RESOLUTION NO: 2015 - 60

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 MISC NO: 15-50 NORTHWEST MASTER LIFT STATION WET WELL CLEANING FOR ST. JOHNS COUNTY UTILITY DEPARTMENT.

RECITALS

WHEREAS, the County desires to enter into a contract with Polston Applied Technologies to clean the wet well at the Northwest Master Lift Station for the St. Johns County Utility Department as proposed; and

WHEREAS, the scope of the service shall include mobilization, removal of rags, sand, grit, and debris from the master lift station tank, cleaning and jetting of associated pipe lines, testing of materials, hauling and disposal of removed materials, cleanup and demobilization; and

WHEREAS, through the SJC Utility Department's informal proposal process, Polston Applied Technologies was selected 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 proposed 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 Misc No: 15-50 to Polston Applied Technologies;
- Section 3. The County Administrator, or designee, is further authorized to execute a contract in substantially the same form and format as attached hereto to Polston Applied Technologies on behalf of the County for the services referenced above as specifically proposed in the Contract Documents for Misc No 15-50.
- 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 17 day of March, 2015.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:

Priscilla L Bennett, BOCC Chair

ATTEST: Cheryl Strickland, Clerk
By: Jam Haltermen
Deputy Clerk

RENDITION DATE 3/19/15

CONTRACT AGREEMENT

(Revised 11/25/13)

For: Misc 15-50 - - Northwest Master Lift Station Wet Well Tank Cleaning

THIS Contract Agreement is made as of this da	ay of		("Effective Date") betw	
ST JOHNS COUNTY ("Owner"), a political sub-	division of the State	of Florida, with	mailing address: 500	San
Sebastian View, St. Augustine, FL 32084, and Polston	n Applied Technologi	es ("Contractor"),	with mailing address: 1	<u>990</u>
Main Street, Suite 750, Sarasota, FL 34236 hereinafter	er referred to as the "C	ontractor" whose	Phone: <u>(941) 444-1440</u>	and
Fax: (941) 309-5316 and email: rsmith@polstonproces				

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

- 1. **Duration.** The duration of this Contract Agreement shall be <u>Sixty (60)</u> Consecutive Calendar Days from Effective Date from the Contract Agreement Date above ("Effective Date).
- 2. Scope of Services. The Contractor shall, in accordance with the Contract Documents, provide the following ("Services"): The scope of work shall include but may not be limited to mobilization/demobilization, furnish all labor, materials, equipment and any other items necessary to remove rags, sand, grit and debris from the tank, clean and jet the associated pipelines, test, haul, and dispose of removed materials at the Northwest Master Lift Station in St. Johns County. The work also includes cleanup upon completion of the services.
- 3. Contract Documents. The term "Contract Documents" means and includes the following:
 - (1) CONTRACT AGREEMENT
 - (2) REQUEST FOR APPROVAL
 - (3) PRICING PROPOSAL PBM CONSTRUCTORS, INC. PROPOSAL (copy attached)

All documents identified above are hereby incorporated into and made part of this Agreement.

- 4. Commencement of Services. Contractor shall commence the Services upon notification by the Owner and services shall be performed in accordance with a timeline shown above. Authorization for any additional services beyond the Scope of Services provided herein shall be made in writing in the form of a Change Order executed by the Owner and the Contractor.
- 5. Compensation. Total Estimated Value per Polston Applied Technologies proposal dated January 13, 2015 = \$Two Hundred Thirty Six Thousand Five Hundred Seventy Five Dollars & 50/Cents (\$236,575.50). Compensation to the Contractor shall be adjusted up or down based on documented actual quantities submitted with invoice(s).

All pricing shall remain firm for the duration of this Contract Agreement.

- 6. Permits and Licenses. To the extent that the Contractor needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Contract Agreement, then the Contractor shall be responsible for securing, obtaining/acquiring, and maintaining, at the Contractor's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
- 7. Independent Contractor Status. The Contractor, is, and shall be, in the performance of all work, Services, and activities, noted under this Contract Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the Owner. As such, neither the Contractor, nor any employees, agents, officials, servants, nor subcontractors of the Contractor are eligible for any benefits afforded employees or officials of the Owner. The Contractor shall exercise control over the means and manner in which the Contractor, and the Contractor's employees perform the work and Services described in this Contract Agreement. The Contractor does not have the power or authority to bind (legally or equitably), in any manner whatsoever the Owner in any promise, agreement, or representation, other than as specifically provided in this Contract Agreement.

