

RESOLUTION NO. 2019 - 192

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-57 AND TO EXECUTE AN AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF WASTEWATER SLUDGE.

RECITALS

WHEREAS, the County desires to enter into a contract with H & H Liquid Sludge Disposal, Inc. to complete the Collection, Transportation and Disposal of Wastewater Sludge; and

WHEREAS, the scope of the project shall consist of the collection, transportation and disposal of wastewater sludge from County Wastewater Treatment Facilities located in St. Johns County. The Contractor shall be required to provide any and all labor, materials, equipment, supervision and transportation necessary to perform the required services in compliance any and all applicable federal, state, and local laws, regulations and codes. The Contractor must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals.

WHEREAS, through the County's formal Bid process, H & H Liquid Sludge Disposal, Inc. 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 19-57 to H & H Liquid Sludge Disposal, Inc. 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 19-57.

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 4 day of June, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

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

RENDITION DATE 6/6/19





CONTRACT AGREEMENT
BID NO: 19-57; COLLECTION, TRANSPORTATION & DISPOSAL
OF WASTEWATER SLUDGE
Master Contract #: 19-MCC-HHL-10686

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2019, ("Effective Date"), 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 **H & H Liquid Sludge Disposal, Inc.**, ("Contractor"), authorized to do business in the State of Florida, with offices located at P.O. Box 390, Branford, FL 32008; Phone: (800) 653-0386; Fax: (386) 935-0941; and Email: shacht@hhlsl.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 upon signature by both parties, as of the Effective Date shown above, and shall remain in effect for an initial period of three (3) consecutive calendar years, and may be renewed for one (1) two-year renewal period, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. 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 satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this 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 transport and dispose of Class B wastewater residuals from four (4) Wastewater Treatment Facilities listed herein on an as needed basis as determined by the SJC Utility Department and must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 19-57 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 based upon the pricing detailed in Exhibit "A-1" attached here to, as submitted in the bid proposal and accepted by the County. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount budgeted by the SJC Utility Department without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to any specified 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: Frank Kenton, Administrative Manager
1205 State Road 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 County 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 fifteen (15) 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 Agreement 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 Agreement.

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 Agreement, 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 Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

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 nor 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 ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this 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, CPPO, CPPB, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

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

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

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.

**BID NO: 19-57; COLLECTION, TRANSPORTATION & DISPOSAL
OF WASTEWATER SLUDGE
Master Contract #: 19-MCC-HHL-10686**

COUNTY:

St. Johns County, FL
Full Legal Name

By: _____
Signature County Representative

Printed Name – County Representative

Printed Title – County Representative

Date of Execution

CONTRACTOR:

H & H Liquid Sludge Disposal, Inc.
Full Legal Company Name

By: _____
Signature of Contractor Representative

Printed Name & Title

Date of Execution

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

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

EXHIBIT "A-1"

BID 19-57: COLLECTION, TRANSPORTATION AND DISPOSAL OF WASTEWATER

SLUDGE:

UNIT PRICE SCHEDULE

The contractor shall invoice the County, at the end of each month, for services satisfactorily performed according to the approved Unit Prices shown below at the quantities collected and transported for the respective month. These prices shall remain firm throughout the duration of the applicable Contract Term. The SJC Utility Department shall be responsible for verifying quantities of sludge collected and transported by the CONTRACTOR prior to paying any submitted invoice.

1. Unit price per gallon for sludge collected from WWTF's and transported for disposal:..... **\$0.083**
 2. Unit price per gallon for sludge transported from WWTF's to *Sawgrass WWTF:..... **\$0.049**
 3. Unit price per wet ton for sludge transported from *Sawgrass WWTF for disposal:..... **\$37.95**
 4. Unit price per gallon for sludge transported from WWTF's to *Players Club WRF:..... **\$0.049**
 5. Unit price per wet ton for sludge transported from *Players Club WRF for disposal:..... **\$37.95**
 6. Unit price per gallon for sludge transported from SR 207 WWTP to Anastasia Island WWTP:..... **\$0.051**
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**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, Assist. Utility Dept. Director
FROM: David E. Pyle; Procurement Coordinator
SUBJECT: Bid No. 19-57; Collection, Transportation &
Disposal of Wastewater Sludge
DATE: May 1, 2019

