

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO. 13-33 COLLECTION, TRANSPORTATION & DISPOSAL OF SEWAGE SLUDGE FOR THE SJC UTILITY DEPARTMENT**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Shelley's Environmental Systems to perform collection, transportation and disposal of sewage sludge from two (2) wastewater treatment plants; and

**WHEREAS**, the scope of the project shall consist of collecting sewage sludge from the designated wastewater treatment plants, transporting collected sludge to convert to Class AA sludge to be converted to fertilizer for land application on an as needed basis; and

**WHEREAS**, through the County's formal bid process, Shelley's Environmental Systems was selected as the lowest, responsive, responsible bidder 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 finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 13-33 to Shelley's Environmental Systems.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Shelley's Environmental Systems on behalf of the County for the performance of collection, transportation and disposal of sewage sludge as specifically provided in the Bid Documents for Bid No 13-33.

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.

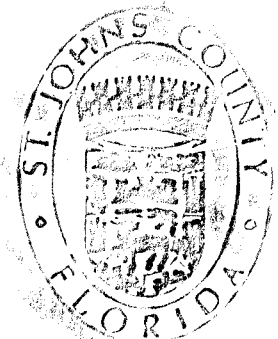
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19 day of March, 2013.

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

By: [Signature]  
BOCC Chair

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

**RENDITION DATE** 3/21/13





**CONTRACT AGREEMENT**  
**Bid No: 13-33; COLLECTION, TRANSPORTATION**  
**& DISPOSAL OF SLUDGE**  
**Master Contract #: 13-MCC-SHE-04195**

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between St. Johns County, FL, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and Shelley's Environmental Systems authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is P.O. Box 249, Zellwood, FL 32798 and whose Phone: (407) 889-8042 and Fax: (407) 889-4408.

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

**ARTICLE 1 – DURATION and EXTENSION**

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of one (1) calendar year, 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 perform **collection, transportation and disposal of sewage sludge** for the SJC Utility Department in accordance with Bid No: 13-33 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of David Parker, Wastewater Superintendent, SJC 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 SJC Utility Department. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the SJC 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 of **forty two dollars thirty seven cents (\$42.37) per ton** for the collection, transportation and disposal of sewage sludge as submitted in the Bid Proposal. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by SJC Utility Department 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 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 may return a bill/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 by the COUNTY upon failure by the CONTRACTOR to comply with any portion of the responsibilities under this Contract Agreement. The COUNTY shall provide written notification of any and all issues of non-compliance, which the CONTRACTOR shall then have five (5) business days to correct. If correction is not made, or acceptable corrective action has not been taken within the provided five (5) day period, the Contract Agreement may be terminated by the COUNTY for cause upon giving at least ten (10) days advance written notice to the CONTRACTOR.

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 not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

A brief description of operations referencing the Bid/RFP Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing

requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

1. **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
2. **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
3. **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
4. **Umbrella or Excess Liability:** The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

## ARTICLE 12 - 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 13 - 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 14 - 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 of 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 15 - 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 16 - 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 17 - 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract Agreement, and the Equipment Lease Agreement signed by both parties 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 25 - 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 26 - 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 27 - 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 28 - 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 29 - 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 30 - 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:

Shelley's Environmental Systems  
**Attn: Mr. David Shelley, Jr. President**  
P.O. Box 249  
Zellwood, FL 32798

**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.

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**ST. JOHNS COUNTY, FL:**

\_\_\_\_\_  
Joe Burch, Purchasing Director

\_\_\_\_\_  
Date

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST:  
CLERK OF COURT**

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

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Shelley's Environmental Systems  
Company Name

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**BID NO: 13-33; COLLECTION, TRANSPORTATION & DISPOSAL  
OF SLUDGE FOR SJC UTILITY DEPARTMENT**

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Unit Price as submitted on the "Official Total Bid Form" in the Bid Documents. The Unit Price 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.

The County will determine price adjustments on a monthly basis throughout the duration of the Contract. All monthly price adjustments shall be determined by the FDOT Index for No. 2 Diesel as of January 2013. This index may be accessed on the FDOT Website. The beginning base shall be the calculated for the first month of the initial contract term. Each month the County shall evaluate whether the submitted invoice shall be adjusted up or down based on documentation submitted by the Contractor demonstrating the current month's average added to or subtracted from the beginning base according to the above referenced price index.

