

RESOLUTION NO. 2018 - 74

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-34 AND TO EXECUTE AN AGREEMENT FOR COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems to complete the Collection, Transportation & Disposal of Sludge; and

**WHEREAS**, The Contractor is to furnish any and all necessary labor, equipment and materials to collect, transport and dispose of sludge collected from the St. Johns County Utility Department facilities located at the Anastasia Island Wastewater Treatment Plant, State Road 16 Wastewater Treatment Plant and Northwest Water Reclamation Facility per the specifications provided in the bid documents; and

**WHEREAS**, through the County's formal Bid process, Shelley's Septic, Inc. d/b/a Shelley's Environmental Systems was the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; 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 contracts to complete the work services serves a public purpose.

**WHEREAS**, the contract will be in substantial conformance with the attached draft contract.

**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 18-34 to Shelley's Septic, Inc., d/b/a Shelley's environmental Systems and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 18-34.

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.

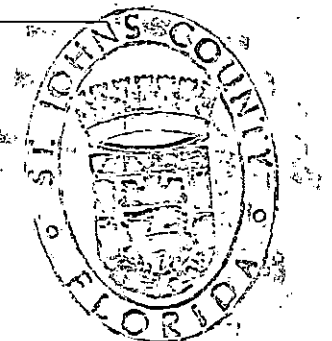
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 6<sup>th</sup> day of March, 2018.

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

By: Paul M. Waldron  
Vice - Chair

ATTEST, Hunter S. Conrad, Clerk  
By: Pam Halterman  
Deputy Clerk

RENDITION DATE 3/8/18





**CONTRACT AGREEMENT**  
**BID NO: 18-34; Collection, Transportation & Disposal of Sludge**  
**Master Contract #: 18-MCC-SHE-09073**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Shelley's Septic Tank, Inc. dba Shelley's Environmental Systems** ("Contractor"), authorized to do business in the State of Florida, with offices located at P O Box 249, Zellwood, FL 32798; Phone: (407) 889-8042; Fax: (407) 889-4408; and Email: [rdonohue@shelleysseptic.com](mailto:rdonohue@shelleysseptic.com).

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective on May 1, 2018, and shall remain in effect for an initial contract term of one (1) calendar year, and may be renewed for a maximum of four (4) one-year renewal period, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the continued need for these services. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal or extension is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, if doing so serves the best interest of the County.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

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

**ARTICLE 3 - SERVICES**

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to collect, transport and dispose of sludge collected from the St. Johns County Utility Department facilities located at the Anastasia Island Wastewater Treatment Plant, State Road 16 Wastewater Treatment Plant and Northwest Water Reclamation Facility. All services performed under this contract must comply with 40 CFR 503 and 62-640 FAC, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 18-34 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Utility Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. 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 an amount not to exceed the unit price of \$55.95 per ton according to the bid proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.

The fuel price adjustment will be based on the FDOT Index for No. 2 Diesel as of November 2017. 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 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.

- 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 Work, detailed in this 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 Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- 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 Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. 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. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Utility Department  
Attn: Kathy Kelshaw  
1205 SR 16  
St. Augustine, FL 32084
- G. **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 Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance

written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than five (5) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 10 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided 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 Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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 Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

#### **ARTICLE 11 – 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 12 – 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 provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from

the payment of all applicable taxes in its performance under this 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 Agreement.

#### **ARTICLE 13 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during 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 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 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. 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 the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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 a Contractor.

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.

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 per Florida Statute 440.02.

#### **ARTICLE 15 - 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 16 – 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this 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 17 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 18 – REMEDIES**

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

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

#### **ARTICLE 19 – 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 Contractor 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 thirty (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 Agreement.

#### **ARTICLE 20 – 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 omissive 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 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 21 – 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 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 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 Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this 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 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 23 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, 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 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 Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

#### **ARTICLE 24 – 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 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 25 – 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 26 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 27 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this 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 28 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

#### **ARTICLE 29 – AUTHORITY TO PRACTICE**

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

#### **ARTICLE 30 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 31 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this 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 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 to 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 32 – FLORIDA LAW & VENUE**

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

#### **ARTICLE 33 – ARBITRATION**

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

#### **ARTICLE 34 - NOTICES**

All notices required in this 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: Jaime Locklear, MPA, CPPB, FCCM, Assistant Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084



and if sent to the Contractor shall be mailed to:

Shelley's Septic Tanks, Inc., dba Shelley's Environmental Systems  
Attn: James D. Shelley, Jr., President  
P O Box 249  
Zellwood, FL 32798

#### **ARTICLE 35 - HEADINGS**

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

#### **ARTICLE 36 - 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 Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

#### **ARTICLE 37 - 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 St. Johns County, Florida.

**ARTICLE 38 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this 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.

**ARTICLE 39 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

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:**

**CONTRACTOR:**

**Jaime T. Locklear, MPA, CPPB, FCCM**  
Assistant Purchasing Manager  
Printed Name & Title County Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Signature of Contractor Representative

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

\_\_\_\_\_  
Printed Name & Title

**ATTEST:**  
**ST. JOHNS COUNTY, FL**  
**CLERK OF COURT**

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

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

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

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

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

**EXHIBIT "A"**

**BID NO: 18-34; COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE**

**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 fuel price adjustment will be based on the FDOT Index for No. 2 Diesel as of November 2017. 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	1.9883	24.2	2.4648

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.

**EXHIBIT "B"**

**BID NO: 18-34; COLLECTION, TRANSPORTATION & DISPOSAL  
OF SLUDGE**

**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 Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

February 5, 2018

**RE:** Bid No: 18-34 – Collection, Transportation & Disposal of Sludge

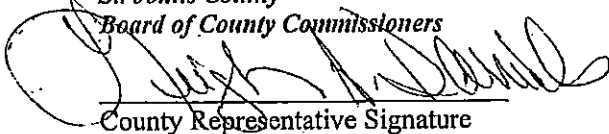
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Shelley's Septic Tanks, Inc. dba Shelley's Environmental Systems as the lowest responsive, responsible bidder for Bid No: 18-34 – Collection, Transportation & Disposal of Sludge. This notice will remain posted St. Johns County Purchasing Department bulletin board until 9:00 AM, Thursday, February 8, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,  
St. Johns County  
Board of County Commissioners



County Representative Signature

Date: 2/5/18

Leigh A. Daniels, CPPB,  
Procurement Supervisor  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

---

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

---

**TO:** Frank Kenton, Assistant Director of Utility  
**FROM:** Leigh Daniels, CPPB, Procurement Supervisor  
**SUBJECT:** Department Approval for Bid No. 18-34, Collection, Transportation & Disposal of Sludge  
**DATE:** January 17, 2018

Attached is a copy of the technical proposal review summary 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.

Department Head Approval C. Kenton  
Date 2/1/18  
Budget Amount \$329,000  
Account Funding Title Contractual Services  
Funding Charge Code 4415-53120  
Award to Shelley's Septic Tanks  
Award Amount based on use

ST JOHNS COUNTY

FEB 01 '18

PURCHASING

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

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

JAIME LOCKLEAR  
BRYAN MATUS

**BID NUMBER** 18-34

DECISION WITH RESPECT TO THE AWARD OF ANY BID,

**OPENING DATE/TIME** January-17, 2018 2:00 PM

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

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** FROM 01/17/18 4:30 PM UNTIL 01/22/18 4:30 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	UNIT PRICE PER TON	METHOD OF DISPOSAL	BID BOND	ADDENDUM #1	ADDENDUM #2		
US WATER SERVICES CORP	\$61.42	COMPOSTING	YES	YES	YES		
MERRELL BROS INC	\$66.32	MULTIPLE DISPOSAL OPTIONS	YES	YES	YES		
BIOSOLIDS DISTRIBUTION SERVICES LLC	\$49.50	COMPOSTING LAND APPLICATION FERTILIZER CONVERSION	YES	YES	YES		
SHELLEY'S SEPTIC TANKS	\$55.95	FERTILIZER CONVERSION	YES	YES	YES		
H&H LIQUID SLUDGE DISPOSAL, INC	\$71.00	LANDFILL	YES	YES	YES		

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

**COPY**

**Shelley's Septic Tank, Inc.  
PO Box 249  
Zellwood, FL 32798**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32804**

**BID NO.:18-34 – COLLECTION, TRANSPORTATION & DISPOSAL OF  
SLUDGE**

**Bid Opening: January 17, 2018 2:00P.M.**



129329 / M 3046196

CASHER'S CHECK



UNITED SOUTHERN BANK

P.O.Drawer 29 Umatilla, FL 32784 (352) 669-2121

5-709/110

8002833

DATE 01/16/2018

PAY TO THE ORDER OF

Board of County Commissioners of St. Johns County

\$ 16,505.25

\$16,505.25

DOLLARS

PAYABLE THROUGH THE BANK OF NEW YORK MELLON EVERETT, MA

REMITTER Shelley's Septic / Bid No. 18-34

Erica Kenny AUTHORIZED SIGNATURE

⑈800 28 33⑈ ⑆0 1 100 709 2⑆0 1 400 1008 33 34⑈

CUSTOMER COPY



UNITED SOUTHERN BANK

P.O.Drawer 29 Umatilla, FL 32784 (352) 669-2121

5-709/110

8002833

DATE 01/16/2018

PAY TO THE ORDER OF

Board of County Commissioners of St. Johns County

\$ 16,505.25

\$16,505.25

DOLLARS

PAYABLE THROUGH THE BANK OF NEW YORK MELLON EVERETT, MA

REMITTER Shelley's Septic / Bid No. 18-34

NON-NEGOTIABLE AUTHORIZED SIGNATURE

COPY

COPY

CASHER'S CHECK

BID NO: 18-34

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE

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

DATE SUBMITTED: January 17, 2018

**BID PROPOSAL OF**

Shelley's Septic Tank, Inc. dba Shelley's Environmental Systems  
Full Legal Company Name

PO Box 249, Zellwood, FL 32798

407/889-8042

407/889-4408

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-34, Collection, Transportation & Disposal of Sludge in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

**Unit Price Bid:**

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

UNIT PRICE PER TON: \$ 55.95  
(Amount Written in Numerals)

UNIT PRICE PER TON \$ Fifty Five and Ninety Five /100  
(Amount Written in Words)

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

Bidder shall insert the Unit Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

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

No.: #1 Date Received: 12/27/2017

No.: #2 Date Received: 1/3/2018

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 ninety (90) 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%) of estimated annual cost (i.e. Unit Price per Ton X 5900 Estimated Tons per Year X 5% = Bid Bond Amount) 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 ninety (90) 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

December 27, 2017

### ADDENDUM #1

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**

**Subject: Bid No. 18-34, Collection, Transportation & Disposal of Sludge**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

#### Questions:

1. Would the Authority consider on site treatment to Class AA Sludge as per EPA regulation? This on site treatment would remove any risk of transporting non Class AA sludge throughout the City. A mobile unit can travel between each of the three facilities for treatment and leave when finished, so as not to physically interfere with any other operations or facilities on site. We would provide all personnel and equipment to operate the Mobile Class AA end product. All risk would be absorbed by us.

**Answer: SJCUD is currently unable to accommodate on-site treatment by contractor.**

2. Please provide us with the current price paid for these services -- we believe there is a current contract with the Company Shelly's Environmental Systems.

**Answer: Current price is \$49.85 per wet ton.**

3. What is the current pricing for this service?

**Answer: See answer to question # 2.**

4. Where is the sludge being disposed of?

**Answer: Biosolids Treatment Facility (BTF) in Zellwood, FL**

5. Can you please clarify if the sludge can be taken to a class 1 landfill?

**Answer: Biosolids generated at the facilities may be disposed of in a Class I solid waste landfill or at the currently approved BTF. Use of an alternative biosolids treatment facility other than the BTF named within the permit will require a copy of the agreement pursuant to the Rule along the FDEP notification.**

**THE BID DUE DATE REMAINS January 17, 2018 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

*James D. Shelley* 1/16/18  
Signature and Date

**Leigh A. Daniels, CPPB  
Procurement Supervisor**

*James D. Shelley, Jr. / President*  
Printed Name/Title

*Shelley's Septic Tank, Inc.*  
Company Name (Print)

**END OF ADDENDUM NO. 1**



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

Purchasing Division

January 3, 2018

**ADDENDUM #2**

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**

**Subject: Bid No. 18-34, Collection, Transportation & Disposal of Sludge**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

**Questions:**

1. What type of containers are to utilized under the belt press? Can they be semi-trailers? Do they have to be roll-off containers?

**Answer: The containers are to be semi-trailers.**

2. Is there a conveyor that transports the sludge from the belt press discharge to the collection container or do the belt presses discharge directly into the collection containers?

**Answer: There is a conveyor that transports the biosolids from the belt press to the semi-trailer.**

**THE BID DUE DATE REMAINS January 17, 2018 AT 2:00 P.M.**

**Acknowledgment**

Sincerely,

*James D. Shelley Jr. 1/16/18*  
Signature and Date

Leigh A. Daniels, CPPB  
Procurement Supervisor

*James D. Shelley Jr. / President*  
Printed Name/Title

*Shelley's Sepsis Tanks, Inc.*  
Company Name (Print)

**END OF ADDENDUM NO. 2**

**CORPORATE/COMPANY**

Full Legal Company Name: Shelley's Septic Tank, Inc. dba Shelley's Environmental Systems (Seal)

By: *James D. Shelley, Jr.* James D. Shelley, Jr., President  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: PO 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 #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

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

Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Unit Price Bid Form
  - Attachment "A" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – License / Certification List
  - Attachment "D" – List of Proposed Sub-Contractors/Franchise Holders
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" – Proof of Insurance
  - Attachment "G" – Experience of Bidder Form
  - Attachment "H" – List of Equipment
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO.: 18-34

ATTACHMENT "A"

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

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared James D. Shelley, Jr. who being duly sworn, deposes and says he is President (Title) of the firm of Shelley's Septic Tank, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-34; 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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 Septic Tank, Inc.  
(Bidder)

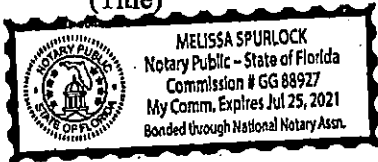
Sworn and subscribed to me this 16th day  
of January, 2018 .

By: James D. Shelley, Jr.