8. Amendments to this Contract Agreement. Both the Owner and the Contractor acknowledge that this Contract Agreement constitutes the complete agreement and understanding of the parties. Further, both the Owner and the Contractor acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the Owner, and the Contractor.

9. Public Records

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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.
- b. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- c. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.
- 10. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
- 11. **Termination**. This Contract Agreement may be terminated with or without cause, by the Owner, upon twenty-four (24) hours prior written notice to the Contractor.
- 12. Governing Law and Venue. This Contact Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract Agreement shall be in St. Johns County, Florida.
- 13. Indemnity. To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner from, and against, any, and all claims, liabilities and reasonable expenses associated with or growing from any act or

omission on the part of the CONTACTOR, its agents, employees and/or representatives in connection with its performance of or its failure to perform the Services, terms and conditions set forth in this Contract Agreement.

14. 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 St. Johns 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. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida 500 San Sebastian View St. Augustine, Fl 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 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.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

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

15. This Contract Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Contract Agreement, **three (3) copies** of which shall be deemed an original on the date first above written.

Owner	Contractor
St. Johns County (Typed Name)	Polston Applied Technologies (Seal) (Typed Name)
By:	By:Authorized Representative Signature
<u>Dawn Cardenas, Purchasing Manager</u> Printed Name & Title	Printed Name & Title
Date of Execution	Date of Execution
Legally Sufficient:	
By: Sr. Assistant County Attorney	
Date of Execution	_
Cheryl Strickland, Clerk of Courts:	
By:	(Seal)
Date of Execution	

REQUEST FOR APPROVAL ST JOHNS COUNTY PURCHASING

2	T. JOHNS COMMY	1
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	7 7 21 0	
	PURCHASING	

SUBJECT: Northwest Master Lift Station Wet Well Cleaning			
	PURCHASING		
SUGGESTED VENDOR: Polston Applied Technologies ESTIMATE: \$	\$245,000.00		
REASON FOR REQUEST: AStandardization DX Only Known Supplier BSpare Parts CReplacement Parts FEnvironmental Urgency BUDGET ACCOUNT NO/DESCRIPTION: 4484-56302-6436-56302 PURCHASING POLICY NUMBER: GPublic Safety Emergency H. X Time Restriction IOther BUDGETED AMOUNT: \$250,000.00			
The Northwest Master Lift Station has an above ground 500,000 gallon wet well tank which requires cleaning and wastewater debris. Upon commissioning of the new Northwest Wastewater Treatment Plant (NW WWT) converted to a reuse storage tank that will provide supplemental reuse supply during peak demand periods a flushing of the NW WWTP sewer force main pipeline. The tank was installed in 2009 and has never been cleaning to the NW WWTP sewer force main pipeline.	ΓP), the master lift station will be and a source of water for routine		
Polston Applied Technologies (PAT) uses proprietary equipment and a process which can be completed wh significantly reducing costs and the necessary by-pass pumping during the cleaning process. Because PAT at tank is in service, significant time can be saved in the project schedule. This will also reduce the overall cost relieve a large burden on the Utility operating staff with the ability to bring this tank on-line earlier and avoit contractors. Several other cleaning contractors have prepared informal proposals for the work (all assuming ranged between this amount and significantly higher. Staff request approval to use Polston Applied Technological past experience.	can remove the debris while the ts to the Utility significantly and id impact to other on-site the tank out of service) which		
	DATE: 1/26/15		
DEPT. MANAGER: Gordon Smith, P.E., Engineering Manager	DATE: 1/26/15		
DIVISION MANAGER: William G. Young, Utility Director	DATE: //26/15		
PURCHASING REVIEW DISPOSITION: A. Concurs with Request B. Does not concur with Request C. Requires approval(s) as listed below	,		
COMMENTS:			
BUYER: DATE: PURCHASING DIRECTOR: Dawn Cai	denos DATE: 1/28/16		
MANAGEMENT REVIEW DISPOSITION: A. Concurs with Request B. Does not concur with Request	deads Division 1/2 1/3		
COMMENTS:			
Darrell Locklear, Assistant County Administrator	PECEIVED DATE: 7 24 55014		
Jerry Cameron , Assistant County Administrator U	DATE: St. Johns County Administration		
Michael D. Wanchick, County Administrator	DATE:		

(Use reverse side for additional comments)
Return to Purchasing when completed.