**EXHIBIT "B"**

**BID NO: 13-33; COLLECTION, TRANSPORTATION & DISPOSAL  
OF SLUDGE FOR SJC UTILITY DEPARTMENT**

**CONTRACT SCHEDULE**

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

***Initial Contract*** – Shall become effective on the date of execution by all parties, 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  
BID TABULATION**

**BID TITLE**

COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

**OPENED BY**  
**TABULATED BY**

JAIMIE LOCKLEAR  
SHARON HALUSKA

**BID NUMBER**

13-33

DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT

**VERIFIED BY**

**OPENING DATE/TIME**

February 20, 2013 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

**POSTING DATE/TIME**

02/20/13 3:00 PM

**UNTIL**

02/25/13 3:00 PM

**PAGE (S)** 1 of 1

**FROM**

02/20/13 3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

BIDDERS	UNIT PRICE PER TON	METHOD OF DISPOSAL	BID BOND	ADDENDUM # 1	ADDENDUM #2		
T. WAYNE HILL TRUCKING	\$52.50	FERTILIZER CONVERSION TO CLASS "AA"	YES	YES	YES		
Shelley's Environmental Systems	\$42.37	FERTILIZER CONVERSION	YES	YES	YES		

**BID AWARD DATE -** \_\_\_\_\_



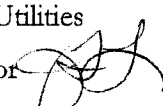
**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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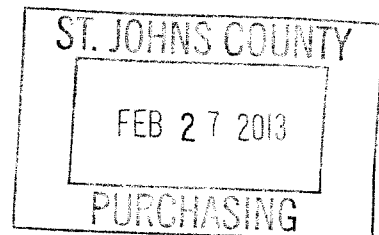
**TO:** Frank Kenton, Administrative Manager of Utilities  
**FROM:** Jaime Locklear, CPPB, Contract Coordinator   
**SUBJECT:** Transmittal of Bids Received for Bid No. 13-33, Collection, Transportation & Disposal of Sludge  
**DATE:** February 20, 2013

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 C 2 Kenton  
Date 2/26/13  
Budget Amount \$ 245,746  
Account Funding Title Sewage Treatment & Disposal- Contractual Services  
Funding Charge Code 4415-53120  
Award to Shelley's Environmental Systems  
Award Amount Based on usage



**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 13-33**

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

**PROJECT:** Collection, Transportation & Disposal of Sludge

**TO:** ST. JOHNS COUNTY, FL

**DATE SUBMITTED:** Feburary 20, 2013

**BID PROPOSAL OF**

<u>Shelley's Environmental Systems</u>	<u>(407)889-8042</u>
Full Legal Company Name	Telephone No.

Bidders: Having become familiar with site conditions of the project, and having carefully examined the Bid Documents and specifications, entitled **Bid No: 13-33; Collection, Transportation & Disposal of Sludge** in St. Johns County, Florida, prepared by the St. Johns County Purchasing Department, 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 total annual bids quoted in this Bid Proposal summarized as follows:

**Unit Price Bid:**

**For:** Collection, Transportation & Disposal of Sludge

**UNIT PRICE PER TON: \$** 42.37  
(Amount Written in Numerals)

**UNIT PRICE PER TON \$** Forty Two and 37/100 /100  
(Amount Written in Words)

**METHOD OF DISPOSAL:** Fertilizer Conversion  
(Landfill, land application, incineration, composting, fertilizer conversion, etc)

\*Each bidder shall ensure that the numerical amounts quoted on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. If a discrepancy appears between the amount written in numerals and the amount written in words, the amount written in words will be used as the official submitted bid.



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

No.:   1   Date Received: January 29, 2013

No.:   2   Date Received: Feburary 07, 2013

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 Bid Documents and Project Specifications.

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, 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 the Owner, within the same time limit specified in the Bid Documents 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 and Bond 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.