Notary Public: 

President  
(Title)

Signature  
Melissa Sparlock  
Printed



My commission Expires: 7-25-21

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



BID NO.: 18-34

# CASHIER'S CHECK

## ATTACHMENT "B" 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 \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

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

BID NO.: 18-34

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\_\_.

For  
COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) 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.

CASHIER'S CHECK

**BID NO.: 18-34**

**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**





# Florida Department of Environmental Protection

Central District  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3767

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Ryan E. Matthews  
Interim Secretary

## NOTICE OF PERMIT

In the Matter of an  
Application for Permit by:  
Shelley's Septic Tank, Inc.  
PO Box 249  
Zellwood, Florida 32798-249  
[bshelley@shelleysseptic.com](mailto:bshelley@shelleysseptic.com)

Orange County - DW  
Shelley's Septic Tanks BTF  
Wastewater Permit Application  
DEP File No.: FLA016177-044-DW1S


ATTENTION James David Shelley Jr.  
President

Enclosed is Permit Number FLA016177-044 to operate a domestic wastewater biosolids treatment facility (BTF) issued under Section(s) 403.087 and 403.0885 of the Florida Statutes.

Any party to this order (permit) has the right to seek judicial review of the permit under section 120.68 of the Florida Statutes, by the filing of a Notice of Appeal under rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department of Environmental Protection, Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this notice is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

  
Kimberly Rush, P.E.  
Permitting and Waste Cleanup  
Program Administrator

KR/dj


**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

David Smicherko, DEP, [david.smicherko@dep.state.fl.us](mailto:david.smicherko@dep.state.fl.us)  
Shabbir Rizvi, DEP, [shabbir.rizvi@dep.state.fl.us](mailto:shabbir.rizvi@dep.state.fl.us)  
Cindy Stafford, DEP, [cindy.stafford@dep.state.fl.us](mailto:cindy.stafford@dep.state.fl.us)  
Julian Coto, P.E., Excel Engineering Consultants, LLC, [julian@excelengineers.com](mailto:julian@excelengineers.com)  
Dennise Judy, DEP, [dennise.judy@dep.state.fl.us](mailto:dennise.judy@dep.state.fl.us)  
Christianne Ferraro, P.E., DEP, [chris.ferraro@dep.state.fl.us](mailto:chris.ferraro@dep.state.fl.us)  
Maurice Barker, DEP, [maurice.barker@dep.state.fl.us](mailto:maurice.barker@dep.state.fl.us)  
Orange County EPD ([chris.schroettinger@ocfl.net](mailto:chris.schroettinger@ocfl.net) / [alexis.clark@ocfl.net](mailto:alexis.clark@ocfl.net))

**FILING AND ACKNOWLEDGMENT**

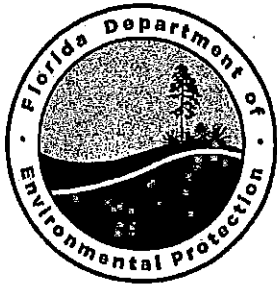
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

March 29, 2017

Date



# Florida Department of Environmental Protection

Central District  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3767

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Ryan E. Matthews  
Interim Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**  
Shelley's Septic Tank, Inc

**RESPONSIBLE OFFICIAL:**  
James David Shelley Jr., President  
PO Box 249  
Zellwood, Florida 32798-0249  
(407) 889-8042

**FACILITY:**  
Shelley's Septic Tanks BTF  
6505 W Jones Ave  
Zellwood, FL 32798  
Orange County  
Latitude: 28°43' 51.31" N Longitude: 81°37' 4.79" W

**PERMIT NUMBER:** FLA016177  
**FILE NUMBER:** FLA016177-044-DWIS  
**EFFECTIVE DATE:** March 29, 2016  
**REISSUED DATE:** March 28, 2017  
**EXPIRATION DATE:** March 28, 2021

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows and in accordance with the limitations, monitoring requirements, and other conditions set forth in this permit.

### **BIOSOLIDS TREATMENT:**

The Biosolids Treatment Facility (BTF) is permitted to receive and treat the following incoming materials: septage, portable toilet and food service waste, domestic wastewater biosolids, and "other solids" from a domestic wastewater treatment facility. The treatment plant consists of two Class B stabilization trains, a Class A stabilization train, and a dewatering system. Final products generated and shipped from the site for reuse include: Class B biosolids, Class A biosolids, cured Class AA biosolids as a registered fertilizer. The dewatering filtrate and dewatered solids are disposed of off-site or blended back into the Class B stabilization train as described below. The dewatered biosolids may also be transferred to a permitted BTF for treatment.

### **Description of Processes:**

**Receiving Area:** Incoming material is received on site through a weigh station. All incoming material is weighed, identified, and sent for processing. An Odor Control System is in place at the receiving area, to be operated in accordance with Condition II.2. of this permit.

**Dewatering System (RMP-D1):** Dewatering is not a treatment process. The dewatering system is used to increase the solids content of liquid biosolids, septage, and food service wastes. The by-products of the system are dewatering filtrate and dewatered solids, which may be further stabilized or shipped off-site as a waste. The resulting filtrate is hauled to an approved wastewater treatment facility or stabilized in the Class B liquid biosolids treatment train, RMP-B2. Solids may be transferred to a Class I solid waste landfill or stabilized in the Class B liquid biosolids treatment train, RMP-B2.

**Class B Liquid Biosolids Treatment Train (RMP-B2):** This train has a permitted capacity of 940,100 GPD (78.34 dry tons per day) and consists of 25 treatment tanks with a combined volume of 1,258,060 gallons, labeled RB-6 through RB-30. The Class B liquid biosolids treatment train has an unloading bay with a metal canopy and 1,050 gallon receiving pit, fitted with a metal bar screen. Class B pathogen reduction is achieved using Alternative 2, Process to Significantly Reduce Pathogens (PSRP); Process 5, Lime Stabilization.

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

**Class B Dewatered (Cake) Biosolids Treatment Train (RMP-B3):** This train has a permitted capacity of 74.8 dry tons/day. The Class B cake biosolids treatment train consists of an unloading/loading slab, a 30-ton lime storage tower directly connected to the Cemen Tec mixer, located within a 30-foot by 30-foot concrete bay with a 20-foot high metal canopy. Class B pathogen reduction is achieved using Alternative 2, Process to Significantly Reduce Pathogens (PSRP); Process 5, Lime Stabilization.

**Class A Thermally Treated Treatment Train (RMP-A1):** Incoming cake, or the treated Class B biosolids from RMP-B2 or RMP-B3, may be sent to RMP-A1 for further treatment into Class A or AA biosolids. RMP-A1 has capacity of 150 dry tons/day; this pasteurization treatment train consists of individual lime-mixing and curing bins defined by concrete block walls within a pre-engineered steel building. This pasteurization train will stabilize the material using Alternative 1, section 503.32(a)(3) (Thermally Treated Sewage Sludge). Pathogen reduction is achieved by maintaining a minimum temperature for a minimum time as described in this permit. A current Fertilizer License is maintained, and displayed at the facility, in order to distribute and market the final Class AA biosolids as a fertilizer.

**Vector Attraction Reduction (VAR):**

The permittee provides vector attraction reduction for all biosolids from any of the treatment trains described above (RMP-B2, RMP-B3, and RMP-A1) by meeting the vector attraction reduction requirements in Section 503.33(b)(6) (Add alkaline materials to raise the pH under specified conditions) of Title 40 CFR Part 503.

**STABILIZED BIOSOLIDS STORAGE AND USE:**

**On-Site Storage:**

**Class AA Biosolids:** The on-site storage area is for curing Class AA biosolids by blending with wood chips as described below, prior to Distribution and Marketing.

**Class B or A:** Class B or A biosolids may not be stored in the on-site storage area used for curing Class AA biosolids, and will remain in the processing tanks until transported to a permitted land application site.

In-coming material may be held in one of the four tanks specified for this use.

**On-Site Curing of Class AA Biosolids:**

After treatment through train RMP-A1, the Class AA biosolids may be kept on site for curing by mixing up to three parts wood chips to one part Class AA biosolids (up to 2,000 cubic yards per day). This step is to reduce moisture content by approximately 50% and to reduce the odor of the fertilizer product; it is not part of the treatment or stabilization of the biosolids. Blending of the Class AA biosolids with the wood chips will occur on the BTF site and may be stored in accordance with the approved Biosolids Storage Plan, and the conditions of this permit.

**Use and Disposal:**

Class AA biosolids/Fertilizer will proceed through the curing process or be blended with screened fertilizer before transporting off-site. Cured Class AA biosolids use will be through land application, distribution and marketing, or as landfill cover, in accordance with Rule 62-640.850, F.A.C.

Stabilized Class A or B Biosolids may be land applied on agricultural lands, or disposed of in accordance with the specific conditions of this permit.



Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

## I. PERMIT RENEWAL

1. **Permit Renewal:** The permittee is not authorized to operate after the expiration date of this permit, unless:
  - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection *Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C.*, including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
  - b. The permittee has submitted a complete application for renewal of this permit before the permit expiration date.
  - d. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C.  
[62-600.735(1)] and [62-620.335(1) - (4)]

## II. OPERATION AND MAINTENANCE REQUIREMENTS

1. **Standard Operating Procedures (SOPs):** The facility shall follow the approved SOPs, dated June 2015, as part the application package that have been incorporated into the facility's O&M Manual and referenced in the conditions of this permit. Any proposed revisions to the final SOPs shall be approved by the Department prior to implementing the change. [62-640.880(i)].
2. **Odor Control:** The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. For fertilizer which has been Distributed and Marketed, the recipient of the product shall be responsible for proper handling and storage to minimize odors. In order to minimize the potential for off-site odors, the facility shall follow the approved Odor Remediation SOP, and incorporated into the O&M Manual, which includes the following provision:
  - a. The DEP shall be notified within an hour if there are any odors present, with a detailed message noting the date and time of the odor, relevant weather conditions, and the cause of the odor on the approved reporting form, OCF-1.
  - b. The Department shall be notified at least 24 hours in advance of any scheduled operations that are expected to cause excessive odors. Planning for such operations shall include notification to the Department of the pending operations, with a review of the weather forecast (to avoid windy days). On the day of the operations, the permittee shall monitor wind conditions and minimize odors in every way possible.
  - c. After hours load receipt: Incoming material received after normal operating hours shall be allowed if the following criteria are met:
    - i. Shall not cause exceedance of the facility capacity
    - ii. Shall not cause odors
    - iii. The Department is notified of after-hours receipt of material
    - iv. The amount of material does not exceed the capacity of the designated receiving area.  
[62-640.400(6)]
3. **Staffing Requirements:** During the period of operation authorized by this permit, the wastewater facility shall be operated under the supervision of an operator, or operators, certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-640, F.A.C., this facility is a Type I facility and, at a minimum, operators with appropriate certification must be on the site as follows:

**Class B Stabilization:** A Class A operator 2 hours per day five days per week.

**Class A Stabilization:** A Class A operator eight (8) hours per day, five (5) days per week (on call 24 hours/day).

Trained personnel, under the supervision of a certified operator, shall be on site whenever the facility is receiving or processing domestic septage, food service wastes, liquid domestic wastewater biosolids, dewatered biosolids, and any other wastes.

Additional on-site personnel shall include a competent experienced full time Supervisor for testing and records management.

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

All employees shall be trained per the approved Training SOP, Section 10 of the Operation and Maintenance (O&M) Manual.

[62-620.630(3)], [62-640.880(2)(i)]

4. **Hours of Operations:** The facility shall only accept in-coming material during normal business hours (6am-6pm, Monday-Saturday; 6am-12 pm on Sunday) unless arrangements have been made to have trained staff, as described in the **Staffing Requirements** condition above, on-site to receive and process the in-coming material. Processing of incoming material shall be accomplished in such a way as to minimize odors, include the weighing, dumping into a tank or stabilization train, and addition of lime for the control of odors. [62-620.310(9)(c)]
5. **Responsibility for Treatment:** The permittee shall be responsible for proper treatment, management, and disposition of biosolids accepted from source facilities. [62-640.880(1)(a)]
6. **Storage Requirements:** Storage of biosolids at this facility shall be in accordance with the approved Facility Biosolids Storage Plan, received and approved in January 2016. [62-640.300(4)]
7. **Spillage:** Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]
8. **Reloading:** Reloading of a truck; prior to going through dewatering or a treatment train, for hauling to a different facility is not permitted. [62-640.880(1)(a)]
9. **BTF Closure Requirements:** After receiving the last incoming shipment of material, the facility shall:
  - (1) Post closure signage at the entrance of the facility and notify the Department,
  - (2) Within 30-days, process all on-site material,
  - (3) Within 90 days, remove all Class A and Class B stabilized biosolids.
  - (4) Within 365 days, remove all final product on site including Class AA and fertilizer.
  - (5) Within 395 days, the permittee shall notify the Department in writing of the closure of the BTF and the requested date of a closure inspection. Once all material is removed from the site, the Department shall conduct a closure inspection.
  - (6) Upon written request, these time frames may be adjusted to accommodate unforeseen issues.[62-620.610(15), 62-640.880(2)(k)]
10. **Implementing Corrective Actions:** In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. [62-600.410(8) and 62-640.400(6)]

### III. RECORD KEEPING REQUIREMENTS

1. **On-site Records:** The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
  - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least five years from the date the sample or measurement was taken;
  - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
  - c. Records of all data, including reports and documents, used to complete the application for the permit for at least five years from the date the application was filed;
  - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least five years from the date of sampling or measurement;

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

- e. A copy of the current permit;
  - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
  - g. A copy of any required record drawings;
  - h. Copies of the licenses of the current certified operators;
  - i. Copies of the logs and schedules showing plant operations and equipment maintenance for five years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed;
  - j. **Discharge Monitoring Reports (DMRs)** for treatment and monitoring, and hauling records for at least five years.
  - k. **Biosolids Quantity DMRs:** The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, or landfilled. These records shall be kept for a minimum of five years.
  - l. Treatment facility permittees shall retain the **Biosolids Application Site Annual Summaries**, received in accordance with Rule 62-640.650(5)(e), F.A.C., indefinitely.  
*[62-620.350, 62-602.650, 62-640.650(4), 62-620.610(18,) and 62-640.210]*
2. **Incoming Material Hauling Records:** The permittee shall keep hauling records to track the transport of biosolids from source facilities to the BTF. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility.