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

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

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

Department Head Approval *E. Kenton*

Date *5/7/19*

Budget Amount *\$209,000*
\$89,000

Account Funding Title *Contractual Services*
4473-53/20

Funding Charge Code *4415-53/20*

Award to *HdH Liquid Sludge Disposal Inc.*

Award Amount *Based on usage*

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE COLLECTION, TRANSPORTATION & DISPOSAL OF
WASTEWATER SLUDGE

BID NUMBER 19-57

OPENING DATE/TIME May 1, 2019 2:00 PM

POSTING DATE/TIME FROM 05/01/19 3:00 PM
UNTIL 05/06/19 3:00 PM

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

OPENED BY DAVID PYLE

TABULATED BY SHHELLY VONGCHANTA

VERIFIED BY David Pyle

BIDDERS	TOTAL ANNUAL BID PRICE	BID BOND	ADDENDUM #1	ATTACHMENTS "A - F"			
Merrell Bros., Inc.	\$339,744.00	yes	yes	yes			
H & H liquid Sludge Disposal, Inc.	\$279,606.00	yes	yes	yes			

BID AWARD DATE - _____



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

May 7, 2019

RE: Bid No: 19-57; Collection, Transportation and Disposal of Wastewater Sludge

Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to H&H Liquid Sludge Disposal, Inc., as the responsive, responsible bidder for Bid No: 19-57; Collection, Transportation and Disposal of Wastewater Sludge. This notice will remain posted until 2:00 PM, Friday, May 10, 2019.

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 and execute a contract.

Please forward all correspondence, requests or inquiries directly to David E. Pyle, CCPB, Procurement Coordinator, at dpyle@sjcfl.us.

Sincerely,
St. Johns County, FL
Board of County Commissioners


County Representative Signature

Date: 5/7/19

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM
Purchasing Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@sjcfl.us

H&H Liquid Sludge Disposal, Inc.

P.O. Box 390, Branford, FL 32008

(800) 653-0386

biosolidsolutions@hhltd.com

Steve Hacht, President

Board of County Commissioners

St. Johns County, Florida

BID NO: 19-57

**Collection, Transportation & Disposal
of Wastewater Sludge**

Bid Due: 5/1/2019 at 2:00 pm

BID NO: 19-57

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Collection, Transportation & Disposal of Wastewater Sludge

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

DATE SUBMITTED: 4/30/2019

BID PROPOSAL OF

H&H Liquid Sludge Disposal, Inc.

Full Legal Company Name

P.O. Box 390, Branford, FL 32008

(800) 653-0386

(386) 935-0941

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: 19-57; Collection, Transportation & Disposal of Wastewater 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 for the following bids quoted in this Bid Proposal summarized as follows:

TOTAL ANNUAL PRICE BID:

FOR: Collection, Transportation & Disposal of Wastewater Sludge

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the prices submitted below. These prices shall be final cost to the County. No fuel surcharges, transportation surcharges, treatment or disposal costs, or any other fees or costs shall be paid in addition to the prices submitted below.