## St. Johns County Board of County Commissioners

Purchasing Division

January 29, 2013

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 13-33; Collection, Transportation & Disposal of 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/Responses:*

- 1. If the Contractor does not render the Biosolids Class AA, is it then the responsibility of the Contractor to do all State Reporting?**  
Answer: St. Johns County Utility Department requires for the sludge to be stabilized to Class AA per the Specifications stated on p. 26 of the Bid.
- 2. What company is presently performing this service for the County?**  
Answer: Shelley's Environmental Systems
- 3. What are they charging to perform this service?**  
Answer: The current unit price is \$42.37/ton
- 4. Is there a separate price if the solids are handled as a Class B vs. Class AA?**  
Answer: No. The County is only requesting pricing for sludge that will be stabilized to Class AA sludge (See Answer #1 above).
- 5. The boiler plate package states there is a bid bond requirement but the actual bid does not refer to one. Which is correct?**  
Answer: Yes, there is a requirement for a bid bond. Please see p. 8 of the Bid Document for instructions.
- 6. Is there a Pre-Bid conference? If so, what is the date and time?**  
Answer: No, there will be no pre-bid conference.
- 7. What other contractors have requested bid packages?**  
Answer: There are 13 plan holders for this bid. They are as follows: Advanced Disposal, Construction Journal, Degrove Surveyors, Pacesetter Personnel Service, Prolime Corporation, Republic Services, Sweetwater Environmental, T. Wayne Hill Trucking, Universal Service, Vendorlink, Waste Management, Waste Pro USA, and Westwind Contracting.

**THE BID DUE DATE REMAINS: Wednesday, February 20, 2013 at 2:00 P.M.**

Acknowledgment

Sincerely,

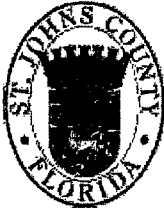
*James David Sully 2/7/13*  
Signature and Date

Jaime T. Locklear  
Contract Coordinator  
Purchasing Department

*James David Sully President*  
Printed Name and Title

*Shelley's Environmental Systems*  
Company Name (Print)

END OF ADDENDUM #1



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #2

February 7, 2013

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 13-33; Collection, Transportation & Disposal of Sludge

This Addendum #2 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/Responses:*

1. **Who is the current hauler?**  
Answer: Please see Addendum #1
2. **What is the original and current price?**  
Answer: Please see Addendum #1
3. **Is there any fuel surcharge?**  
Answer: Please see p. 27 of the Specifications for fuel price adjustment information.
4. **Where is the current hauler disposing of the sludge?**  
Answer: The current hauler treats the sludge to Class AA and sells as fertilizer commercially. There is no way to track specific locations where fertilizer is used.
5. **Can we utilize a dump trailer?**  
Answer: Yes, this is acceptable as long as the containers meet the minimum requirements of the specifications.
6. **If a vendor is submitting a certified cashier's check for the Bid Bond, how do we address pgs 19-23 of the Bid?**  
Answer: If the vendor is submitting a certified cashier's check for the Bid Bond, then the Bid Bond Form, and Attachment "C", provided in the Bid Documents, are not required with the vendors submitted Bid Proposal. All other attachments, forms and supplemental documentation are still required.

**THE BID DUE DATE REMAINS: Wednesday, February 20, 2013 at 2:00 P.M.**

Acknowledgement

Sincerely,

*J. Paul Shelly Jr.*  
Signature and Date

**Jaime T. Locklear**  
Contract Coordinator  
Purchasing Department

*James Davis Shelly, Jr. President*  
Printed Name and Title

*Shelly's Environmental Systems*  
Company Name (Print)

**END OF ADDENDUM #2**

**CORPORATE/COMPANY**

Full Legal Company Name: Shelley's Environmental Systems (Seal)

By: David Shelley Jr. David Shelley Jr. President  
(Signature Authorized Representative) (Name & Title typed or printed)

By: Barbara E Shelley Barbara Shelley Vice President  
(Signature Authorized Representative) (Name & Title typed or printed)

Company Address: P.O. Box 249, Zellwood, FL 32798

Telephone No: (407) 889-8042 Fax No: (407) 889-4408

Email Address for Authorized Company Representative: rdonohue@shelleysseptic.com

Federal I.D. Tax Number: 59-2923707 DUNS #: 14-743-7479

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

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

Telephone No.: ( ) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number:

- Attachments: "A" - Affidavit
- "B" - List of Proposed Subcontractors/Franchise Holders
- "C" - Certificate as to Corporate Principal
- "D" - License/Certification List
- "E" - List of References
- "F" - List of Equipment
- Bid Bond

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

ATTACHMENT A

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, 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 David Shelley who being duly sworn, deposes and says he is President (Title) of the firm of Shelley's Environmental Systems Bidder submitting the attached proposal for the services covered by the bid documents for Bid No:13-33, Collection, Transportation, & Disposal of Sludge, in St. Johns County, Florida.