*[62-640.880(4)]*

#### IV. PATHOGEN REDUCTION AND VECTOR ATTRACTION REDUCTION REQUIREMENTS

1. **Treatment Location:** Treatment of liquid biosolids or septage for the purpose of meeting the pathogen reduction or vector attraction reduction requirements set forth in Rule 62-640.600, F.A.C., shall not be conducted in the tank of a hauling vehicle. Treatment of biosolids or septage for the purpose of meeting pathogen reduction or vector attraction reduction requirements shall take place at the site of the permitted facility. *[62-640.400(7)]*
2. **Class B Pathogen Reduction:** The permittee shall achieve Class B pathogen reduction by meeting the pathogen reduction requirements in section 503.32(b)(3) (Use of PSRP (Processes to Significantly Reduce Pathogens)-Lime Stabilization) of Title 40 CFR Part 503 – raise the pH of the biosolids to 12 for 2 hours. Time and pH shall be routinely monitored to demonstrate compliance with the pathogen reduction requirements specified in Rule 62-640.600, F.A.C. *[62-640.600(1)(b)]*

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number:  
Expiration Date:

FLA016177-044  
March 28, 2021

3. **Class A/AA Pathogen Reduction:** The permittee shall achieve Class A/AA pathogen reduction by meeting the pathogen reduction requirements in Alternative 1, Section 503.32(a)(3) (Thermally Treated Sewage Sludge) of Title 40 CFR Part 503, Regime A. This method allows for lower pathogen reduction temperatures with a longer stabilization time than Pasteurization, as shown in the table below. Time and temperature shall be routinely monitored to demonstrate compliance with pathogen reduction requirements specified in Rule 62-640.600, F.A.C. Temperature testing of a batch shall be done at a minimum of every 30 minutes. If the temperature drops between 30 minute increments, the stabilization time must be increased to the corresponding lower temperature, per the table below.

*Calculation for Regime A: residuals with solids >7.0%*

$$D = \frac{131,700,000}{10^{0.1400 \cdot T}}$$

*D=time in days,*

*T=temperature in degrees Celsius*

Temp (C)	Temp (F)	Time (hrs.)
70	158.0	0.5
69	156.2	0.69
68	154.4	0.95
67	152.6	1.32
66	150.8	1.82
65	149.0	2.51
64	147.2	3.47
63	145.4	4.78
62	143.6	6.60
61	141.8	9.12
60	140.0	12.58

*[62-640.600(1)(a), 62-640.650(3)(a)2]*

4. **Vector Attraction Reduction (VAR):** Vector Attraction Reduction, for all treatment trains, is achieved by meeting the requirements of Section 503.33(b)(6) (Add alkaline materials to raise the pH under specified conditions) of Title 40 CFR Part 503 - lime stabilization at a pH of 12 minimum for 2 hours followed by a minimum pH of 11.5 for 22 hours. For lime stabilized biosolids, the initial 2 hours are provided during the Pathogen Reduction process. Time and pH shall be routinely monitored to demonstrate compliance with vector attraction reduction requirements specified in Rule 62-640.600, F.A.C. *[62-640.600(2)(a); 62-640.650(3)(a)2]*

Permittee: Shelley's Septic Tanks, Inc  
 Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
 Expiration Date: March 28, 2021

**V. MONITORING REQUIREMENTS**

- Biosolids Quantities** shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Permit Condition III.1.

Parameter	Units	Max /Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-LF
Biosolids Quantity (Received)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-R
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-T
Class B Quantity (Land-Applied)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-LB
Biosolids Quantity (Distributed & Marketed in FL)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-DMF
Biosolids Quantity (Distributed & Marketed outside FL)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-DMO
Class A Quantity (Land-Applied)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-LA
Monitoring Site Number	Description of Monitoring Site Calculations						
RMP-DMF	Biosolids Quantity Distributed & Marketed in Florida						
RMP-DMO	Biosolids Quantity Distributed & Marketed outside Florida						
RMP-LA	Class A Biosolids quantity land applied						
RMP-LB	Class B Biosolids Quantity Land Applied						
RMP-LF	Biosolids Quantity landfilled						
RMP-R	Biosolids Quantity Received						
RMP-T	Biosolids Quantity Transferred						

[62-62.650(5)(a)1]

- Quantities are calculated based on the weight of the material and the average % solids. Calibration of the scales used to determine the weight shall be required. A comparison with an officially calibrated scale may be allowed.
- To accurately measure dewatered biosolids which are transferred to an alternate permitted BTF for treatment, a before and after weight of each load shall be taken from the same scale.

Permittee: Shelley's Septic Tanks, Inc  
 Facility: Shelley's Biosolids Treatment Facility

Permit Number:  
 Expiration Date:

FLA016177-044  
 March 28, 2021

4. **Class B Biosolids Testing:** Class B biosolids shall comply with the limits and be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Permit Condition III.1. Biosolids shall not be land applied if a single sample result for any parameter exceeds the following:

Parameter	Units	Max/Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24
Phosphorus, Sludge, Tot, Dry Wt (as P)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24
Potassium, Sludge, Tot, Dry Wt (as K)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
pH	s.u.	Max	Report	Single Sample	Monthly	Grab	RMP-23 RMP-24
Solids, Total, Sludge, Percent	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24
Calcium Carbonate Equivalent (Applicable to alkaline treatment)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24
Monitoring Site Number	Description of Monitoring Site						
RMP-23	Sample of Liquid Biosolids after Class B stabilization						
RMP-24	Sample of Cake Biosolids after Class B stabilization						

[62-640.650(3)(a)(3) and 62-640.700(5)(a)]

Permittee:  
Facility:

Shelley's Septic Tanks, Inc  
Shelley's Biosolids Treatment Facility

Permit Number:  
Expiration Date:

FLA016177-044  
March 28, 2021

5. **Class A Biosolids Testing:** Class A biosolids shall comply with the limits and be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Permit Condition III.1. Biosolids shall not be land applied if a single sample result for any parameter exceeds the following:

Parameter	Units	Max/Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Phosphorus, Sludge, Tot, Dry Wt (as P)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Potassium, Sludge, Tot, Dry Wt (as K)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-6
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	Monthly	Composite	RMP-6
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	Monthly	Composite	RMP-6
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	Monthly	Composite	RMP-6
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	Monthly	Composite	RMP-6
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-6
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	Monthly	Composite	RMP-6
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	Monthly	Composite	RMP-6
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	Monthly	Composite	RMP-6
pH	s.u.	Max	Report	Single Sample	Monthly	Grab	RMP-6
Solids, Total, Sludge, Percent	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Calcium Carbonate Equivalent (Applicable to alkaline treatment)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Salmonella Sludge*	MPN/4g	Max	3.0	Single Sample	Monthly	Grab	RMP-6
Coliform, Fecal*	MPN/g	Max	1000	Single Sample	Monthly	Grab	RMP-6
Monitoring Site Number:	Description of Monitoring Site:						
RMP-6	Biosolids sample after Thermal Treatment and VAR						

\* Either the fecal coliform limit or the *Salmonella* sp. limit must be met.

[62-640.650(3)(a)(3) and 62-640.700(5)(a)]

Permittee:  
Facility:

Shelley's Septic Tanks, Inc  
Shelley's Biosolids Treatment Facility

Permit Number:  
Expiration Date:

FLA016177-044  
March 28, 2021

6. **Class AA Biosolids Testing:** Class AA biosolids shall comply with the limits and be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Permit Condition III 1. Biosolids shall not be distributed and marketed or land applied if a single sample result or the monthly average of sample results for any parameter exceeds the following Class AA parameter concentrations:

Parameter	Units	Max/Min	Biosolids Limitations		Monitoring Requirements		
			Limit	**Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Phosphorus, Sludge, Tot, Dry Wt (as P)	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Potassium, Sludge, Tot, Dry Wt (as K)	percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Arsenic Total, Dry Weight, Sludge	mg/kg	Max Max	41.0 75.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max Max	39.0 85.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max Max	1500.0 4300.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Lead, Dry Weight, Sludge	mg/kg	Max Max	300.0 840.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Mercury, Dry Weight, Sludge	mg/kg	Max Max	17.0 57.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-6
Nickel, Dry Weight, Sludge	mg/kg	Max Max	420.0 420.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Selenium Sludge Solid	mg/kg	Max Max	100.0 100.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Zinc, Dry Weight, Sludge	mg/kg	Max Max	2800.0 7500.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
pH	s.u.	Max	Report	Monthly Avg	Monthly	Grab	RMP-6
Solids, Total, Sludge, Percent	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Calcium Carbonate Equivalent (Applicable to alkaline treatment)	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Salmonella Sludge*	MPN/4g	Max	3.0	Single Sample	Monthly	Grab	RMP-6
Coliform, Fecal*	MPN/g	Max	1000	Single Sample	Monthly	Grab	RMP-6
Monitoring Site Number	Description of Monitoring Site						
RMP-6	Biosolids sample after Thermal Treatment and VAR						

\* Either the fecal coliform limit or the Salmonella sp. limit must be met.

\*\*Monthly averages of parameter concentrations shall be determined by taking the arithmetic mean of all sample results for the month.

[62-640.650(3)(a)(3), 62-64.700(5)(a), 62-650.700(5)(b) and 62-640.850(4)]



Permittee: Shelley's Septic Tanks, Inc  
 Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
 Expiration Date: March 28, 2021

**VI. SAMPLING**

1. **Representative Sampling:** All samples shall be representative and shall be taken after Vector Attraction Reduction of the biosolids but before further curing, land application, or distribution and marketing. [62-640.650(3)(a)5]
2. **Sampling Access Points:** The permittee shall provide safe access points for obtaining representative samples, which are required by this permit. [62-601.500(5)]
3. **Sampling Method:** Sampling and analysis shall be conducted in accordance with 40 CFR Part 503.8 and the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, August 1989. In cases where conflicts exist between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR Part 503.8 will apply. [62-640.650(3)(a)1]
4. **pH Sampling Method:** A high alkalinity pH probe must be used for all pH levels exceeding pH 11. Use of pH paper as a measurement method is not satisfactory. The pH meter must be calibrated to a known high pH standard solution, or to a fresh saturated solution of calcium hydroxide in distilled water to pH 12.454. All pH readings for pathogen reduction must be taken at 25°C, or corrected to 25°C. At other than 25°C, a conversion calculation may be used to correct the pH reading to the standard temperature of 25°C [Correction Factor (CF) = 0.03 pH units X (T measured - 25°C)], or by using the correction factors in the following table:

pH Temperature Correction Factors at Varying Temperatures from Standard		
Temperature Measured °C	pH Meter Reading	Correction Factor (CF)
30	12.304	+ 0.15
29	12.334	+ 0.12
28	12.364	+ 0.09
27	12.394	+ 0.06
26	12.424	+ 0.03
25	12.454*	0.00
24	12.484	- 0.03
23	12.514	- 0.06
22	12.544	- 0.09
21	12.574	- 0.12
20	12.604	- 0.15

\* pH of a saturated lime solution @ 25°C

[62-640.600]

5. **Re-Sampling:** Class AA biosolids (including Class AA which is classified as fertilizer) that are stored for more than 45 days shall be re-sampled for fecal coliform or Salmonella sp. every 45 days. [62-640.650(3)(a)5]

**VII. FINAL USE - GENERAL**

1. **Final Product Use or Disposal:** The following final dispositions are permitted:
  - a. Class AA Biosolids: as Cured Fertilizer, for distribution and marketing, land application, or disposal
  - b. Class A biosolids, not meeting Class AA metals concentrations, may be land applied at permitted biosolids land application sites, or disposal in a Class I solid waste landfill.
  - c. Class B biosolids: may be land applied at permitted biosolids land application sites, or disposed of in a Class I solid waste landfill.
  - d. Dewatering filtrate: may be hauled to an approved wastewater treatment facility or stabilized in the Class B liquid biosolids treatment train, RMP-B2.
  - e. Dewatered solids: may be disposed of in a Class I solid waste landfill, stabilized in the Class B liquid biosolids treatment train, RMP-B2, or transferred to another permitted BTF for further treatment.

[62-620.320(6), 62-640.850, F.A.C., and 62-640.880(1)]

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

2. **Transfer for Further Processing:** Biosolids processed and generated by this facility may be transferred to another permitted BTF. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]
3. **Direct hauling of Unstabilized Biosolids**— By written agreement, unstabilized biosolids from source facilities may be directly hauled to an alternate permitted BTF for treatment. Except for dewatered solids from RMP-D1, unstabilized biosolids or septage may not be brought to the BTF and redirected or reloaded for transport to an alternate BTF. [62-4.070(3)]

#### VIII. FINAL USE – DISTRIBUTION AND MARKETING

1. **Class AA Standards:** Biosolids or biosolids products may be distributed and marketed only if the biosolids or biosolids products meet Class AA standards and are either sold or given-away under a Florida fertilizer license or distributed and marketed to a person or entity that will sell or give-away the biosolids or biosolids products under Florida fertilizer license. Biosolids composts that are enrolled and certified under the U.S. Composting Council's Seal of Testing Assurance (USCC STA) program do not have to be sold or given-away under a Florida fertilizer license except if distributed and marketed within the Lake Okeechobee, St. Lucie River, and Caloosahatchee River watersheds. [62-640.850]
2. **Class AA Standards Failure:** Within 24 hours of discovering that distributed and marketed biosolids did not meet the Class AA standards, the permittee shall notify the Department and all persons to whom they delivered or distributed and marketed the Class AA biosolids. [62-640.650(6)(g)]
3. **Product Label Requirements:** The permittee shall make the following information available to users by product labels or other means:
  - a. The fertilizer label required by Florida fertilizer law or the equivalent information required by the USCC STA program;
  - b. The name and address of the facility or person that produced the Class AA biosolids;
  - c. A statement that the biosolids or biosolids product meets the criteria of subsection 62-640.700(5), F.A.C.;
  - d. Recommendation that biosolids be applied at a rate that does not exceed crop or plant nutrient needs and;
  - e. Recommendations on proper storage of the biosolids or biosolids product prior to use. For distributed quantities of biosolids or biosolids products greater than one dry ton, the recommendations shall include that biosolids may not be stored on property for more than seven days unless stored to prevent runoff of biosolids or stormwater that has been in contact with biosolids, violation of the odor prohibition in subsection 62-296.320(2), F.A.C., and vector attraction. [62-640.850(5)]
4. **Special Market Requirements:** The Class AA biosolids produced by this facility shall not be distributed and marketed in the Lake Okeechobee, St. Lucie River, and Caloosahatchee River watersheds unless the biosolids are registered as a fertilizer under Chapter 576, F.S., and Chapter 5E-1, F.A.C., or distributed and marketed to a person who will sell or give away the biosolids as a fertilizer or as a component in a fertilizer product under Chapter 576, F.S., and Chapter 5E-1, F.A.C. [373.4595, F.S., & 62-640.850(2)]