1. Unit price per gallon for sludge collected from WWTF's and transported for disposal:

1. UNIT PRICE PER GALLON: \$ 0.083 x 350,000 gallons = \$ 29,050.00

2. Unit price per gallon for sludge transported from WWTF's to *Sawgrass WWTF:

2. UNIT PRICE PER GALLON: \$ 0.049 x 580,000 gallons = \$ 28,420.00

3. Unit price per wet ton for sludge transported from *Sawgrass WWTF for disposal:

3. UNIT PRICE PER WET TON: \$ 37.95 x 320 wet tons = \$ 12,144.00

4. Unit price per gallon for sludge transported from WWTF's to *Players Club WRF:

4. UNIT PRICE PER GALLON: \$ 0.049 x 2,320,000 gallons = \$ 113,680.00

5. Unit price per wet ton for sludge transported from *Players Club WRF for disposal:

5. UNIT PRICE PER WET TON: \$ 37.95 x 1,280 wet tons = \$ 48,576.00

6. Unit price per gallon for sludge transported from SR 207 WWTP to Anastasia Island WWTP:

6. UNIT PRICE PER GALLON: \$ 0.051 x 936,000 gallons = \$ 47,736.00

(4 loads of 4,500 gallons shall be collected and transported each week x 52 weeks= 936,000 gallons)

TOTAL ANNUAL BID PRICE (#'S 1-6 Added): \$ 279,606.00

**The Sawgrass WWTP is scheduled for decommission in 2020 to be replaced by a regional facility under construction at the current Players Club WWTP. The new PC WRF will replace the current PC WWTP, IB WWTP, and SG WWTP.*

PROPOSED LAND APPLICATION SITE(S): Glenn Farms , K Bar Ranch

Each Bidder shall type, or print legibly, in blue or black ink, the numerical amounts for each of the items listed above. In order to calculate the Total Annual Price Bid, Bidders shall multiply each unit price by the estimated total annual volumes provided above, and then add all three subtotals. If there is a math error, the County will calculate the total based on the Unit Prices submitted, and revise the Total Annual Price Bid on the Bid Tabulation to reflect the correct pricing.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

No.: #1 Date Received: 4/22/2019

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 County.

BID NO: 19-57

CORPORATE/COMPANY

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

By: [Signature] Steve Hacht, President
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] Katie Matthews, Sec/Treas
Signature of Authorized Representative (Name & Title typed or printed)

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

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

Email Address for Authorized Company Representative: shacht@hhlsd.com

Federal I.D. Tax Number: 59-1832613 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 Bid Form
 - Attachment "A" – Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Claims, Liens, Litigation History
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", 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: 19-57

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 Steve Hacht who being duly sworn, deposes and says he is President (Title) of the firm of H&H Liquid Sludge Disposal, Inc. (Bidder) submitting the attached proposal for the services covered by the bid documents for Bid No: 19-57: Collection, Transportation and Disposal of Wastewater Sludge, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That 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.

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

By: [Signature]
President
(Title)

Sworn and subscribed to me this 30th day
of April, 2019.

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



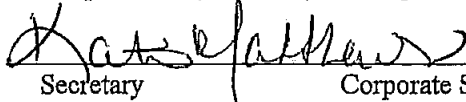
My commission Expires: June 2, 2019

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

BID NO: 19-57

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Katie Matthews, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Rick Hacht who signed the said bond on behalf of the Principal, was then VP 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 "C"
LICENSE / CERTIFICATION LIST**

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

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

License Name	License #	Issuing Agency	Expiration Date
St. Johns County Local Business Tax Receipt	60884	St. Johns County Tax Collector	9/30/2019
USDOT Number	821903FL	Florida Dept. of Transportation	n/a
Biosolids Site Permit	FLA485578	Florida Dept of Enviornmental Protection	1/18/2023
Biosolids Site Permit	FLA384364	Florida Dept of Enviornmental Protection	4/30/2028

**2018/2019 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN CONSPICUOUS PLACE

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE

ACCOUNT 60884
EXPIRES September 30, 2019

TYPE OF BUSINESS 000275 MISC. PUBLIC SERV.

BUSINESS ADDRESS 6990 US HWY 27
OUT OF AREA, FL 32008

BUSINESS NAME H&H LIQUID SLUDGE DISPOSAL INC
OWNER H&H LIQUID SLUDGE DISPOSAL INC

MAILING ADDRESS PO BOX 390
BRANFORD FL 32008

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED



X NEW BUSINESS TRANSFER	
ORIGINAL TAX	22.00
AMOUNT	22.00
PENALTY	.00
COLLECTION COST	
TOTAL	22.00

DENNIS W. HOLLINGSWORTH

ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise agreement, or county commission, state or federal permission or authority is required by county, state or federal law.