The affiant further states that no more that 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 nor 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.

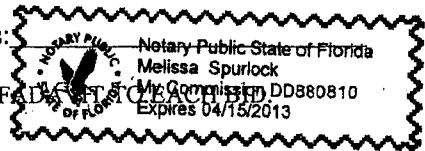
Shelley's Environmental Systems  
(Bidder)

Sworn and subscribed to me this 19 day  
of Feb, 2013.

By: David Shelley  
President  
(Title)

Notary Public:  
Melissa Spurlock  
Signature  
Melissa Spurlock  
Printed

My commission Expires:



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

**ATTACHMENT B**  
**LIST OF PROPOSED SUBCONTRACTORS/FRANCHISE HOLDERS**

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

**DIVISION OF WORK**

**NAME & ADDRESS**

<b><u>DIVISION OF WORK</u></b>	<b><u>NAME &amp; ADDRESS</u></b>
NONE	



**ATTACHMENT C**  
**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ 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 \_\_\_\_\_, 2013, 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 held.

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

License Name	License #	Issuing Agency	Expiration Date
Domestic Waste Water Treatment Plant	FLA016177	FDEP	12/29/2015
Fertilizer License	F001871	State Of FL Dept of Agriculture services	6/30/2013
Registered Septic Contractor	SR0890655	FL Dept of Health	9/30/2013
U.S. DOT Permit	USDOT854918FL	FDOT	N/A

ATTACHMENT "E"  
List of References

Each Bidder shall provide five (5) references from customers for which services of the size and scope of those included in this bid have been provided within the last five (5) years. The full contact information for each reference shall be placed in the spaces provided below.

Contact Name/Title: David Parker-Waste Water Supertinent  
 Name of Firm: St. Johns County Utilities  
 Address: 120 South State Road 16  
 Phone #: (904) 209-2642 Fax #: (904) 209-2602  
 Email Address: dparker@costjohns.fl.us

Contact Name/Title: Bob Elmquist - Sr Project Coordinator  
 Name of Firm: City of Apopka  
 Address: P.O. Box 1229, Apopka, FL 32704  
 Phone #: (407) 703-1731 Fax #: (407) 703-1748  
 Email Address: Relmquist@apopka.net

Contact Name/Title: Perry Davis- Purchase Manager  
 Name of Firm: Orange County Florida  
 Address: 200 E South Street Orlando, FL  
 Phone #: (407) 836-5635 FAX# (407) 836-5899  
 Email Address: wwOrangecountyfl.net

Contact Name/Title: Chris Wall - Plant Supertinent  
 Name of Firm: City of Daytona Beach  
 Address: P.O. Box 2451, Daytona Beach, FL 32115  
 Phone #: (386) 671-8810 Fax #: (386) 671-8805  
 Email Address: walle@codb.us

Contact Name/Title: James Kinzler - Utilities Director  
 Name of Firm: City of Clermont  
 Address: P.O. Box 20219 Clermont, FL 34712  
 Phone #: (352) 241-0178 Fax #: (352) 241-0542  
 Email Address: JKinzler@Clermontfl.org

\* St. Johns County reserves the right to ask for additional information.

ATTACHMENT "F"

**LIST OF EQUIPMENT**

Each Bidder shall submit a list of any and all company-owned equipment that shall be available and/or utilized to perform the services required under this contract. Equipment must be sufficient to perform the required services, and must comply with 40 CFR 503 and 62-640 FAC.

See attached equipment list

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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 \_\_\_\_\_, 20\_\_ 2012.

**For**  
**Collection, Transportation & Disposal of 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_, 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.

WITNESSES:

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

WITNESSES:

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

\_\_\_\_\_  
PRINCIPAL:

\_\_\_\_\_  
NAME OF FIRM:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT (AFFIX SEAL)

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

\_\_\_\_\_  
NAME OF LOCAL INSURANCE AGENCY

# **SPECIFICATIONS**

**Bid No: 13-33; Collection, Transportation & Disposal of Sludge**  
**MINIMUM SPECIFICATIONS**

The Contractor shall be responsible for the collection, transportation and disposal of sewage sludge (wastewater biosolid residual) as defined in 40 CFR 503 and 62-640 FAC. All services performed by the Contractor must comply with any and all local, state, and federal regulations and laws as previously stated throughout the duration of this contract.