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO:

File

FROM:

Scott Trigg, P.E., Chief Engineer, Capital Improvements

SUBJECT:

Background data to file for Polston - NW Master LS Tank Cleaning

DATE:

1/26/15

The NW Master LS has a 500,000 gallon glass lined fused tank on site that collects sewage and is transferred to the SR16 WWTP. Once the new NW WWTP is brought on-line, the northwest area lift stations will have the capability to bypass this station completely. In order to bypass the facility, new pipe extensions to the force main and reuse mains have be constructed to meet the 20" pipelines recently completed. This allows for a different use for the facility. The Utility has selected to convert this station to a reuse booster station and flushing facility. The flushing portion of this new facility is critical to keeping the force main clean and free of debris during the first several years of operation. Initial flows will not provide the necessary cleansing velocities in the 20" pipeline, thus providing a challenging maintenance issue.

The Utility has set up a phased schedule on the project to meet all the timelines for construction. The project is currently advertised due to these time constraints. The bypass pipelines need to be installed in Phase 1 in order to provide wastewater to the new treatment facility. Any additional delays in this portion of the project could cause delays to the plant start-up and completion dates.

The second phase of the project is the tank cleaning. This is necessary to convert the tank to a reuse facility. The tank has accumulated several feet of rags and sand debris over the years. The Utility has looked into several options to clean the tank with minimal interested parties providing proposals. When recently contacting companies for the proposed work, only Polston could do any of the cleaning while the tank remained in service. This would be important for several reasons.

Meeting the schedule of the NW WWTP start-up and testing. Once Phase 1 is complete and the bypass piping is in place, the tank might be able to be taken off-line. However, the Utility is not comfortable with taking the tank down initially, because if any unforeseen problems occur in the start-up and testing (45-60 days) of the new plant, the Utility would like to have the tank available to resend the wastewater to the SR16 facility which limits risk.

If the tank can remain in service while being cleaned, then the timeline for the tank being off-line completely is greatly reduced. This would minimize the amount of time the 20" force main is subject to low wastewater velocities and sediment and debris build up. The less time the better as maintenance activities would become more challenging and more costly after an extended period of time and the risk of a blockage would be significantly reduced.

LS CONTY

St. Johns County Board of County Commissioners

Utility Department

Keeping the tank in service, would eliminate the need to have bypass pumping equipment and facilities on site during the second phase, thus reducing the costs to the Utility.

Phase 3 is the completion of the new electrical equipment, pumping equipment, piping and the demolition of the existing infrastructure. This can only be completed once the tank is cleaned and available as a reuse supply. Since Phase 1 and Phase 3 are to be completed under one contract currently out to bid, the shorter the downtown between phase 1 and phase 3, the better pricing that is expected from the contractors. This is a distinct advantage in selecting a company which can provide cleaning while the tank is in service.

Attached is a summary sheet showing who the Utility has contacted and the results. Besides Polston, none of the other vendors has the ability to clean the tank while it remains in service. Previously, operational staff has tried to obtain proposals and the resulting information is summarized below:

December 2013 - FCC Environmental contacted and provided quotation

Provided a unit cost per day (\$8,250) but no estimate of the number of days to complete Provided unit costs for disposal (\$50 per ton) if pass paint filter test Provided unit costs for disposal (\$80 per ton) if fail paint filter test Did not provide a tonnage estimate -

Did not take responsibility for any related handling costs or disposal such as rinsing activities and put that back on the Utility. Additionally, did not include water and electric costs; permits; bonds; all laboratory testing; needed Utility representative to be on-site for signature documentation; additional fees for increased safety personal; protection equipment required; and added \$600 per hour for any delays including weather. Additionally any materials deemed not wastewater would be returned to the Utility.

Current estimates from other companies show 4-6 weeks to clean tank. (costs would be upwards of \$350,000 under this assumption).

October 2013 – USI Environemtal contacted and provided

Provided a single paragraph that indicated a cost of \$185,000.

Follow up indicated that was based on hauling 2 loads a day

2 months to complete the work

Dewatering press and equipment on site required significant electrical and water supply Additional disposal of press water

Wanted drying beds to location to store materials for additional drying prior to hauling. Proposal leaves too many liabilities for the Utility without further clarification, documentation and further cost estimates.