#### IX. FINAL USE – LAND APPLICATION

1. **Requirements:** Land application of biosolids at the approved application site(s) shall be in accordance with the site permit, the Nutrient Management Plan, and the requirements of Chapter 62-640, F.A.C. [62-640]
2. **Treatment Facility Biosolids Plan:** The biosolids from this facility shall only be land applied at sites identified in the Treatment Facility Biosolids Plan, Form 62-640.210(2)(a), submitted with the permit application, or revised in accordance with Permit Condition IX 4, which is incorporated as part of this permit. [62-640.300(2)]
3. **Approved Locations:** The following permitted sites are approved for land application of Class A or B biosolids:
  - a. Double C Ranch, FLA017314, in Flagler County
  - b. Don Monn Ranch, FLA697737, in Lake County [62-640.300(2)]

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

4. **Additional Sites**

- a. **Notification for Additional Sites:** The permittee shall notify the Department at least 24 hours before beginning biosolids application at a site not listed in the Treatment Facility Biosolids Plan DEP Form 62-640.210(2)(a). [62-640.650(6)(a)]
  - b. **Revision for Additional Sites:** The facility's Treatment Facility Biosolids Plan shall be revised to include the new site and submitted to the Department within 30 days of the first application from this facility on the new site. The revised Treatment Facility Biosolids Plan shall become part of the treatment facility permit. [62-640.300(2)(c)]
5. **"Other Solids" Application:** Land application of "other solids" as defined in Chapter 62-640, F.A.C., is only allowed if specifically addressed in the Nutrient Management Plan(s) approved for the site where the "other solids" will be applied. [62-640.860]
6. **Land Application Hauling Records:** The permittee shall maintain hauling records to track the transport of biosolids between the treatment facility and the application site. The hauling records for each party shall contain the following information:

Treatment Facility Permittee

1. Date and time shipped and shipment ID
2. Amount of biosolids shipped
3. Concentration of parameters & date of analysis
4. Name and ID number of permitted application site
5. Class of biosolids shipped
6. Signature of certified operator or designee
7. Signature of hauler and name of hauling firm

Application Site Permittee

1. Date and time received and shipment ID
2. Name and ID number of treatment facility from which biosolids are received
3. Signature of hauler
4. Signature of site manager

A copy of the treatment facility hauling records for each shipment shall be provided upon delivery of the biosolids to the application site manager. The treatment facility permittee shall report to the Department within 24 hours of discovery of any discrepancy in the delivery of biosolids leaving the treatment facility and arriving at the permitted application site. Treatment facility permittees shall notify the Department, application site manager, and application site permittee within 24 hours of discovery of sending biosolids that did not meet the requirements of Rule 62-640.600, F.A.C., or subsection 62-640.700(5), F.A.C., to a land application site.

[62-640.650(4) & (5)]

7. **Application Site Records:** The treatment facility permittee shall maintain copies of the Biosolids Application Site Annual Summaries, received from application site permittees in accordance with 62-640.650(5)(e), F.A.C., indefinitely. [62-640.650(4)(d)]

X. **FINAL USE - DISPOSAL**

1. **Disposal:** Disposal of biosolids, septage, and other solids in a solid waste landfill shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b)]
2. **Solids Collection and Removal:** Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for disposal of screenings and grit. [62-701.300(1)(a)]

XI. **REPORTING REQUIRMENTS - GENERAL**

1. **Facility Site Application Annual Summary:** The permittee shall submit a Treatment Facility Biosolids Annual Summary to the Department's Central District Office on Department Form 62-640.210(2)(b). The summary shall include all biosolids shipped to an application site during the period January 1 through December 31 and shall be submitted to the Department by February 19 of the year following the year of application. [62-640.650(5)(c)]

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

2. **Source Facility Agreements:** The permittee shall enter into a written agreement with each source facility that it intends to receive biosolids from. The agreement shall address the quality and quantity of the biosolids accepted by the permittee. The agreement shall include a statement, signed by the permittee, as to the availability of sufficient permitted capacity to receive the biosolids from the source facility, and indicating that the permittee will continue to operate in compliance with the requirements of its permit. The agreement shall also address responsibility during transport of biosolids between the facilities. The permittee shall submit a copy of this agreement to the Department's Central District Office at least 30 days before transporting biosolids from the source facility to the permittee. Direct hauling of Unstabilized Biosolids is allowed per Condition VII 3 of this permit. [62-640.880(1)(c)]

## XII. REPORTING REQUIREMENTS – DISCHARGE MONITORING REPORTS (DMRs)

1. **DMR Effective Date:** The DMRs issued with this permit are effective on May 1, 2016. Until such time, the permittee shall continue to monitor and report in accordance with the conditions of Permit FLA016177-036.
2. **Discharge Monitoring Reports (DMRs):** During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Mail or Electronically Submit by
Monthly	first day of month - last day of month	28 <sup>th</sup> day of following month
Quarterly	January 1 - March 31	April 28
	April 1 - June 30	July 28
	July 1 - September 30	October 28
	October 1 - December 31	January 28
Semiannual	January 1 - June 30	July 28
	July 1 - December 31	January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition XII 4 by the twenty-eighth (28th) of the month following the month of operation. [62-620.610(18)][62-601.300(1), (2), and (3)]

3. **EzDMR System:** When submitting electronic DMR forms (preferred), the permittee shall use the Department's electronic DMR system (EzDMR) and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms. Register for and begin using the EzDMR system within 6 months of issuance of this permit, unless alternative arrangements are approved by the Central District's Wastewater Permitting Section. Register for the new system by visiting the DEP Business Portal at <http://www.fldepportal.com/go/>. For more information, contact at [EzDMRAdmin@dep.state.fl.us](mailto:EzDMRAdmin@dep.state.fl.us).

[62-620.610(18)][62-601.300(1), (2), and (3)]

4. **Report Submittals:** Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Central District Office, preferably in electronic format, at one of the addresses specified below:

Florida Department of Environmental Protection  
Central District Office  
Email: [DEP\\_CD@dep.state.fl.us](mailto:DEP_CD@dep.state.fl.us)  
3319 Maguire Blvd, Suite 232  
Orlando, Florida 32803-3767  
Phone Number: (407)897-4100

[62-620.305]

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

5. **Report Signatures:** All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

### XIII. GROUND WATER REQUIREMENTS

1. Groundwater Monitoring is no longer required by this permit.

### XIV. SURFACE WATER MONITORING PLAN

1. **Surface Water Monitoring:** Monitoring shall be conducted during normal operating hours and under safe conditions. Daily rainfall shall be recorded. After any rainfall event in excess of 0.1 inches, as measured by the on-site weather station, the permittee shall document whether run-off has occurred. If run-off is present, the permittee shall conduct monitoring of the stormwater runoff for Total Nitrogen and Total Phosphorus; analysis shall not be required more frequently than once per month. Analysis of Total Nitrogen and Total Phosphorus in the runoff shall be performed, at monitoring locations SWB-1 and SWC-2 in accordance with the approved Surface Water Sampling Plan. A summary of the monthly rainfall and the test results for nutrients shall be submitted to the Department after each sampling event. [62-4.070(3)]

### XV. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1)]
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. [62-620.610(2)]
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3)]
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4)]
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5)]
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6)]
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
  - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - b. Have access to and copy any records that shall be kept under the conditions of this permit;
  - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
  - a. A description of the anticipated noncompliance;
  - b. The period of the anticipated noncompliance, including dates and times; and
  - c. Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
- Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
  - If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
  - Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
  - Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
  - Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
20. The permittee shall report to the Department's Central District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- The following shall be included as information which must be reported within 24 hours under this condition:
    - Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
    - Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
    - Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
    - Any unauthorized discharge to surface or ground waters.
  - Oral reports as required by this subsection shall be provided as follows:
    - For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
      - Name, address, and telephone number of person reporting;
      - Name, address, and telephone number of permittee or responsible person for the discharge;
      - Date and time of the discharge and status of discharge (ongoing or ceased);
      - Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);

Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility

Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

- (e) Estimated amount of the discharge;
  - (f) Location or address of the discharge;
  - (g) Source and cause of the discharge;
  - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
  - (i) Description of area affected by the discharge, including name of water body affected, if any; and
  - (j) Other persons or agencies contacted.
- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Central District Office within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Central District Office shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions XV.17, XV.18, or XV.19 of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition XV.20 of this permit. [62-620.610(21)]

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
  - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
  - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  - (3) The permittee submitted notices as required under Permit Condition XV.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition XV.20 of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition XV.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition XV.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
  - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
  - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.



Permittee: Shelley's Septic Tanks, Inc  
Facility: Shelley's Biosolids Treatment Facility


Permit Number: FLA016177-044  
Expiration Date: March 28, 2021

- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
  - (2) The permitted facility was at the time being properly operated;
  - (3) The permittee submitted notice of the upset as required in Permit Condition XV.20. of this permit; and
  - (4) The permittee complied with any remedial measures required under Permit Condition XV.5 of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620,610(23)]

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

  
Kimberly Rush, P.E.  
Permitting and Waste Cleanup  
Program Administrator

Permit Issuance Date:

Attachment(s):  
Discharge Monitoring Report

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

When Completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Shelley's Septic Tank, Inc  
 MAILING ADDRESS: PO Box 249  
 Zellwood, Florida 32798-0249

PERMIT NUMBER: FLA016177-044-DW1S

Effective Date of DMR: May 1, 2016  
 Expiration Date of Permit: March 28, 2021  
 REPORT FREQUENCY: Monthly  
 PROGRAM: Domestic

FACILITY: Shelley's Septic Tanks BTF  
 LOCATION: 6505 W Jones Ave  
 Zellwood, FL 32798

LIMIT: Final  
 CLASS SIZE: N/A  
 MONITORING GROUP NUMBER: RMP-AA  
 MONITORING GROUP DESCRIPTION: Class AA Biosolids

COUNTY: Orange  
 OFFICE: Central District

RE-SUBMITTED DMR:   
 NO DISCHARGE FROM SITE:   
 MONITORING PERIOD From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Sludge, Tot, Dry Wt (as N) PARM Code 78470 + Mon. Site No. RMP-AA	Sample Measurement							
	Permit Requirement	Report (Mo. Avg.)	percent				Monthly	Composite
Phosphorus, Sludge, Tot, Dry Wt (as P) PARM Code 78478 + Mon. Site No. RMP-AA	Sample Measurement							
	Permit Requirement	Report (Mo. Avg.)	percent				Monthly	Composite
Potassium, Sludge, Tot, Dry Wt (as K) PARM Code 78472 + Mon. Site No. RMP-AA	Sample Measurement							
	Permit Requirement	Report (Mo. Avg.)	percent				Monthly	Composite
Arsenic Total, Dry Weight, Sludge PARM Code 49565 + Mon. Site No. RMP-AA	Sample Measurement							
	Permit Requirement			41.0 (Mo. Avg.)	75.0 (Max.)	mg/kg	Monthly	Composite
Cadmium, Sludge, Tot, Dry Weight (as Cd) PARM Code 78476 + Mon. Site No. RMP-AA	Sample Measurement							
	Permit Requirement			39.0 (Mo. Avg.)	85.0 (Max.)	mg/kg	Monthly	Composite
Copper, Sludge, Tot, Dry Wt (as Cu) PARM Code 78475 + Mon. Site No. RMP-AA	Sample Measurement							
	Permit Requirement			1500.0 (Mo. Avg.)	4300.0 (Max.)	mg/kg	Monthly	Composite

\*EITHER THE FECAL COLIFORM LIMIT OR SALMONELLA SP. LIMIT MUST BE MET.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Shelley's Septic Tanks BTF

MONITORING GROUP NUMBER:  
MONITORING PERIOD

RMP-AA

PERMIT NUMBER: FLA016177-044-DW1S

From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Dry Weight, Sludge	Sample Measurement							
PARM Code 78468 Mon. Site No. RMP-AA	Permit Requirement			300.0 (Mo. Avg.)	840.0 (Max.)	mg/kg	Monthly	Composite
Mercury, Dry Weight, Sludge	Sample Measurement							
PARM Code 78471 Mon. Site No. RMP-AA	Permit Requirement			17.0 (Mo. Avg.)	57.0 (Max.)	mg/kg	Monthly	Composite
Molybdenum, Dry Weight, Sludge	Sample Measurement							
PARM Code 78465 Mon. Site No. RMP-AA	Permit Requirement				75.0 (Max.)	mg/kg	Monthly	Composite
Nickel, Dry Weight, Sludge	Sample Measurement							
PARM Code 78469 Mon. Site No. RMP-AA	Permit Requirement			420.0 (Mo. Avg.)	420.0 (Max.)	mg/kg	Monthly	Composite
Selenium Sludge Solid	Sample Measurement							
PARM Code 61518 Mon. Site No. RMP-AA	Permit Requirement			100.0 (Mo. Avg.)	100.0 (Max.)	mg/kg	Monthly	Composite
Zinc, Dry Weight, Sludge	Sample Measurement							
PARM Code 78467 Mon. Site No. RMP-AA	Permit Requirement			2800.0 (Mo. Avg.)	7500.0 (Max.)	mg/kg	Monthly	Composite
pH	Sample Measurement							
PARM Code 80400 Mon. Site No. RMP-AA	Permit Requirement				Report (Max.)	n.l.	Monthly	Grab
Solids, Total, Sludge, Percent	Sample Measurement							
PARM Code 61553 Mon. Site No. RMP-AA	Permit Requirement			Report (Mo. Avg.)	Report (Max.)	percent	Monthly	Composite
Coliform, Fecal	Sample Measurement							
PARM Code 74055 Mon. Site No. RMP-AA	Permit Requirement	1000.0 (Max.)	MPN/g				Monthly	Grab
Salmonella Sludge	Sample Measurement							
PARM Code 71204 Mon. Site No. RMP-AA	Permit Requirement	3.0 (Max.)	MPN/g				Monthly	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Shelley's Septic Tanks BTF