The Contractor shall provide necessary information and assistance, as required, to meet the requirements contained within permits issued to St. Johns County by the United States Environmental Protection Agency and the Florida Department of Environmental Protection. Current permits are for disposal with Shelley's Environmental Systems or a Class I Landfill.

**SLUDGE**

The belt filter press at each location receives waste activated sludge at approximately 1%-1.5% solids. After dewatering the waste activated sludge, the belt filter press produces cake sludge solids at approximately 14%-16%. The SJCUD produces approximately five thousand eight hundred (5,800) wet tons of sludge each year.

**LOCATIONS**

Two of the St. Johns County Utility Department (SJCUD) wastewater treatment plants operate belt presses which produce sludge that the Contractor will collect. These two wastewater treatment plants are located at the following addresses:

Anastasia Island Wastewater Treatment Plant  
860 W 16<sup>th</sup> Street  
St. Augustine, FL 32080

State Road 16 Wastewater Treatment Plant  
3000 Industry Center Road  
St. Augustine, FL 32084

The Contractor shall be required to place container(s) capable of receiving sludge directly from the belt press at each of the above stated locations.

**CONTAINERS**

The containers provided by the Contractor for the purposes of collecting the sludge from the conveyor of the belt press at each wastewater treatment plant shall have a minimum capacity of thirty (30) cubic yards. Containers shall be designed and maintained to prevent the loss of any material upon loading and transport. Containers must be designed to be moved using a 1992 Volvo Tandem Axle Semi with wet line kit.

Upon the effective date of the Contract, the Contractor shall be required to place container(s) at both SJCUD wastewater treatment plant locations as directed by SJCUD. The Contractor shall then be responsible for removing full containers and replacing with empty containers as needed to sufficiently meet the needs of each facility. SJCUD anticipates one to three containers to be on-site at AI WWTP and up to two containers on-site at SR 16 WWTP Monday through Friday. The Contractor shall be responsible for placing or picking up containers on weekend days to meet the needs of either or both locations. SJCUD will notify the Contractor when containers must be placed and/or removed. The Contractor must remove and/or place containers on-site as necessary within twenty four hours (24hrs) of this notification.

The Contractor shall determine the weight of each load of sludge with certified scales located at one of the plant sites at the Contractor's expense, at the Contractor's disposal facility, or at any mutually agreed upon third party site. A weight ticket for each load must accompany the invoice submitted by the Contractor for payment.

**DISPOSAL**

The Contractor must provide the method of stabilization used to render sludge suitable for appropriate disposal. Stabilization shall be to Class "AA" sludge as per 40 CFR 503 and 62-640 FAC.

If the Class "AA" sludge is not a registered licensed fertilizer as per Florida Department Agriculture Consumer Services (FDACS), the Contractor will be required to submit a Residuals Annual Summary to FDEP annually by February 19<sup>th</sup> of each year. If the Class "AA" sludge is a registered licensed fertilizer, the Residuals Annual Summary is not required.

The Contractor shall provide evidence of FDEP permit for the processing facility and FDEP authorization of disposal sites if



applicable. Monthly DMR's shall also be submitted if required of the facility. Any marketing and distribution systems for final product disposal must also be provided, if required of the facility.

The contractor will be required to provide monthly reports listing the wet tons received, ticket numbers of loads transported, trailer numbers, along with monthly marketing (if applicable) and biosolids distribution reports to the SJCUD.

**FUEL PRICE ADJUSTMENT**

The fuel price adjustment will be based on the FDOT Index for No. 2 Diesel as of January 2013. The fuel price adjustment shall fluctuate up or down depending on the index. The selling price will be adjusted once per month based on the previous month's FDOT diesel fuel price index, which will be the price for all deliveries made during the current month. A calculation sheet for fuel price adjustment must be included with all invoices. The formula used to calculate the price change will be as follows:  $((A*B)/C = D)$  as demonstrated in the sample calculation below.

(A) Average gallons of fuel per load	(B) FDOT Index	(C) Average Tons per load	(D) Average fuel cost per ton
30	2.7374	24.2	3.3935

The calculations shall be forward looking and will be valid for one month. The calculation sheet must be submitted with the billing invoice each month for price verification.