SWS Environmental, Jansa, and Settled Solids were contacted by operations as well around that time frame with no proposals being submitted.

Companies to contact for NW MLS cleaning:

1) Merrell Bros., Inc.

Florida Northeast Division 10828 Hampton Road Jacksonville, FL 32257 Blake Merrell

Phone: 765-438-5299

Email: blake@merrellbros.com

This company has indicated that the project is too small for their main interest. However, does not want to leave us with no options. Call back if hit total wall. Their typical projects last 9 months – 1 year in duration.

2) Industrial Vacuum Services, Inc

2950 Old Nation Rd Ste 4

Fort Mill, SC 29715

Phone: 855-342-IVAC (4822)

Fax: 704-665-5654

Email: ivac@comporium.net

Discussed the project with Timothy at 803-802-8363. He is preparing an informal estimate based on the information that I provided him.

Settled Solids is who Marcus used – DO NOT USE THEM – but SJCUD on testimonials page with a quote from David Parker

Office - 866-322-0330 Local - 407-322-0330

4) Sweetwater Environmental Inc

4141 US Highway 27 North, Suite 8

Sebring, Florida 33870

Phone: (863) 385-7458

Fax: (863) 386-0196

info@sweetwaterenvironmental.com

www.sweetwaterenvironmental.com

Left message on 9/16/14 with Spence 863-214-6141.

5) USI Environmental (Recommended by Sawcross, performed Buckman Digester cleaning project)

1571 Eastport Road

Jacksonville, FL 32218

Phone: 904-757-8440

Previous Contact - Dave Patchell

Discussed the project with Dave Patchell. He is still interested. Did not request a revised quotation yet, told him that I would send more information later.

6) Synagro (Recommended by Sawcross)

St. Pete, FL

Scheduled site visit with Clyde Harris on Wednesday, October 1, 2014 at 9:00 am in order to prepare the proposal.

Followed up by email on 10/13/14 — Recial population of the proposal by the pr

charris1@synagro.com email

7) Polston Process

Polston Applied Technologies 1990 Main Street, Suite 750 Sarasota, FL 34236

Toll-Free 844-POLSTON (941-444-1440)

Left an inquiry with project description on Contact webpage. Awaiting response. This is a very interesting company who may be able to clean without taking it out of service. Need to know some more details.

Received call back from Richard Smith - (941) 219-3080 (office) 407-803-3911 (cell) Sent emails back and forth with additional information on 9/25/14. Awaiting proposal. Followed up by email on 10/13/14

8) SWS Environmental Services (Recommended by Danny on the CR 214 project)

Contact: Mike

904-632-0008 (office) 904-790-0689 (cell)



FLORIDA OFFICE
1990 Main Street, Suite 750
Sarasota, FL 34236
(941) 444-1440 / (844) POLSTON Toll Free

www.PolstonProcess.com

MANUFACTURING FACILITY 241 Old Groveton Rd. South Onalaska, TX 77360 (936) 646-7451

St. Johns Master Lift Station Tank Cleaning Quote

January 13, 2015

Teri Pinson, P.E. Scott Trigg, P.E. St. Johns County Utility Department 1205 State Road 16 St. Augustine, FL 32084

REF: Cleaning of 500,000 Gallon Master Lift Station Tank for conversion over to re-use water.

Teri / Scott.

Thank you for the opportunity to provide you a proposal for the removal, transportation, and disposal of the debris in the primary lift station tank. Per our discussions I have included the following with this proposal, scope of services, pricing schedule with lump sum pricing and unit pricing, clarification section and services by SJCUD section. Also attached with this proposal is the Waste Management proposal for disposal of the material for this project.

SCOPE OF SERVICES

Pricing proposal includes the following:

- Mobilization to facility
- 1 Polston Down Hole Pump Truck and 4 Man Crew with Service Truck
- Removal rag / sand / grit / debris from master lift station tank
- Cleaning and jetting of associated pipe lines connected to master lift station tank.
- 2 Polston Pressurized Roll Off Container with Truck
- Testing of Material
- Hauling of material from master lift station to Chesser Island Rd. Landfill
- Disposal of material to a Chesser Island Rd. Class 1 Landfill
- · Clean up at completion of project.
- · Demobilization from facility