MONITORING GROUP  
NUMBER:  
MONITORING PERIOD

RMP-AA

PERMIT NUMBER: FLA016177-044-DW1S

From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Calcium Carbonate Equivalent	Sample Measurement										
P.A.R.M. Code B0010 Mon. Site No. RMP-AA	Permit Requirement					Report (Mo. Avg)	percent			Monthly	Composite

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

When Completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Shelley's Septic Tank, Inc  
 MAILING ADDRESS: PO Box 249  
 Zellwood, Florida 32798-0249

PERMIT NUMBER: FLA016177-044-DW1S

FACILITY: Shelley's Septic Tanks BTF  
 LOCATION: 6505 W Jones Ave  
 Zellwood, FL 32798

LIMIT: Final  
 CLASS SIZE: N/A  
 MONITORING GROUP NUMBER: RMP-B  
 MONITORING GROUP DESCRIPTION: Class B Biosolids

REPORT FREQUENCY: Monthly  
 PROGRAM: Domestic

COUNTY: Orange  
 OFFICE: Central District

RE-SUBMITTED DMR:   
 NO DISCHARGE FROM SITE:   
 MONITORING PERIOD From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Sludge, Tot, Dry Wt (as N) PARM Code 78470 Mon. Site No: RMP-B	Sample Measurement							
	Permit Requirement	Report (Max.)	percent				Monthly	Composite
Phosphorus, Sludge, Tot, Dry Wt (as P) PARM Code 78478 Mon. Site No: RMP-B	Sample Measurement							
	Permit Requirement	Report (Max.)	percent				Monthly	Composite
Potassium, Sludge, Tot, Dry Wt (as K) PARM Code 78472 Mon. Site No: RMP-B	Sample Measurement							
	Permit Requirement	Report (Max.)	percent				Monthly	Composite
Arsenic Total, Dry Weight, Sludge PARM Code 49565 Mon. Site No: RMP-B	Sample Measurement				75.0 (Max.)	mg/kg		Monthly Composite
	Permit Requirement							
Cadmium, Sludge, Tot, Dry Weight (as Cd) PARM Code 78476 Mon. Site No: RMP-B	Sample Measurement				85.0 (Max.)	mg/kg		Monthly Composite
	Permit Requirement							
Copper, Sludge, Tot, Dry Wt (as Cu) PARM Code 78475 Mon. Site No: RMP-B	Sample Measurement				4300.0 (Max.)	mg/kg		Monthly Composite
	Permit Requirement							

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Shelley's Septic Tanks BTF

MONITORING GROUP NUMBER: RMP-B  
 MONITORING PERIOD From: \_\_\_\_\_ To: \_\_\_\_\_

PERMIT NUMBER: FLA016177-044-DW1S

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Dry Weight, Sludge	Sample Measurement							
PARM Code 78468 + Mon. Site No. RMP-B	Permit Requirement			840.0 (Max.)	mg/kg		Monthly	Composite
Mercury, Dry Weight, Sludge	Sample Measurement							
PARM Code 78471 + Mon. Site No. RMP-B	Permit Requirement			57.0 (Max.)	mg/kg		Monthly	Composite
Molybdenum, Dry Weight, Sludge	Sample Measurement							
PARM Code 78465 + Mon. Site No. RMP-B	Permit Requirement			75.0 (Max.)	mg/kg		Monthly	Composite
Nickel, Dry Weight, Sludge	Sample Measurement							
PARM Code 78469 + Mon. Site No. RMP-B	Permit Requirement			420.0 (Max.)	mg/kg		Monthly	Composite
Selenium Sludge Solid	Sample Measurement							
PARM Code 61518 + Mon. Site No. RMP-B	Permit Requirement			100.0 (Max.)	mg/kg		Monthly	Composite
Zinc, Dry Weight, Sludge	Sample Measurement							
PARM Code 78467 + Mon. Site No. RMP-B	Permit Requirement			7500.0 (Max.)	mg/kg		Monthly	Composite
pH	Sample Measurement							
PARM Code 00400 + Mon. Site No. RMP-B	Permit Requirement			Report (Max.)	s.u.		Monthly	Grab
Solids, Total, Sludge, Percent	Sample Measurement							
PARM Code 61553 + Mon. Site No. RMP-B	Permit Requirement			Report (Max.)	percent		Monthly	Composite
Calcium Carbonate Equivalent	Sample Measurement							
PARM Code B0010 + Mon. Site No. RMP-B	Permit Requirement			Report (Max.)	percent		Monthly	Composite

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

When Completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITEE NAME: Shelley's Septic Tank, Inc  
 MAILING ADDRESS: PO Box 249  
 Zellwood, Florida 32798-0249

PERMIT NUMBER: FLA016177-044-DW1S

FACILITY: Shelley's Septic Tanks BTF  
 LOCATION: 6505 W Jones Ave  
 Zellwood, FL 32798

LIMIT: Final  
 CLASS SIZE: N/A  
 MONITORING GROUP NUMBER: RMP-Q  
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

REPORT FREQUENCY: Monthly  
 PROGRAM: Domestic

COUNTY: Orange  
 OFFICE: Central District

RE-SUBMITTED DMR:   
 NO DISCHARGE FROM SITE:   
 MONITORING PERIOD From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Received)	Sample Measurement							
PARM Code B0002 Mon. Site No. RMP-R	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Land-Applied)	Sample Measurement							
PARM Code B0006 Mon. Site No. RMP-LA	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Land-Applied)	Sample Measurement							
PARM Code B0006 Mon. Site No. RMP-LB	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 Mon. Site No. RMP-LF	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Distributed & Marketed in FL)	Sample Measurement							
PARM Code B0004 Mon. Site No. RMP-DMF	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Distributed & Marketed outside FL)	Sample Measurement							
PARM Code B0005 Mon. Site No. RMP-DMO	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

## GROUNDWATER MONITORING REPORT - PART D

Facility Name: Shelley's Septic Tanks BTF  
 Permit Number: FLA016177-044-DW1S  
 County: Orange

Monitoring Well ID: MWB-1  
 Well Type: Background  
 Description: Background well up-gradient

Report Frequency: Semi-Annual  
 Program: Domestic

Office: Central District

Re-submitted DMR:

Monitoring Period From: \_\_\_\_\_ To: \_\_\_\_\_

Date Sample Obtained: \_\_\_\_\_

Time Sample Obtained: \_\_\_\_\_

Was the well purged before sampling?    Yes    No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Semi-Annual				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Semi-Annual				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Semi-Annual				
Arsenic, Total Recoverable	00978		Report	ug/L	Grab	Semi-Annual				
Chloride (as Cl)	00940		Report	mg/L	Grab	Semi-Annual				
Cadmium, Total Recoverable	01113		Report	ug/L	Grab	Semi-Annual				
Chromium, Total Recoverable	01118		Report	ug/L	Grab	Semi-Annual				
Lead, Total Recoverable	01114		Report	ug/L	Grab	Semi-Annual				
Coliform, Fecal	74055		Report	#/100mL	Grab	Semi-Annual				
pH	00400		Report	s.u.	In Situ	Semi-Annual				
Sulfate, Total	00945		Report	mg/L	Grab	Semi-Annual				
Turbidity	00070		Report	NTU	Grab	Semi-Annual				

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

ISSUANCE/REISSUANCE DATE: March 29, 2016  
 DMR EFFECTIVE DATE: May 1, 2016- Permit expiration



## GROUNDWATER MONITORING REPORT - PART D

Facility Name: Shelley's Septic Tanks BTF  
 Permit Number: FLA016177-044-DW1S  
 County: Orange

Monitoring Well ID: MWC-1  
 Well Type: Compliance  
 Description: Existing compliance well MWC-1 - Downgradient

Report Frequency: Quarterly  
 Program: Domestic

Office: Central District

Re-submitted DMR:

Monitoring Period From: \_\_\_\_\_ To: \_\_\_\_\_

Date Sample Obtained: \_\_\_\_\_

Time Sample Obtained: \_\_\_\_\_

Was the well purged before sampling?  Yes  No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Semi-Annual				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Semi-Annual				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Semi-Annual				
Arsenic, Total Recoverable	00978		10	ug/L	Grab	Semi-Annual				
Chloride (as Cl)	00940		250	mg/L	Grab	Semi-Annual				
Cadmium, Total Recoverable	01113		5	ug/L	Grab	Semi-Annual				
Chromium, Total Recoverable	01118		100	ug/L	Grab	Semi-Annual				
Lead, Total Recoverable	01114		15	ug/L	Grab	Semi-Annual				
Coliform, Fecal	74055		4	#/100mL	Grab	Semi-Annual				
pH	00400		6.5-8.5	s.u.	In Situ	Semi-Annual				
Sulfate, Total	00945		250	mg/L	Grab	Semi-Annual				
Turbidity	00070		Report	NTU	Grab	Semi-Annual				

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

**INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT**

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28<sup>th</sup> of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (" $<$ ") followed by the laboratory's MDL value, e.g.  $< 0.001$ . A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

**PART A -DISCHARGE MONITORING REPORT (DMR)**

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

**Resubmitted DMR:** Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

**No Discharge From Site:** Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Sample Measurement:** Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.

**No. Ex.:** Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

**Frequency of Analysis:** The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

**Sample Type:** The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comment and Explanation of Any Violations:** Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

## PART B - DAILY SAMPLE RESULTS

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Daily Monitoring Results:** Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table I in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

**Plant Staffing:** List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

## PART D - GROUND WATER MONITORING REPORT

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Date Sample Obtained:** Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

**Time Sample Obtained:** Enter the time the sample was taken.

**Sample Measurement:** Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.

**Detection Limits:** Record the detection limits of the analytical methods used.

**Analysis Method:** Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

**Sampling Equipment Used:** Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

**Samples Filtered:** Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comments and Explanation:** Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

## SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

**Flow (Limited Wet Weather Discharge):** Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

**Flow (Upstream):** Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

**Actual Stream Dilution Ratio:** To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

**No. of Days the SDF > Stream Dilution Ratio:** For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (\*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "\*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

**CBOD<sub>5</sub>:** Enter the average CBOD<sub>5</sub> of the reclaimed water discharged during the period shown in duration of discharge.

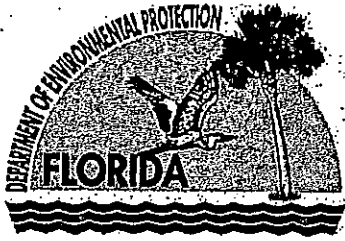
**TKN:** Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

**Actual Rainfall:** Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

**Rainfall During Average Rainfall Year:** On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

**No. of Days LWWD Activated During Calendar Year:** Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

**Reason for Discharge:** Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.



# Florida Department of Environmental Protection

Central District  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3767

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Mimi A. Drew  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**

Shelley's Septic Tanks, Inc.

**PERMIT NUMBER:** FLA016177  
**PA FILE NUMBER:** FLA016177-036-DW1S  
**ISSUANCE DATE:** December 30, 2010  
**EXPIRATION DATE:** December 29, 2015

**RESPONSIBLE AUTHORITY:**

Mr. David Shelley  
President  
104 East Ponkan Road  
Apopka, FL 32172  
(407) 889-8042

**FACILITY:**

Shelley's Septic Biosolids Treatment Facility (BTF)  
6506 West Jones Avenue  
Zellwood, FL  
Orange County  
Latitude: 28° 43' 51" N Longitude: 81° 37' 05" W

This permit is issued under the provisions of Chapter 403, Florida Statutes, and applicable rules of the Florida Administrative Code. The above named permittee is hereby authorized to construct and operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

**TREATMENT FACILITIES:**

The Biosolids Treatment Facility, consisting of three Class B stabilization trains, two Class A stabilization trains, and existing dewatering facilities. Lime may be added to the incoming residuals or septage at the headworks to control odors. The permitted Class B treatment processes and capacities are:

A Class B Septage Treatment Train (RMP-B1) with a permitted capacity of 632,500 GPD (84 dry tons per day); The Class B septage treatment train consists of 5 tanks with a combined volume of 106,500 gallons, labeled SB-1 through SB-5. The septage train has a receiving station with bar screen, lime slurry mixing tank, and associated pumps and blowers.

A Class B Liquid Biosolids Treatment Train (RMP-B2), with a permitted capacity of 940,100 GPD (125 dry tons per day); The Class B liquid biosolids treatment train consists of 25 treatment tanks with a combined volume 1,258,060 gallons, labeled RB-6 through RB-30. The Class B liquid biosolids treatment train has an unloading bay with a metal canopy and 1,050 gallon receiving pit fitted with a metal bar screen.

A Class B Dewatered (Cake) Biosolids Treatment Train (RMP-B3) with a permitted capacity of 74.8 dry tons/day; The Class B cake biosolids treatment train consists of an unloading slab/loading slab, a 30-ton lime storage tower that is directly connected to the Cemen Tec mixer. A 30-foot by 30-foot concrete bay with a 20-foot high metal canopy is provided to keep the biosolids dry.

FACILITY: Shelley's Septic BTF  
PERMITTEE: Shelley's Septic Tanks, Inc.

PERMIT NUMBER: FLA016177-036  
EXPIRATION DATE: December 29, 2015

The dewatered Class B biosolids from RMP-B1, RMP-B2, or RMP-B3 may be used to produce Class A or AA biosolids. The permitted Class A treatment processes and capacities are:

A Class A Pasteurization Treatment Train (RMP-A1) with capacity of 150 dry tons/day; The pasteurization treatment train will stabilize dewatered biosolids using Process to Further Reduce Pathogens (PFRP) Option 7, (Pasteurization). Pathogen reduction is achieved by maintaining a minimum temperature of 158 degrees F for a minimum time of 30 minutes; vector attraction reduction is achieved by lime stabilization at a pH of 12 minimum for 2 hours followed by a minimum pH of 11.5 for 22 hours (Vector attraction reduction Option 6). The facility includes a pre-engineered steel building.