PAID - 8151249.0001-0001 501 09/17/2018 22.00



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

August 5, 1999

H & H Liquid Sludge Disposal, Inc.
Post Office Box 609
Ft. White, Florida 32038

Dear Motor Carrier:

This office has received your application for an Intrastate USDOT number (Form MCS -150/FL). Your application has been processed through the USDOT Motor Carrier Management Information Systems (MCMIS) and the following Intrastate USDOT number has been assigned to your company:

USDOT 821903FL

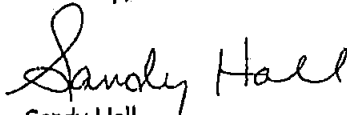
Your intrastate USDOT Identification Number must be displayed on vehicle(s) with the Florida suffix (FL) clearly printed at the end of the USDOT number, as specified in the Code of the Federal Regulations (CFR), Title 49, Part 390.21, which was adopted by Florida Statute 316.302. Provided for your information is an attached copy of CFR, Title 49 Part 390.21.

If this letter is received at a location other than your principal office (i.e., terminal or area office), please forward to the appropriate company officials. If there has been a change in your motor carrier name or principal office address, please correct the information shown at the top of this letter and return it to the following address:

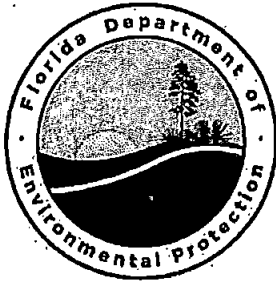
Florida Department of Transportation
Motor Carrier Compliance Office
1815 Thomasville Road
Tallahassee, Florida 32303
Attention: Sandy Hall

Should you have any questions regarding the assignment of an Intrastate USDOT number or the adoption of the Federal Regulations by State Statutes for intrastate carriers, please feel free to contact my office at 850/922-0134, Monday-Friday (8am-5pm).

Sincerely,



Sandy Hall
Intrastate Identification
Program Manager



Florida Department of Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA BIOSOLIDS SITE PERMIT

PERMITTEE:

H & H Liquid Sludge Disposal, Inc.

RESPONSIBLE OFFICIAL:

Mr. Steve Hacht
General Manager
H & H Liquid Sludge Disposal, Inc.
Post Office Box 390
Branford, Florida 32008
Telephone: 1-800-653-0386
biosolidsolutions@hhlstd.com

PERMIT NUMBER:

FLA485578

FILE NUMBER:

FLA485578 – DWB

ISSUANCE DATE:

January 19, 2018 (003/NR)

EFFECTIVE DATE:

January 19, 2018

EXPIRATION DATE:

January 18, 2023

SITE:

Glenn Farms Biosolids Application Site
5391 Southwest US Highway 27
Fort White, Florida 32038
Columbia County

Latitude: 29° 54' 63" N

Longitude: 82° 41' 26" W

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.). The above named permittee is hereby authorized to manage the biosolids application site in accordance with the documents attached hereto and specifically described as follows:

BIOSOLIDS APPLICATION SITE:

The Glenn Farms site is an existing 262.31-acre restricted public access agricultural site leased and operated by H & H Liquid Sludge Disposal. The biosolids application site is divided into eight application zones. The site is a multi-use site for the land application of Class B biosolids from wastewater treatment facilities (WWTF) on eight application zones.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in Part I through Part V on pages 1 through 14 of this permit, the approved Nutrient Management Plan (NMP) dated December 2017, and the requirements of Chapter 62-640, F.A.C.

SITE: Glenn Farms Biosolids Application Site
 PERMITTEE: H & H Liquid Sludge Disposal, Inc.