FLORIDA OFFICE

1990 Main Street, Suite 750 Sarasota, FL 34236 (941) 444-1440 / (844) POLSTON Toll Free

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MANUFACTURING FACILITY 241 Old Groveton Rd. South Onalaska, TX 77360 (936) 646-7451

PRICING SCHEDULE

Tank Description: 500,000 gallon primary wet well tank	
	Price
LumpSum Pricings	\$180,000.00
Rag / Sand and Grit / Debris Removal from primary wet well tank	
Cleaning and jetting of additional piping connected to primary wet well tank	\$12,000.00
Unit Bricing	
Transportation: Lift Station to Chesser Island Rd. Landfill 176 miles round trip	\$1.50 per Mile
Transportation: Projection based on 4 ft. of rag material and 1 ft. of sand and grit - 46 hauls	\$12,006.00 (est.)
Wet Disposal: Chesser Island Rd. Landfill - Waste Management proposal attached	\$45.00 per Ton
Dry Disposal: Chesser Island Rd. Landfill - Waste Management proposal attached	\$19.50 per Ton
Waste Profile: Chesser Island Waste Profile - Waste Management proposal attached	\$50.00 per profile
Testing: Testing analytics of material (for waste profile approval)	\$400.00 per test
Disposal: Projection based on 644 tons of rag (wet) & 161 tons of sand (dry) - 805 tons	\$32,569.50 (est.)
TOTAL Estimated Project Cost:	\$236,575.50

CLARIFICATION SECTION

	SJCUD – Questions	Polston Response
1.	Add the assumed schedule for the work in the proposal (XX days from start date estimate to start between July 23, 2015 and September 23, 2015)	Polston is estimating that the cleaning of the 500,000 master lift station tank and piping will take between 4-6 weeks to complete. Example: If Polston starts on 7/27/15 work would be complete no later than 9/11/15
2.	As discussed on site, if there are any line items that you would like to convert to a unit cost, please do that. I think we discussed making the disposal line item a unit cost.	Because of the unknown quantities of debris in the tank Polston would like to have the disposal and transportation at the actual cost incurred. Transportation is billed at \$1.50 per mile portal to portal for the disposal of material. The rates for disposal from Waste Management are attached with the final proposal.
3.	See attached figure. This would be the limits of the cleaning that we ultimately need to accomplish before bringing the tank back online. Do you have the capability to clean the portions of pipe shown here as well?	Polston did not include cleaning the pipe runs in the original proposal. Polston will be able to clean these pipe runs with a jetting process. This would be after the tank is brought down and cleaned to below the bottom of the pipe connections. We added a line item on this revised proposal for adding the cleaning of the pipe lines to the scope.
4.		Deleted from scope option.
5.	Do you have the capability to provide disinfection after cleaning, or should we plan on that being an in-house item? If you are including, can you clarify in the first page of the document?	Polston did not include disinfection of the tank after the cleaning. SJCUD should plan on that being scoped in house.
6.	Add to the description that you will comply fully with all applicable safety standards while conducting the services on this project.	Polston will submit our Health and Safety plan as well as a site specific safety plan for SJCUD to review prior to work starting. Polston will also submit all safety training certificates of personnel that will be working on this project prior to work commencing.



FLORIDA OFFICE

1990 Main Street, Suite 750 Sarasota, FL 34236 (941) 444-1440 / (844) POLSTON Toll Free

www.PolstonProcess.com

MANUFACTURING FACILITY

241 Old Groveton Rd. South Onalaska, TX 77360 (936) 646-7451

SCOPE OF SERVICES: SJCUD (by others)

SJCUD	Polston Response
a. Isolation of the ground storage tank from operation when needed.	Polston will notify SJCUD once we have removed the bulk of material from the master lift station tank in service. In order to do the final cleaning of the master lift station the tank will need to be out of service.
b. Access to a water source (please specify the minimum service needed)	Polston will need a 2.5" water connection and supply for our jetting equipment.
c. A discharge point (and any necessary temporary pumping equipment) for wastewater discharged from dewatering equipment and tank cleaning at the facility.	Polston will not need any temporary pumping equipment. Polston will need access to a discharge point for decant water from the primary wet well tank. During all portions of the removal process Polston will need to decant return water on the effluent side of the tank we are cleaning. After removal of the rag material while tank is in service Polston would like for SJCUD to coordinate with Polston to pump down the liquid in the primary wet well tank to just above sand and grit in tank. Polston will then resume down hole pumping operations to remove submerged sand, with all decant return water going into the effluent side of the primary wet well tank. Polston has not included a price to haul or dispose of any free liquids in the master lift station tank.
d. Temporary power supply (please specify power requirements for your equipment)	No power needs at this time.
e. Please add any other items that you have assumed here as well to facilitate our coordination	None at this time.

