2153

306 E. Jackson Street, 6E • Tampa, Florida 33602 • FAX: (813) 274-8448

TampaGov
www.tampagov.net

September 27, 2011

Re: H & H LSD
From: Town of Hilliard

To whom it may concern. For the last ten years H & H liquid sludge disposal has provided service to the Town of Hilliard, FL.

During that time we have had cake and liquid hauled, sometimes with little notice. This company has been prompt and helpful in every situation.

The sampling and permitting side has also been very professional. Feel free to contact me with any questions.

David Thompson
Public Works Director
Town of Hilliard
PO Box 249
15859 West CR 108
Hilliard, FL 32046
(904) 845-3555 phone
(904) 845-1221 fax
www.townofhilliard.com

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

H & H Liquid
KNOW ALL MEN BY THESE PRESENTS, that Sludge Disposal, Inc. as Principal, and
*
of ** Dollars (\$ 5% GAB) lawful money of the United States, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated
January 18, 2012.

For
Transportation & Disposal of Class B Aerobic Wastewater Sludge
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this
18th day of January A.D., 2012, the name and corporate seal of each corporate party being hereto affixed
and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*Evergreen National Indemnity Company
**Five Percent of the Greatest Amount Bid

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Frederick A. Kull
Shirley Martin
Jeff A. Ciccio

H & H Liquid Sludge Disposal, Inc.
PRINCIPAL:

NAME OF FIRM:

Rick D. Hacht Pres. Sec
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Rick D. Hacht, President/Secretary
TITLE
P.O. Box 390
6990 U.S. Hwy. 27
BUSINESS ADDRESS

Branford, FL 32008
CITY STATE

WITNESS:

Joy Bauer
Joy Bauer

SURETY:

Evergreen National Indemnity Company
CORPORATE SURETY
Patricia A. Temple
ATTORNEY-IN-FACT (AFFIX
SEAL) Patricia A. Temple
6140 Parkland Boulevard, Suite 321
BUSINESS ADDRESS

Mayfield Heights, OH 44124-6106
CITY STATE

United Nations Insurance Agency, Inc.
NAME OF LOCAL INSURANCE
AGENCY

END OF SECTION

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 854492

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-in-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr., President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



PENNY M. BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2012

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2012

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 18th day of January 2012.



Wan C. Collier
Wan C. Collier, Secretary

EVERGREEN NATIONAL INDEMNITY COMPANY

Is hereby authorized to transact
insurance in the State of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: November 28, 1983
No. 94-36-2467238



Tom Gallagher,
Treasurer and Insurance Commissioner



Florida
Department
of Insurance



Evergreen National Indemnity Company
Certificate
2010

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

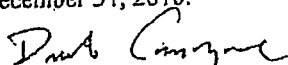
STATEMENT OF INCOME

Direct Written Premium	\$ 34,511,678
Reinsurance Assumed	3,778,653
Reinsurance Ceded	(26,376,556)
Net Written Premium	11,913,775
Change in Unearned	(506,150)
Net Earned Premium	11,407,625
Losses & LAE Incurred	153,725
Net Commission Expense	5,217,563
Other Expenses	3,142,628
Underwriting Gain/ (Loss)	2,893,709
Net Investment Income	1,063,623
Net Realized Capital Gains (Loss)	(1,248,695)
Other Income/ (Expense)	(21)
Income Before FIT	2,708,616
Federal Income Tax	1,397,993
Net Income	1,310,623

BALANCE SHEET

<u>Assets</u>	
Invested Assets	44,434,143
Agent's Balances (net of Reins.)	2,047,712
Reinsurance Recoverable	264,270
Other Assets	763,892
Total Assets	47,510,017
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,918,287
Loss & LAE Reserves	4,056,828
Ceded Reinsurance Payable	3,709,655
Other Liabilities	2,345,769
Total Liabilities	15,030,339
Surplus	32,479,678
Total Liabilities & Surplus	47,510,017

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2010.