A Class A Heat-Drying Treatment Train (RMP-A2) with a capacity of 1020 dry tons/day; The indirect heat rotary dryer will stabilize dewatered biosolids using Process to Further Reduce Pathogens (PFRP) Option 2, Heat Drying, and use vector attraction reduction Option 8. Residence time in-vessel ranges between 30 to 45 minutes with an operating temperature range of 350° to 450° F. The feed rate is 6 tons per hour of dewatered biosolids with a production rate of 1.5 tons per hour at 10 percent moisture or less final product. The rotary drum is equipped with recirculating heat ventilation directed by 1200 CFM air blowers. The fuel source is clean dry hardwood.

The previously authorized Class A "Thermal" treatment train, issued under Permit File Number FLA016177-009-DW1S, was abandoned and is not included in this permit.

This facility is permitted to stabilize septage, portable toilet and food service waste, domestic wastewater biosolids and "other solids" from a domestic wastewater treatment facility.

The existing dewatering facilities (RMP-D1) at the BTF may be used to process liquid biosolids, septage, and food service wastes prior to stabilization and the resulting filtrate shall be hauled to an approved wastewater treatment facility, or stabilized in the Class B liquid biosolids treatment train.

Proposed Dewatering (RMP-D2): Dewatering of solids removed from sewers and lift stations or from the primary treatment processes (headworks) of a domestic wastewater treatment facility shall be allowed in accordance with Condition VI.1. of this permit. Upon approval, filtrate from dewatering of solids removed from sewers and lift stations or the headworks of a domestic wastewater treatment facility, shall be transported to an approved wastewater treatment facility and the solids disposed of in a landfill or incinerator.

#### **BIOSOLIDS REUSE:**

**Land Application:** Class AA biosolids reuse will be through land application, distribution and marketing, or as landfill cover, in accordance with Rule 62-640.850, F.A.C. Class B biosolids and septage may be land applied on agricultural lands, or disposed of in accordance with the specific conditions contained in Parts I and II of this permit.

**IN ACCORDANCE WITH:** The limitations, monitoring requirements and other conditions set forth in Pages 1 through 30 of this permit.

State of Florida  
Department of Agriculture And Consumer Services

# FERTILIZER LICENSE

Chapter 576-FLORIDA STATUTES

Shelley S Environmental Systems

6505 W. Jones Ave.

Zellwood, Florida 32798

LICENSE NO. F001871

This is to certify that the person whose name and address shown above, has paid the required fees of \$200.00 and is hereby granted this license to distribute fertilizer in the State of Florida as defined in Section 576.021, F.S. This license will expire on JUNE 30, 2018.



ADAM H. PUTNAM

Commissioner



Florida



**48-QO-01090**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit**

**OSTDS Service - SDS\***

48-BID-3604198

**Issued To:** Shelley's Septic Tank, Inc.  
6505 W Jones Avenue  
Zellwood, FL 32798

**County:** Orange  
**Amount Paid:** \$245.00  
**Date Paid:** 11/08/2017  
**Issued Date:** 01/01/2018  
**Expires On:** 12/31/2018

**Mail To:** Shelley, David & Barbara  
PO box 249  
Zellwood, FL 32798

**Issued By:**  
Department of Health in Orange County  
1001 Executive Center Drive, Suite 200  
Orlando, FL 32803  
(407) 858-1497

**Owner:** Shelley, David & Barbara

**SDS Trucks:** 3

**TTS Trucks:** 0

The facility shown above has been inspected by a duly authorized representative of the Department of Health, and was found in conformance with those rules promulgated by the department under the authority of chapters 381, 388 and 489 part III, Florida Statutes, and set forth in Rule 64E-8, Florida Administrative Code.

This permit grants authority to operate the above referenced facility, service, or system in conformance with department rules and the conditions of operation shown below. This permit is revocable, upon service of notice, when it is determined by the department that the operational conditions and department standards are not being maintained.

3 Vehicles. Permit is limited to Septage Disposal Service. Maintain compliance with 64E-8.010 Septage and Food Establishment Sludge.

\*OSTDS Service Permit Abbreviations: SDS - Septage Disposal Service TTS - Temporary Tank Service LAS - Land Application Site  
ATUM - ATU Maintenance Entity LSF - Lime Stabilization Facility TM - Tank Manufacturer

Original Customer: Shelley's Septic Tank, Inc. (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



**48-QO-01090**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit**

**OSTDS - Service - SDS**

48-BID-3604198

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**Issued By:**  
Department of Health in Orange County  
1001 Executive Center Drive, Suite 200  
Orlando, FL 32803  
(407) 858-1497

**Owner:** Shelley, David & Barbara

USDOT Number  MC/MX Number  Name

Enter Value:

## Company Snapshot

**SHELLEY'S SEPTIC TANKS INC**  
USDOT Number: 854918

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

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

Other Information for this Carrier

- ▼ [SMS Results](#)
- ▼ [Licensing & Insurance](#)

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)932-5660 or (703)280-4001 (Fee Required).

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

The information below reflects the content of the FMCSA management information systems as of 01/14/2018.

**Entity Type:** CARRIER  
**Operating Status:** ACTIVE **Out of Service Date:** None  
**Legal Name:** SHELLEY'S SEPTIC TANKS INC  
**DBA Name:**  
**Physical Address:** 5903 WEST JONES AVENUE  
ZELLWOOD, FL 32789  
**Phone:** (407) 889-8042  
**Mailing Address:** 5903 WEST JONES AVENUE  
ZELLWOOD, FL 32789  
**USDOT Number:** 854918 **State Carrier ID Number:**  
**MC/MX Number:** **DUNS Number:** -  
**Power Units:** 37 **Drivers:** 30  
**MCS-150 Form Date:** 09/01/2017 **MCS-150 Mileage (Year):** 2,500,000 (2016)

**Operation Classification:**

Auth. For Hire	Priv. Pass. (Non-business)	State Gov't
Exempt For Hire	Migrant	Local Gov't
X Private (Property)	U.S. Mail	Indian Nation
Priv. Pass. (Business)	Fed. Gov't	

**Carrier Operations:**

Interstate	Intrastate Only (HM)	X Intrastate Only (Non-HM)
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**Comod Carried:**

General Freight	Liquids/Gases	Chemicals
Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	Passengers	Refrigerated Food
Motor Vehicles	Oilfield	Beverages
Drive/Tow away	Equipment	Paper Products
Logs, Poles, Beams, Lumber	Livestock	Utilities
Building Materials	Grain, Feed, Hay	Agricultural/Farm Supplies
Mobile Homes	Coal/Coke	Construction
Machinery, Large Objects	Meat	Water Well
Fresh Produce	Garbage/Refuse	X WASTE
	US Mail	



**Carrier Safety Rating:**

The rating below is current as of: 01/14/2018

**Review Information:**

<b>Rating Date:</b>	None	<b>Review Date:</b>	None
<b>Rating:</b>	None	<b>Type:</b>	None



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Federal Motor Carrier Safety Administration  
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5680 • TTY: 1-800-877-8339 • [Field Office Contacts](#)

**REGISTERED SEPTIC TANK CONTRACTOR**



JAMES D. SHELLEY, JR.

PO BOX 249

ZELLWOOD, FL 32798-

SHELLEY'S SEPTIC TANK, INC.

Business Authorization: SA0890157

**SR0890656**

Registration Expires on September 30, 2018

**BID NO.: 18-34**

**ATTACHMENT "D"**  
**LIST OF PROPOSED SUBCONTRACTORS/FRANCHISE HOLDERS**

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
N/A			

BID NO.: 18-34

ATTACHMENT "E"

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

Project (RFQ, RFP, BID) Number/Description: Bid No 18-34: Collection, Transportation & Disposal of Sludge

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Shelley's Septic Tank, Inc.

Authorized Representative(s) :

*James D. Shelley, Jr.*  
Signature

James D. Shelley, Jr./President  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**BID NO.: 18-34**

**ATTACHMENT "F"**

**CERTIFICATE OF INSURANCE**

**INSERT CERTIFICATE OF INSURANCE HERE**



SHELSEP-03

MATERAT

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
7/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	<b>CONTACT NAME:</b> Eric Dotson	
	<b>PHONE (A/C, No, Ext):</b> (407) 998-5017 15017	<b>FAX (A/C, No):</b> (407) 788-7933
	<b>E-MAIL ADDRESS:</b> Eric.Dotson@ioausa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Shelley's Septic Tanks, Inc. dba Shelley's Environmental Systems P.O. Box 249 Zellwood, FL 32798	<b>INSURER A:</b> Everest Indemnity Insurance Company	<b>NAIC #</b> 10851
	<b>INSURER B:</b> National Interstate Insurance Company	<b>NAIC #</b> 32620
	<b>INSURER C:</b> Rockhill Insurance Company	<b>NAIC #</b> 28053
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

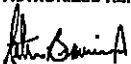
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EF4ML05049171	07/25/2017	07/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAW021004004	07/25/2017	07/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			FF01658402	07/25/2017	07/25/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000 <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	General Liability			EF4ML06049171	07/25/2017	07/25/2018	Per Pollution Cond \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

St. Johns County BOCC San Sebastian View, Suite 036 Saint Augustine, FL 32084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Eric Dotson
	PHONE (A/C, No, Ext): (407) 998-5017 15017 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: Eric.Dotson@loausa.com
INSURED Shelley's Septic Tanks, Inc. dba Shelley's Environmental Systems P.O. Box 249 Zellwood, FL 32798	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Everest Indemnity Insurance Company 10851
	INSURER B: National Interstate Insurance Company 32620
	INSURER C: Rockhill Insurance Company 28053
	INSURER D:
	INSURER E:
INSURER F:	

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EF4ML05049171	07/25/2017	07/25/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Pollution Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
B	AUTOMOBILE LIABILITY			CAW021004004	07/25/2017	07/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		FF01658402	07/25/2017	07/25/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			
A	General Liability			EF4ML05049171	07/25/2017	07/25/2018	Per Pollution Cond \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks, Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  ST. JOHN'S COUNTY BOARD OF COMMISSIONERS ATTN: KATHY KELSHAW 1205 SR. 16 St. Augustine, FL 32084	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

BID NO.: 18-34


ATTACHMENT "G"

**EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: Shelley's Septic Tank, Inc. 1/16/2018  
Bidder Date  
  
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
July 27, 2016	Toho Water Authority 1616 S. John Young Parkway Kissimmee, FL 34741 407/846-4588 escott@tohowater.com	\$1,326,325.30	Hauling, treatment and disposal of dewatered Biosolids from two (2) facilities; South Bermuda WWTF and Sand Hill WWTF.
May 3, 2017	City of Daytona Beach 3651 LPGA Blvd. Daytona Beach, FL 32124 386/671-8800 wallc@codb.us	\$528,557.28	Hauling, treatment and disposal of dewatered Biosolids from the LPGA WWTF.
March 14, 2017	City of Port Orange PO Box 291759 Port Orange, FL 32129 386/508-5785 sparnell@port-orange.org	\$430,655.40	Hauling, treatment and disposal of dewatered Biosolids from the Huffman WWTF.

Do you have any similar work in progress at this time?  Yes  No

Length of time in business: 33 Years

Is your company currently involved in any active litigation?  No  If Yes, explain: \_\_\_\_\_

Has your company ever been sued?  No  If Yes, explain and/or submit court decision or judgment, as applicable: \_\_\_\_\_





**SHELLEY'S SEPTIC TANK, INC.**

**ATTACHMENT "H"**

**LIST OF EQUIPMENT**

**BID NO: 18-34**

ID	Date	Memo	VIN
<b>Pump Trucks</b>			
338	11/1/2007	New Pump for 338	1FDYY95V9SVA16476
340	4/4/2014	1989 Ford Pumptruck	1FDZW82A9KVA17973
342	7/29/2016	1996 - Mack - 600	1M2AA11C0TW069641
370	1/25/2017	2003 - Sterling Pump Truck	2FZMAZAS83AK75419
<b>Semi Trucks</b>			
401	1/11/2016	2005 International Semi VIN 1HSHXAHR05J053488	1HSHXAHR05J053488
402	1/27/2014	1991 Peterbuilt Semi VIN 1XP6D29X9MD606047	1XP6D29X9MD606047
404	12/31/2015	1988 -Mack -600	1M2N187Y5JW022874
405	7/25/2014	1994 Ford Dump Truck VIN 1FDZW90L1RVA48204	1FDZW90L1RVA48204
406	1/15/2016	1998 Freightliner Semi 1FUYTMD6WHA06629	1FUYTMD6WHA06629
413	2/23/2015	1993 Volvo Semi 4V1WDBJF5PN666248	4V1WDBJF5PN666248
414	12/31/2016	1989 -Peterbuilt Semi VIN 1X9BDA9X1KN270278	1XPBDA9X1KN270278
417	5/30/2013	1989 KW Semi VIN 2XKDD29X9KM533735	2XKDD29X9KM533735
419	7/4/2013	1994 GMC Semi	
421	7/25/2014	1993 Ford Dump Truck VIN 1FDYY95L6PVA21849	1FDYY95L6PVA21849
422	1/29/2016	1974 Mack Semi VIN R685T39764	R685T39764
423	2/18/2014	1995 Ford Semi VIN 1FTYY95U2SVA73470	1FTYY95U2SVA73470
425	1/29/2016	1993 Volvo Semi VIN 4V1WDBRF9SN706730	4V1WDBRF9SN706730
426	7/1/2014	1995 Volvo Semi VIN 4V1VDBRF9SN706730	4V1VDBRF9SN706730
427	8/12/2015	'98 Freightliner Semi VIN 1FUJDSEB7WL802784	1FUJDSEB7WL802784
428	7/1/2014	1992 Volvo Semi VIN 4V1JDBRE2NR814464	4V1JDBRE2NR814464
430	10/1/2015	1985 Mack Rolloff VIN 1M2P139C9FA012303	1M2P139C9FA012303
441	12/31/2016	1998 -Kenworth Semi VIN 1XKDD89X9WJ771873	1XKDD89X9WJ771873
444	9/30/2014	1995 Volvo Semi VIN 4V4WDBJF3TN711586	4V4WDBJF3TN711586
DB453	9/1/2007	1974 Peterbuilt Semi	55408N
454	9/30/2014	2002 Freightliner Semi VIN1FUJBGAS12HJ72252	1FUJBGAS12HJ72252
455	1/29/2016	1995 Freightliner Semi VIN 1FUJ3EDB2SP641060	1FUJ3EDB2SP641060
456	11/25/2014	1992 Freightliner Semi VIN 1FUJDCYB2PH496129	1FUJDCYB2PH496129