This estimate is based off of Polston removing the material from the tank and hauling it directly to the Class 1 Landfill. Pricing in this proposal is good for 30 days. If you have any questions or need clarification on the proposal submitted, please don't hesitate to ask. We are looking forward to working together with St. Johns Utility Department to make this project a successful one.

' | | | /

Respectively Submitted

Richard Smith

Service Account Manager Polston Applied Technologies



Waste Management

Chesser Island Landfill Hwy 12, mile marker 26 P.O. Box 128 Folkston, Georgia

(912) 496-7918

November 10, 2014

Mr. Richard Smith
Polston Applied Technologies
1990 Main Street, Suite 750
Sarasota, FL 34236
Office 941-444-1440
Cell 407-803-3911
Fax 941-309-5316
rsmith@polstonprocess.com

RE: Disposal estimate for Rags and Debris located in St Johns, FL

Dear Mr. Smith;

Waste Management is pleased to provide this proposal for the disposal of the below referenced material. Based on the information provided, the following summarizes our quotation.

Waste Location:

St. Johnsh, FL

Waste Description:

Rags and Debris

Disposal Method:

Solidification and/or Direct landfill - Sub-title "D"

Disposal Facility:

Chesser Island Landfill

Disposal Price:

\$19.50 per ton for direct landfill (pass paint filter test)

\$45.00 per ton for solidification

5-ton minimum per load

Price includes Georgia tax, host fee, environmental fee,

and fuel surcharge

Transportation Fees:

N/A

Waste Approval Fees:

\$50 per profile initial approval

\$25 per profile recertification after expiration

Pre-printed Manifests:

\$1.00 per manifest



Terms and Conditions

All pricing is contingent upon the review and approval of the Generator's Waste Material Profile Sheet. The Waste Profile and all supporting documents must be completed and signed by an authorized signatory of the Generator and approved by a Waste Management approvals Chemist.

All confirmation letters must be signed by the customer and returned to WM prior to any loads being shipped into the landfill. Should the waste arrive at the landfill prior to approval or confirmation signature, the waste will be shipped back to the generator at the generators expense.

Please see attachment for a schedule of fees that <u>may</u> be applicable to your shipment.

All transportation must be scheduled and/or changed at least 24 hrs in advance. Should you need to cancel loads without proper notification, you may be charged with a 24 ton minimum for each load.

Waste Management reserves to the right to refuse any load or discontinue any waste stream should such waste pose a threat to human health or safety, prove to be operationally challenging, or is in violation of any WM permit.

This proposal is good for 9 months. If not accepted in the allotted time, all pricing will expire.

Upon acceptance of the proposal, please contact me at your earliest convenience for the paperwork required to begin the approval process.

Thank you for the opportunity to provide you with this proposal. If you have any questions, please feel free to contact me at 863-227-3441.

Sincerely,

Robert A. Lactese Jr. Via f-mail

Robert A. Scotese Jr.
Waste Management
Senior Account Manager - Heavy Manufacturing and Industrial

Attachment



ATTACHMENT

CHESSER FACILITY SURCHARGES: (If Applicable)

Waste approval fee - \$50.00 per profile

Waste approval recertification fee (after expiration) - \$25.00 per profile

Expedited "At-Gate" approvals - \$250 per profile

Pre-printed manifests - \$1.00 per manifest

Spill Clean-up - \$500 per event

Late loads after hours - \$250 per event

Unscheduled Solidification loads - \$100 per load

No-Show Solidification loads - \$100 per load

Dig-out (material that can not be off-loaded) - \$150

Special handling/Burial - \$175

Extra manifest/weight ticket copies - \$50 per event

Extra manifest/weight ticket copies (in Archive storage) - \$75 per event



FLORIDA OFFICE 1990 Main Street, Suite 750 Sarasota, FL 34236 (941) 444-1440 / (866) 862-7271 Toll Free

www.PolstonProcess.com

MANUFACTURING FACILITY 241 Old Groveton Rd. South Onalaska, TX 77360 (936) 646-7451

To Whom It May Concern:

This letter certifies that the PAT 949 Combination³ Truck™ is manufactured, sold and distributed exclusively by Polston Applied Technologies, LLC. Polston Applied Technologies, LLC. owns the intellectual property and is the original equipment manufacturer and no division of Polston Applied Technologies, LLC, or any other company, makes a similar or competing product. Service personnel operating this equipment can only be authorized by Polston Applied Technologies, LLC.