David A. Canzone, Treasurer

SPECIFICATIONS

Bid No: 12-22; Transportation & Disposal of Class B Aerobic Wastewater Sludge
MINIMUM SPECIFICATIONS & CONDITIONS
St. Johns County, FL

General Requirements:

The following requirements are for the transport and disposal of Residual Wastewater Sludge generated by St. Johns County Utility Ponte Vedra Wastewater Facilities (SJCUPV), a division of St. Johns County Utility (SJCU). The Contractor shall be responsible for providing any and all labor, equipment, transportation and supplies necessary to transport and dispose of Class B wastewater residuals from four (4) Wastewater Treatment Facilities listed herein on an as needed basis as determined by the SJC Utility Department. The Contractor must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals.

The Contractor must meet the County requirements set forth herein regarding scheduling, removal rates, liability, equipment, chain of custodies, abnormal events, disposal site(s), and personnel certification and abnormal events. The Contractor shall also meet all attached requirements contained within the FDEP Operational Permit

Facility & Residual Information:

Residuals are produced by the following four (4) Wastewater Treatment Facilities:

FACILITY	FDEP PERMIT #	ADDRESS
Marsh Landing WWTF	FL0044253	166 Marsh Cove Drive, Ponte Vedra Beach, FL 32082
Players Club WWTF	FL0044245	5250 Palm Valley Road, Ponte Vedra Beach, FL 32082
Innlet Beach WWTF	FL0044237	605 Palmera Drive East, Ponte Vedra Beach, FL 32082
Sawgrass WWTF	FLO117897	10047 Sawgrass Drive West, Ponte Vedra Beach, FL 32082

Wastewater Residuals produced by the above referenced facilities are classified as Class "B". The facilities shall achieve Class "B" pathogen reduction as required in 40CFR 503.32(b)(3) and Florida Administrative Code, (FAC) 640.600 (1)(b). Vector Attraction shall be met by meeting 40CFR 503.33(b)(10) and FAC 62-640.600(2)(a), which calls for the incorporation of residuals applied to or placed on the land surface within specified time periods after application of placement on the land surface.

Sampling & Analysis of Residuals:

Sampling and analysis shall be conducted in accordance with 40CFR Part 503, Section 503.8. Grab samples shall be used for pathogens and composite samples for metals. Residuals cannot be applied if any single ceiling concentration is exceeded.

The residuals dry solids content shall be from 1.5% to 3.0%. A monthly average on a wet ton basis is 102 wet tons estimated at such time hauling changes from liquid to cake.

Sampling shall be conducted on an annual basis for the following parameters:

PARAMETER	CEILING CONCENTRATION	CUMULATIVE APPLICATION LIMITS
Total Nitrogen	Report Only	N/A
Total Phosphorous	Report Only	N/A
Total Potassium	Report Only	N/A
Arsenic	75mg/kg dry weight	36.6 pounds/acre
Cadmium	85mg/kg dry weight	34.8 pounds/acre
Copper	4300 mg/kg dry weight	1340 pounds/acre
Lead	840 mg/kg dry weight	268 pounds/acre
Mercury	57 mg/kg dry weight	15.2 pounds/acre
Molybdenum	75 mg/kg dry weight	N/A
Nickel	420 mg/kg dry weight	375 pounds/acre
Selenium	100 mg/kg dry weight	89.3 pounds/acre
Zinc	7500 mg/kg dry weight	2500 pounds/acre
p.H.	Report Only	N/A
Total Solids	Report Only	N/A

It shall be the duty of the Contractor to insure that the cumulative loading limits are not exceeded by the applicator

The Contractor shall be furnished with copies of the most recent test results. The Contractor shall supply to the Utility Department an Annual Report containing all samples and field collection data that directly impacts the Utility Department residual disposal sites and/or that is required by the facility(s) Permit.

Chain of Custody & Record Keeping:

Each load of residuals removed shall have its own Chain of Custody and will contain both Facility and Application Certification Statements. The Applicator statement shall read as follows:

This Certifies that I shall be transporting this load to an approved agricultural use site specified within the facility Permit as required by Chapter 62-640 FAC. The Transport shall sign, date and record time in and out.

Facility Statement shall read as follows:

This certifies that the wastewater residuals contained herein have been properly treated and stabilized according to FAC 62-640 and 40 CFR Part 503. I further certify that this is a full load being transported. Certified operator shall sign and date.