**SHELLEY'S SEPTIC TANK, INC.**  
**ATTACHMENT "H"**  
**LIST OF EQUIPMENT**  
**BID NO: 18-34**

ID	Date	Memo	VIN
460	8/12/2015	1989 Mack Semi VIN 1M2N278X7KW009140	1M2N278X7KW009140
461	8/12/2015	1992 Volvo Semi	4V1VDBRF5NN647888
462	8/12/2015	1998 Freightliner VIN 1FUY3MDBOWL913760	1FUY3MDBOWL913760
463	10/21/2016	1994 WHGM Semi VIN 4V1WBARFORN671641	4V1WBARFORN671641
485	12/31/2016	1997 -Kenworth Semi VIN 1NKDLROX0VR745942	1NKDLROX0VR745942
4001	6/2/2016	2016 - ASPT - Truck	FLA83449
4002	6/2/2016	2016 - ASPT - Truck	FLA83448
4003	6/22/2016	1979 Mack Semi VIN R686ST28077	R686ST28077
4004	6/23/2016	1988 Mack Semi VIN 1M2N277Y6JW007307	1M2N277Y6JW007307
4005	7/14/2016	1987 Ford Semi VIN 1FDYA90XXHVA61738	1FDYA90XXHVA61738
4006	7/29/2016	1985 - White Semi - Truck	1WUGDEJE8FN071669
4007	9/23/2016	1979 Mack Roll-Off Truck VIN R686ST26232	R686ST26232
4008	9/21/2016	1994 FREIGHTLINER SEMI VIN 1FUYDCXB1RP427409	1FUYDCXB1RP427409
4009	3/14/2011	1988 - Ford - Truck	1FDZU90W7JVA31816
4010	5/22/2013	1992 International Semi VIN 1HshKCTR8NH400137	1HSHKCTR8NH400137
4011	2/6/2017	1944 Mack Semi VIN 1M1AA14YORW039172	1M1AA14YORW039172
4012	2/6/2017	2004 Freightliner Semi VIN 1FUBA8AS14LL94335	1FUBA8AS14LL94335
4013	3/27/2017	2005 Freightliner Semi VIN 1FUBA5CG35LN88969 V#4013	1FUBA5CG35LN88969
4014	4/21/2017	1997 Volvo Semi VIN 4VGJDARF1VN860240	4VGJDARF1VN860240
4015	4/21/2017	1995 Freightliner Semi VIN 1FUVDZYB9SH789389	1FUVDZYB9SH789389
4016	4/21/2017	1993 White/Volvo Semi VIN 4V1WDBDFOPN660496	4V1WDBDFOPN660496
4017	4/21/2017	1995 White/Volvo Semi VIN 4V1WDBDFXSN698150	4V1WDBDFXSN698150
4018	5/2/2017	1997 Volvo Semi VIN 4VGJDARFXVN860236 Unit #4018	4VGJDARFXVN860236
4019	6/1/2017	1988 International Dump Truck VIN 2HTTGRTXJC015908	2HTTGRTXJC015908
4020	6/1/2017	1991 Ford Semi VIN 1FDYY95W4MVA08670	1FDYY95W4MVA08670
4021	11/1/2017	1981 Mack Semi VIN 1M2N178Y0BA072539	1M2N178Y0BA072539
4023	12/19/2017	1994 Volvo Semi VIN 4V1WDBRH3RN680481	4V1WDBRH3RN680481
4024	12/19/2017	2003 Freightliner Semi VIN 1FUJA6CV23LL81454	1FUJA6CV23LL81454
4025	12/19/2017	1995 Volvo Semi VIN 4V1JDBRFXSR833932	4V1JDBRFXSR833932
4026	1/5/2018	2006 Volvo Semi VIN 4V4NC9TH26N430390	4V4NC9TH26N430390
4105	5/29/2009	1990 International Semi VIN 2HSFEGUR3LC034712	2HSFEGUR3LC034712

**SHELLEY'S SEPTIC TANK, INC.**  
**ATTACHMENT "H"**  
**LIST OF EQUIPMENT**  
**BID NO: 18-34**

ID	Date	Memo	VIN
4333	7/1/2008	1996 Mac Roll-Off Truck 4333 Mack	1M2B209C8TM018481
4341	4/10/2014	1985 International Flat Bed VIN 1HT2DUXNSFHA54933	1HTLDUXNSFHA54933
DB4022	11/29/2017	1996 International Semi VIN 1HSHGAER1TH269178	1HSHGAER1TH269178

**Semi Tankers**

505	1/1/2000	69 BUTLER TANKER TRAILER	
506	2/1/2005	85 WALKER TANKER	
516	1/1/2004	75 FRUEHAUF TANKER	UNS513701
520	5/19/2009	79 FRUEHAUF TANKER V50C	UNV628801
549	1/9/2009	30 Yard Containers-2	220804356
551	1/1/1997	81 Titan Pump Tanker	1T9AC14BOBF003312
553	4/1/1999	77 ASPT	FLT3015P
563	12/31/2016	1967 -HEIL -Tanker	919076
568	7/1/2001	76 FRUEHAUF TRAILER	OMX743401
569	1/1/2002	86 WALKER TRAILER	1W9S82027G1027850
572	3/1/2002	75 PNN TRAILER	23050
573	1/1/2002	89 WALKER TRAILER	1W9S82AX5K0007069
585	7/1/2001	80 TRAILMASTER TANKER	9AE15B8AF003095
587	8/1/2001	79 ASPT VAX TANKER	S4FLT1602
5007	10/30/2008	1983 PRES Tanker VIN 2P9S15283D1005019	2P9S15283D1005019
5024	9/21/2016	1997 PUMP TANKER VIN FLT3017P	FLT3017P

**Semi Dump Trailers**

502	5/12/2014	1999 Fruehuaf Dump Trailer VIN 1JJU293FSX5633206	1JJU293FSX5633206
503	5/12/2014	1999 Fruehuaf Dump Trailer VIN 1JJU293FXXS598359	1JJU293FXXS598359
504	5/12/2014	1999 Fruehuaf Dump Trailer VIN 1JJU293FXXS598362	1JJU293FXXS598362
508	5/12/2014	2000 Hardee Dump Trailer VIN 1H9ACD622Y4127566	
512	11/25/2014	1968 Hardee Dump Trailer Vin#5615	7327392740
514	6/1/2006	71 HILL DUMP TRAILER	2230
515	5/11/2006	1982 ASPT Dump Trailer VIN NOVIN000083762169	NOVIN000083762169

**SHELLEY'S SEPTIC TANK, INC.**  
**ATTACHMENT "H"**  
**LIST OF EQUIPMENT**  
**BID NO: 18-34**

ID	Date	Memo	VIN
517	2/1/2005	88 FRUEHAUF DUMP TRAILER	1H4D02929KK000201
519	1/1/2005	76 FONTAINE DUMP TRAILER	27112
521	3/1/2005	66 FRUEHAUF DUMP TRAILER	FWG575703
523	4/1/2006	78 DORSEY DUMP TRAILER	HW12442
525	3/1/2006	81 HARDEE DUMP TRAILER	17823
527	11/1/2005	81 FRUEHAUF DUMP TRAILER	1H4D03026BF000801
529	12/1/2005	69 FRUEHAUF DUMP TRAILER	FWJ386811
534	2/1/2006	77 CITY DUMP TRAILER	S2900609
535	2/1/2006	87 BENSON DUMP TRAILER	1NUDT28R9HMAA0370
536	3/1/2006	77 SUMMITT DUMP TRAILER	1122762179
538	4/1/2006	97 HARDEE DUMP TRAILER	1H9ACD620V4127223
539	5/1/2006	73 GILMORE DUMP TRAILER	2950 TC 95825808
540	5/30/2006	1985 FRUE Dump Trailer VIN 1H4D02921FF007903	1H4D02921FF007903
544	6/1/2006	83 RAVEN DUMP TRAILER	1R1D03221DE830012
545	6/1/2006	FRUEHAUF DUMP TRAILER	1H4D02320EF049101
548	6/8/2016	1973 BRIL Dump Trailer SN M732005	M732005
550	2/2/2009	1973 CITY Dump Trailer VIN S1480210	S1480210
560	1/1/2000	63 FRUEHAUF TANKER	OMC215504
561	5/1/2004	77 TRIM DUMP TRAILER	P40634
565	5/1/2004	73 TIBRO DUMP TRAILER	7326832684
577	10/15/2016	1990 STEC Dump Trailer VIN 1S9DAH2T9L1252528	1S9DAH2T9L1252528
578	7/1/2001	95 ALLISON TRAILER	2ST28AL2894006872
579	7/1/2001	89 FRUEHAUF TRAILER	1H4D02925KK049802
580	7/1/2001	89 FRUEHAUF	1H4D02920KK049805
597	9/1/2003	77 EAST DUMP TRAILER	DS105817
598	5/1/2005	84 FRUEHAUF DUMP TRAILER	XX4D02922EF041301
599	10/1/2003	72 HARDEE DUMP TRAILER	HRDT300AS9504
5001	8/1/2006	82 TRAILMOBILE DUMP TAN	169DS27B9C3133285
5002	1/1/2007	84 FRUEHAUF DUMP TRAILER	1H4D02922EF041301
5004	3/12/2007	1978 HARD Dump Trailer VIN 14430	14430
5010	10/28/2008	1983 FRUE Dump Trailer VIN 1H4D02920DF067006	1H4D02920DF067006

**SHELLEY'S SEPTIC TANK, INC.**

**ATTACHMENT "H"**

**LIST OF EQUIPMENT**

**BID NO: 18-34**

ID	Date	Memo	VIN
5011	9/1/2008	95 MONTONE DUMP TRAILER	1M911D J28SD003116
5012	9/1/2008	78 RAVENS DUMP TRAILER	7843178432
5013	7/7/2010	1985 FRUE Dump Trailer VIN 1H5D0372XFM035005	1H5D0372XFM035005
5015	3/21/2013	1985 Cobra Dump Trailer VIN 1C9DS30B9F2133474	1C9DS30B9F2133474
5017	11/25/2014	1968 Hardee Trailer	5615
5018	8/12/2015	1981 Freuhauf Dump Trailer VIN 4D02923BF021909	4D02923BF021909
5020	5/4/2016	1978 - SUMT - Dump	77772540
5021	6/23/2016	1997 Dorsey Dump Trailer VIN 1DTD18D22VG039915	1DTD18D22VG039915
5022	6/23/2016	1988 Fruehauf Dump Trailer VIN 1H4D02827JK008801	1H4D02827JK008801
5023	7/14/2016	1999 Hardee Dump Trailer VIN 1H9ACD624X4127440	1H9ACD624X4127440
5025	10/5/2016	1991 Fruehauf Dump Trailer VIN 1H4D02829MK014801	1H4D02829MK014801
5026	10/31/2016	2006 JJ Dump Trailer VIN 1S92A30396M006132	1S92A30396M006132
5027	12/12/2016	1978 Fruehauf Dump Trailer VIN FWY222112	FWY222112
5028	2/6/2017	1999 Hardee Dump Trailer VIN 1H9ACD622X4127422	1H9ACD622X4127422
5029	3/10/2016	2003 - SOME - Dump	1S92A28273M006017
5030	8/14/2017	1974 Gilmore Dump VIN 3004	3004
5031	10/30/2017	2001 Util Dump Trailer VIN1UYVS24861C439202	1UYVS24861C439202

Loaders			
1001	4/7/2016	Komatus Loader V#1001 SN A65186	A65187
1002	1/29/2015	1983 Kobe Loader Model LK500 SN-RM1065	RM1065
1003	1/2/2016	Dresser Loader 520B SN 3600008COO7179	3600008COO7179
1004	9/24/2014	2002 John Deere Loader	
1005	2/13/2015	Komatso Loader SN-A65315	A65315
1006	2/28/2017	Komatsu Loader WA500 A20557	A20557
1007	12/31/2014	1990 John Deere Wheel Loader #1007	DW644EB518479
1016	9/24/2014	2005 Volvo Loader Unit #1016	60449
1017	8/28/2014	930G Loader SN-TWR00844	TWR00844
1018	3/27/2014	Caterpillar JT386 SN 7BS00339	7BS00339
1069	1/4/2016	Michigan 175B 438	

**SHELLEY'S SEPTIC TANK, INC.**  
**ATTACHMENT "H"**  
**LIST OF EQUIPMENT**  
**BID NO: 18-34**

ID	Date	Memo	VIN
1070	2/1/2017	John Deere Loader 644E	DW644ED528876
1071	3/28/2017	1984 Kawasaki Loader SN 70BC-0151 V#1071	70BC-0151
1072	5/19/2017	1987 Caterpillar Loader Wheel Loader 980C SN 13B00773	13B00773

Trac Hoes and Dozers			
2001	10/24/2016	Caterpillar E200B Trac Hoe SN003308	00330B
2004	10/24/2016	Caterpillar D3C Dozer	7X00578
2012	12/7/2016	Dostat Screener 726	W0G72122482D38027
2013	1/6/2016	Dawoo Trac Hoe 140 LCV DHKHEBC0560001842	DHKHEBC0560001842
2014	1/7/2016	Conveyor Farm Equipment 2464786	2464786
2019	6/3/2017	Forklift	
2020	5/1/2017	SM720 Doppstadt Portable Trommel Screener SN W0962121791D07347	W0962121791D07347
2021	7/5/2017	McCLOSKEY 621RE Screener SN 12520	SN 12520

Field Tractors			
6008	1/10/2016	SAME Tractor SN 1719	1719
6051	1/11/2016	Ford Tractor 7810 BC91813	BC91813
6063	1/13/2016	Massey Tractor	
6064	5/18/2016	John Deere Tractor 4040 SN D306520L V#6064	D-306520L
6065	7/1/2001	84 John Deere Tractor Unit #6065 VIN L06410H317361	L06410H317361
6070	1/14/2016	Ford Tractor 7710 F299550	F299550
6073	2/2/2016	Stagger Tractor	
6074	11/8/2017	John Deere 2440 Tractor SN 2440A291010T	SN 2440A291010T
6075	11/8/2017	John Deere 4640 Tractor SN 4640P014180R	SN 4640P014180R
6076	11/8/2017	John Deere 4620 Tractor SN T813R002805R	SN T813R002805R
DB6002	1/26/2016	Ford Tractor Barbara	
DB6083	1/28/2016	Ford Tractor 2910 E4NN3N503	E4NN3N503
DB6094	1/29/2016	Massey Tractor	
DB6100	1/27/2016	Ford Tractor Jubalee	
DB6101	6/21/2017	John Deere 5320 Tractor SN L5320T138097	L5320T138097