This product (and all replacement components) and the related services it provides must be purchased directly from Polston Applied Technologies, LLC. to ensure proper operation. There are no other agents or dealers authorized to represent this product, replacement parts, or services performed by this product in Florida. Competition is precluded by the fact that Polston Applied Technologies, LLC is the holder of multiple patents (pending) and licenses giving us exclusive rights to the PAT 949 Combination³ Truck™ and the Polston Process™.

Polston Applied Technologies, LLC possesses exclusive ownership rights to the PAT 949 Combination³ Truck™ and the Polston Process™, and all related intellectual property. There is no other like item or process available for lease or purchase, which would possess the same specifications or utilize an identical process. Our equipment has only been available on the market since December 2012.

The PAT 949 Combination³ Truck™ and the Polston Process™ are unique for the following reasons:

- Utilizes a proprietary 8" diameter hydraulically-driven submersible pump
- Utilizes a proprietary process to separate and retain solids while returning decant water
- Removes debris from fully-submerged conditions
- Operates continuously while wastewater collection and treatment systems remain in full operation

If you desire additional information, please don't hesitate to contact us at (844)765-7866 (POLSTON) at any time. Thank you for your interest in our Polston Applied Technology products and services.

Sincerely,

Chief Executive Officer



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Combination^{3sm}

Jetter, Vacuum, and Downhole

Systems Fully Integrated

49-foot knuckle boom crane

with telescoping tubes

for hard-to-reach places

STINGTONE BELLEVIEW

downhole system capabilities Debris tank: vacuum or

BIT 'er Let's

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www.polstonprocess.com

Toll-Free (844) POLSTON

Sarasota, FL 34236

241 Old Groveton Rd. South Onalaska, TX 77360

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Hose reel to provide enough reach and water to jetter submerged conditions, or debris fromdeep and/or enables the removal of: Downhole system that high viscosity fluids

Enough horsepower to fully power the Combination^{3sM} components

Vacuum system "on-call" and available as required

Downhole S Vacuum

Operates remotely and can switch between vacuum and downhole systems

ImchareIndd 2



SPEAKS FOR ITSEL

system powerful and versatile enough to developed the PAT 949 Combination 35M wastewater industry – the absence of a remove the accumulated sand, grit and wastewater collection and treatment address a pervasive problem in the Truck and the Polston ProcessTM to rag material that are exposing olston Applied Technologies



systems to rising operating costs and

(

decreased efficiencies.

unique problems within the wastewater continued to design and build over 34 Technologies was born, and the result was the PAT 949 Combination 35M Truck different specialty trucks to address In 1989, Pat Polston began developing the technology for his first big industry. In 2011, Polston Applied pipe-cleaning machine. Pat has and the Polston ProcessTM!

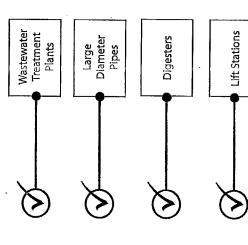
Combination Technology! Our Unique

us to clean in submerged environments The Combination^{3sm} technology allows while your plant remains in operation. combination of vacuum and jetter technology, the Poiston Process™ While most vacuum trucks use a features vacuum, jetter, and our proprietary downhole system.

Other Vacuum Trucks	×	×	×
The Poiston Process	<u> </u>	\checkmark	>
Capabilities	Plant remains online	Cleans in submerged conditions	Paint-filter dry material ready for disposal

What we clean

The Polston Process™ can remove debris, including SAND & GRIT, FATS, OILS & GREASES (FOGs), & RAG MATERIAL, from hard-to-clean environments.



"Polston Applied lated material (sand and grit) from the water treatment plant while it remained in Technologies removed more than 35 cubic yards of accumubottom of our waste-

operation..."

Public Works Supervisor Branford, FL

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Superintendent of Water & Wastewater Starke, FL

"The demo that was and removed a lot of grit in a short period of time, without impacting performed worked well

Chief Wastewater Plant Operator St. Lucie West, FL our process,



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