Chain of Custody shall have the following information regarding transport vehicle and residual information:

1. Truck Registration #
2. Trailer Unit #
3. Residual Type
4. Residual Classification
5. Residual Volume

Agricultural Site Data:

1. Weather Conditions
2. Site Location
3. Area of Application for the load
4. Method of Application
5. Water Table

Information required by Permit, 40CFR 503 or FAC 62-640 pertaining to the Agricultural Use Site loading and agromic rates shall be supplied by the Contractor on a semiannual basis and kept by the Utility Department for perpetuity. All other test and field data shall be maintained for a minimum of five (5) years.

Equipment & Personnel:

Residuals shall be removed from each facility at the established sites. Each location has a 4" flex hose fitted with an aluminum cam-lock. It shall be the responsibility of the Utility Department to maintain the delivery system to the residual tanker. The tanker along with all pumps, valves, hoses and fittings shall be maintained so as to prevent leakage. The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled. Clean up shall be at the time of the spill.

The Contractor shall only use personnel who have been trained on the equipment and possess the required CDL license and endorsement for the vehicle to be used.

Scheduling:

The Wastewater facilities are staffed Monday through Friday from 6:30am – 2:30pm with the exception of the Sawgrass WWTF, which is staffed from 6:00am – 4:00pm. Hauling shall be from 6:30am – 2:30pm at all facilities except Sawgrass. The Lead Operator or the Operator in charge shall give the Contractor a minimum of forty eight (48) hours notification as to the location and volume of residuals to be removed.

Abnormal Events:

An abnormal event is defined for the purposes of this Bid as an event, scheduled or un-scheduled, which requires large volumes of sludge to be removed in a short amount of time. The estimated volume of sludge that would need to be hauled in a day is 36,000 gallons and 150,000 gallons for a week. The estimated wet tons that would need to be hauled in a day is 10 loads. The Contractor must have sufficient resources to meet abnormal event volumes.

The Contractor shall have an approved disposal site that is available for use during historically wet weather months and/or when rainfall amounts restrict residual application due to high ground water levels.

Prohibited Acts:

Any application of the residuals to non-approved disposal sites or in a manner that does not meet the requirements contained with the FDEP operating permits for SJCUPV wastewater facilities is prohibited. The use of equipment for transport and/or disposal of the residuals shall not be used in the transport or disposal of materials which by contact or reaction may result in a violation of the limits set forth for the land application of Class B residuals per FAC 62-640 and 40CFR 503.

Liability of Contractor/Applicator/SJC Utility Dept

The Permittee shall not be held responsible for violations resulting from land application of residuals if the Permittee can demonstrate that it has delivered residuals that meet the parameter concentrations and appropriate treatment requirements as specified within the facility(s) Permit. The Contractor shall legally agree in writing to accept responsibility for proper land application of the residuals. The agreement shall state that the Contractor agrees, upon delivery of residuals that have been treated as required by FAC 62-604, that he shall accept responsibility for proper land application of the residuals and shall comply with the requirements contained within each facility's Permit. The contractor shall be furnished with copies of those requirements pertaining to this agreement.

The SJC Utility Department shall not be liable for violations resulting from land application of residuals if said residuals meet parameter concentrations and treatment requirements as required by the Permit. The Contractor shall be responsible in the event that by cause or accident the residuals are released at any site other than those specified by Permit for each facility.

Delivery Requirements:

The Bid Price must include any and all delivery charges for disposal at any site selected by the Contractor. The disposal site must be approved by FDEP, EPA and OSHA where applicable.

Delivery of residuals at the disposal site from the collection site(s) must be accomplished on the same day as the collection of the residuals. Disposal must be accomplished in accordance with these Specifications. The Contractor must have for its use a primary and secondary disposal site selected.

Fuel Surcharges:

Fuel surcharges shall be permitted based on the U.S. Energy Information Administration's Lower Atlantic On-Highway Diesel Price Index. When submitting invoices for work completed, the Contractor shall use a monthly average to calculate the fuel surcharge for that invoice. The beginning base shall be the average calculated for the month of November 2011, which is 3.88/gal. This price index is available online through the following link: <http://www.eia.gov/petroleum/gasdiesel/>.