**SHELLEY'S SEPTIC TANK, INC.**  
**ATTACHMENT "H"**  
**LIST OF EQUIPMENT**  
**BID NO: 18-34**

ID	Date	Memo	VIN
DB6102	8/4/2017	John Deere 7800 Tractor SN RW7800PO10320	RW7800PO10320
DB6103	8/4/2017	John Deere 4850 Tractor SN HYRE205726	HYRE205726
DB6104	12/4/2017	Ford Tractor 6610 SN C627519	C627519

Back Hoes			
7772	11/1/2008	580 Case Backhoe Unit #7772	JJG0259303
7777	7/24/2015	580M Case Backhoe Unit #7777	JJG0195311
7778	1/17/2016	Case Back Hoe 580 SN N40806372	N40806372
7780	1/4/2016	2010 Case 580SM Backhoe SN NAC533745	NAC533745
DB7793	1/18/2017	2012 Case Backhoe SN NCC560430	NCC560430

Spreaders			
8003	9/9/2014	Adams Spreader Unit #8003	CLS-16-474
8004	2/1/2012	Chandler Spreader Unit #8004	18276
8056	7/1/2001	New Holland Spreader Unit #8056	204136
8059	10/1/2004	03 GEHL Spreader Unit #8059	8522
8061	1/18/2016	GEHL Spreader	
8062	7/1/2001	New Holland Spreader Unit #8062	402249
8068	1/19/2016	Knight Spreader 8018 3100	
8081	1/20/2016	Knight Spreader 8030 1606381247	1606381247
8092	10/1/2008	Knight Spreader	
8093	10/7/2017	PIK-RITE 1190VB Spreader SN 71110002	71110002
DB8005	5/16/2017	Adams Spreader Unit #DB8005 SN CLS-24-714	CLS-24-714
DB8006	5/16/2017	Adams Spreader Unit #DB8006 SN CLS-24-701	CLS-24-701
DB8082	1/31/2016	Magna Spreader	

Miscellaneous Farm Equipment			
DB2018	1/21/2016	Big John Fly Sprayer	
DB2066	1/22/2016	Land Bat Wing Mower	
DB2301	8/4/2017	3 Point Disc	



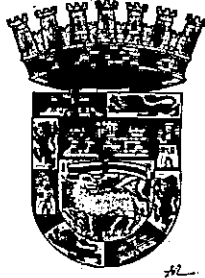
SHELLEY'S SEPTIC TANK, INC.

ATTACHMENT "H"

LIST OF EQUIPMENT

BID NO: 18-34

ID	Date	Memo	VIN
DB2302	8/4/2017	AMCO Disc Plow Model 2224-BG	
DB2303	8/4/2017	Terra-Riser Disc Plow Model ECW-1624	
DB2705	1/23/2016	Skid Steer	
DB2706	1/24/2016	Hay Roller	
DB2769	1/25/2016	Edger	
DB7005	1/30/2016	New Holland Skidsteer	



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

**BID NO: 18-34**

**COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
904.209.0150**

**FINAL: 12/07/17**

**Bid No: 18-34; Collection, Transportation & Disposal of Sludge**

**TABLE OF CONTENTS**

**FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Unit Price Bid Form

Attachments:

“A” – St Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors/Franchise Holders

“E” – Conflict of Interest Disclosure Form

“F” – Proof of Insurance

“G” – Experience of Bidder Form

“H” – List of Equipment

Bid Bond

**PROJECT SPECIFICATIONS**

**SEALED BID MAILING LABEL**

**END OF TABLE OF CONTENTS**

**BID NO: 18-34**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, January 17, 2018** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-34; Collection, Transportation & Disposal of Sludge**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

**Scope of Work**

The scope of work for this project is to furnish any and all necessary labor, equipment and materials to collect, transport and dispose of sludge collected from the St. Johns County Utility Department facilities located at the Anastasia Island Wastewater Treatment Plant; State Road 16 Wastewater Treatment Plant and Northwest Water Reclamation Facility. All services performed under this contract must comply with 40 CFR 503 and 62-640 FAC.

**Bid Documents, Project Specifications and Drawings**

Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County Bid Document #18-34. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, *in writing*, from the St. Johns County Purchasing Department Point of Contact, Leigh Daniels, CPPB, Procurement Supervisor, via email: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax:(904) 209-0155.

**Point of Contact**

Any and all questions related to this project shall be directed, *in writing*, to Leigh Daniels, CPPB, Procurement Supervisor, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. **Questions must be submitted, in writing, no later than four o'clock (4:00PM) on Tuesday, January 2, 2018**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other, designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

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

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BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK  
BY: \_\_\_\_\_

Deputy Clerk

# **FRONT END BID DOCUMENTS**

## **INSTRUCTION TO BIDDERS**

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County") OR ("Owner")

**PROJECT:** BID NO.: 18-34; Collection, Transportation & Disposal of Sludge

### **DEFINITIONS**

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

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

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

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

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

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

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

### **BIDDER'S REPRESENTATION**

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

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

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

### **SUBSTITUTIONS**

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

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

### **DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this Bid is Leigh Daniels, CPPB, Procurement Supervisor, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Daniels, *in writing*, via email at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above. Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

**Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns**



County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

**QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to Leigh Daniels, CPPB, Procurement Supervisor, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions must be submitted, in writing, no later than four o'clock (4:00PM) on Tuesday, January 2, 2018, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

**ADDENDA**

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

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 18-34; Collection, Transportation & Disposal of Sludge"

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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

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

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

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

non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

### **BID SECURITY**

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the estimated annual cost (i.e. Unit Price per Ton X 5900 Estimated Tons per Year X 5% = Bid Bond Amount) amount submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

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

### **BID BOND INSTRUCTIONS**

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

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

### **BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

### **MODIFICATION OR WITHDRAWAL OF BID**

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

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

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of

Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

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

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

### **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

### **CONSIDERATION OF BIDS**

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

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

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

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

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

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

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

### **MINIMUM QUALIFICATION OF CONTRACTORS**

Prime bidder must be fully licensed to do business in the State of Florida and must have operated a Biosolids Management Facility for a minimum of five (5) years, and submit sufficient documentation of maintaining current permits during those five (5) years with the submitted bid proposal, and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein. Each Bidder must submit Attachment "G" Experience of Bidder Form.

Proof of qualifications shall be provided by completing and submitting Attachment "C" – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Bidders to whom award of a contract is under consideration shall submit to the County, upon his request, a properly executed

Upon recommendation of award, the recommended vendor must obtain a Local Business Tax Receipt from St. Johns County.

### **SUB-CONTRACTORS**

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

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

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

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

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

### **PUBLIC CONSTRUCTION BOND**

The Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

### **SURETY BOND**

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

### **Time of Delivery and Form of Bonds**

The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties:** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No

work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

#### **EQUIPMENT**

Each Bidder must submit a list of company-owned equipment that shall be available and/or utilized to perform the required services under this contract on **Attachment "H" – List of Equipment** provided herein. Equipment listed must be sufficient to satisfactorily perform the required services and must comply with 40 CFR 503 and 62-640 FAC.

#### **CONTRACT TERMS**

The Contract shall become effective on May 1, 2018, and will be for a period of one (1) year, **providing satisfactory performance is maintained**. The Contract price will remain fixed for the Contract Term. The Contract may be extended in one (1) year increments for a maximum of four (4) one year extensions if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the SJC Purchasing Director and Utility Administrative Manager, or their designees, and availability of funds for the fiscal year of the renewal period.

#### **PAYMENT**

Invoices will be submitted to the SJC Utility Administrative Manager at the end of each month. The awarded firm shall address invoices to:

St. Johns County Utility Department  
1205 State Road 16  
St. Augustine, FL 32084

The payment terms of the County are **Net 30 days** upon receipt of invoice.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

#### **TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

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

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

### **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. 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 the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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 a CONTRACTOR.

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.

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 per Florida Statute 440.02.

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

### **GOVERNING LAWS & REGULATIONS**

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

**TAXES**

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

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**



**BID NO: 18-34**

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

**PROJECT: COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE**

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-34, Collection, Transportation & Disposal of Sludge in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

**Unit Price Bid:**

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

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

**UNIT PRICE PER TON \$** \_\_\_\_\_ **/100**  
(Amount Written in Words)

**METHOD OF DISPOSAL:** \_\_\_\_\_  
(Landfill, land application, incineration, composting, fertilizer conversion, etc.)

Bidder shall insert the Unit Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

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

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or

corporation, and we have carefully and to our satisfaction examined the 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 ninety (90) 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%) of estimated annual cost (i.e. Unit Price per Ton X 5900 Estimated Tons per Year X 5% = Bid Bond Amount) 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 ninety (90) 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.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

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

Email Address for Authorized Company Representative: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

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

Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Unit Price Bid Form
  - Attachment "A" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – License / Certification List
  - Attachment "D" – List of Proposed Sub-Contractors/Franchise Holders
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" – Proof of Insurance
  - Attachment "G" – Experience of Bidder Form
  - Attachment "H" – List of Equipment
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO.: 18-34

ATTACHMENT "A"

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

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-34; 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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.

\_\_\_\_\_  
(Bidder)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Notary Public:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

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

BID NO.: 18-34

**ATTACHMENT "B"**  
**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 \_\_\_\_\_, 20\_\_; A.D.

NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

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





ATTACHMENT "E"

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

Project (RFQ, RFP, BID) Number/Description: Bid No 18-34: Collection, Transportation & Disposal of Sludge

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) :

_____	_____
Signature	Print Name/Title
_____	_____
Signature	Print Name/Title



**BID NO.: 18-34**

**ATTACHMENT "F"**

**CERTIFICATE OF INSURANCE**

INSERT CERTIFICATE OF INSURANCE HERE

BID NO.: 18-34

ATTACHMENT "G"

**EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: \_\_\_\_\_  
Bidder  
Date  
\_\_\_\_\_  
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

Do you have any similar work in progress at this time? \_\_\_\_\_ Yes \_\_\_\_\_ No

Length of time in business: \_\_\_\_\_ Years

Is your company currently involved in any active litigation? \_\_\_\_\_ If Yes, explain: \_\_\_\_\_

Has your company ever been sued? \_\_\_\_\_ If Yes, explain and/or submit court decision or judgment, as applicable: \_\_\_\_\_



BID NO.: 18-34

**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\_\_.

For

**COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE**

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) 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.

**BID NO.: 18-34**

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: 18-34: 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%-22%. The SJCUD produces approximately five thousand nine hundred (5,900) wet tons of sludge each year.

**LOCATIONS**

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

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

State Road 16 WWTP  
3000 Industry Center Road  
St. Augustine, FL 32084

NW WRF  
Proposed County Road 2209  
St. Augustine, FL 32092

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 shall be clean and free of objectionable odors upon delivery to the site. 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 each of the 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, up to two containers on-site at SR 16 WWTP, and up to two containers on-site at NW WRF, Monday through Friday. The Contractor shall be responsible for placing or picking up containers on weekend days to meet the needs of any of the 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. Should any container be delivered that is unsuitable, then the Contractor is solely responsible for removal of said container and replacement with a suitable container.

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 November 2017. 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	1.9883	24.2	2.4648

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.




**SEALED BID MAILING LABEL**

**BID NO: 18-34  
COLLECTION, TRANSPORTATION & DISPOSAL OF SLUDGE**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed BID"**

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>BID NO: 18-34</b>
BID TITLE:	<b>Collection, Transportation, &amp; Disposal of Sludge</b>
DUE DATE/TIME:	<b>By 2:00PM – January 17, 2018</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Leigh Daniels 500 San Sebastian View St. Augustine FL 32084



**END OF DOCUMENT**



## St. Johns County Board of County Commissioners

Purchasing Division

December 27, 2017

### ADDENDUM #1

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**

**Subject: Bid No. 18-34, Collection, Transportation & Disposal of Sludge**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

#### Questions:

1. Would the Authority consider on site treatment to Class AA Sludge as per EPA regulation? This on site treatment would remove any risk of transporting non Class AA sludge throughout the City. A mobile unit can travel between each of the three facilities for treatment and leave when finished, so as not to physically interfere with any other operations or facilities on site. We would provide all personnel and equipment to operate the Mobile Class AA end product. All risk would be absorbed by us.

**Answer: SJCUD is currently unable to accommodate on-site treatment by contractor.**

2. Please provide us with the current price paid for these services – we believe there is a current contract with the Company Shelly's Environmental Systems.

**Answer: Current price is \$49.85 per wet ton.**

3. What is the current pricing for this service?

**Answer: See answer to question # 2.**

4. Where is the sludge being disposed of?

**Answer: Biosolids Treatment Facility (BTF) in Zellwood, FL**

5. Can you please clarify if the sludge can be taken to a class 1 landfill?

**Answer: Biosolids generated at the facilities may be disposed of in a Class I solid waste landfill or at the currently approved BTF. Use of an alternative biosolids treatment facility other than the BTF named within the permit will require a copy of the agreement pursuant to the Rule along the FDEP notification.**

**THE BID DUE DATE REMAINS January 17, 2018 AT 2:00 P.M.**

Acknowledgment

Sincerely,

\_\_\_\_\_  
Signature and Date

Leigh A. Daniels, CPPB  
Procurement Supervisor

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



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

Purchasing Division

January 3, 2018

**ADDENDUM #2**

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**

**Subject: Bid No. 18-34, Collection, Transportation & Disposal of Sludge**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

**Questions:**

1. What type of containers are to utilized under the belt press? Can they be semi-trailers? Do they have to be roll-off containers?

**Answer: The containers are to be semi-trailers.**

2. Is there a conveyor that transports the sludge from the belt press discharge to the collection container or do the belt presses discharge directly into the collection containers?

**Answer: There is a conveyor that transports the biosolids from the belt press to the semi-trailer.**

**THE BID DUE DATE REMAINS January 17, 2018 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Leigh A. Daniels, CPPB  
Procurement Supervisor

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 2**