PERMIT NUMBER: FLA485578-003
 EXPIRATION DATE: January 18, 2023

I. BASIC REQUIREMENTS

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to land apply biosolids at the Glenn Farms Biosolids Application Site [62-640]
2. In accordance with the NMP, land application of biosolids is authorized on the Biosolids Application Zones listed in the table and depicted on the map below:

Zone Number	Applicable Acreage (Acres)	Basis for Nutrient Budget	Max Allowed TN from Biosolids (lbs/ac)				
			1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
1-1	34.0	N	307.9	306.7	303.8	304.8	304.9
2-2	18.75	N	459.9	454.0	455.4	457.8	457.6
2-3	77.28	N	481.0	461.8	456.9	456.0	457.4
2-4	14.55	N	436.0	448.0	456.9	459.1	457.5
2-5	6.54	N	510.0	467.3	450.8	155.3	157.7
2-6	23.74	N	534.6	482.9	167.3	150.2	456.6
2-7	35.73	N	474.4	452.5	457.3	457.0	457.6
2-8	51.72	N	328.7	312.0	305.4	303.2	304.8
Total	263.31	N	3532.5	3385.2	3053.8	2743.4	3054.1

Glenn Farms Site Map



SITE: Glenn Farms Biosolids Application Site
PERMITTEE: H & H Liquid Sludge Disposal, Inc.

PERMIT NUMBER: FLA485578-003
EXPIRATION DATE: January 18, 2023

3. The site shall be operated in accordance with the NMP which establishes specific application rates and procedures for each application zone. [62-640.500(5)(e)]
4. Land application of biosolids shall not result in a violation of Florida water quality standards pursuant to Chapter 62-302, F.A.C., and Chapter 62-520, F.A.C. [62-640.400(2)]
5. The treatment, management, transportation, use, or land application of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-640.400(6)]
6. Biosolids shall not be spilled from or tracked off the land application site by the hauling vehicle. [62-640.400(9)]

II. MONITORING, RECORDKEEPING, REPORTING, AND NOTIFICATION REQUIREMENTS

A. Soil Monitoring Requirements

1. The permittee shall conduct soil fertility testing, in accordance with the NMP, *every 5 years*. [62-640.650(3)(b)1, 62-640.500(5)d]
2. Soil fertility testing shall follow the procedures in the IFAS publications, "Extension Soil Testing Laboratory (ESTL) Analytical Procedure and Training Manual", UF/IFAS Circular 1248, <http://edis.ifas.ufl.edu/SS312> and "Soil Testing", UF/IFAS Circular 239. A copy of UF/IFAS Circular 239 may be obtained upon request from the Northeast District office. Results of soil fertility testing shall be included in the application site records. [62-640.650(3)(b)1.]
3. The pH of the biosolids soil mixture shall be 5.0 or greater at the time biosolids are applied. At a minimum, soil pH testing shall be conducted annually. [62-640.700(9)]

B. Record Keeping Requirements

4. The permittee shall maintain hauling records to track the transport of biosolids between the wastewater treatment facility and the site. The hauling records shall contain the following information:
 - a. Date and time received and shipment ID
 - b. Name and ID of treatment facility from which biosolids are received
 - c. Signature of hauler
 - d. Signature of site manager or designee

For each shipment of biosolids received, the site manager shall provide a receipt to the treatment facility containing the hauling information within 30 calendar days of delivery of the biosolids. These records shall be kept for five years and shall be made available for inspection upon request by the Department's Northeast District Office. [62-640.650(4)(d)-(g)]

5. The permittee shall maintain biosolids application logs and records for each application zone indefinitely and shall make these records available for inspection within seven days of request by the Department's Northeast District Office. Logs and records for the most recent six months of application shall be maintained at the site and be available for inspection. The logs and records shall include:

SITE: Glenn Farms Biosolids Application Site
PERMITTEE: H & H Liquid Sludge Disposal, Inc.

PERMIT NUMBER: FLA485578-003
EXPIRATION DATE: January 18, 2023

- a. A copy of the approved NMP
- b. For Class A and B biosolids, the cumulative loading amounts for each zone in accordance with Rule 62-640.700(7), F.A.C.
- c. Biosolids Application Site Log, Form 62-640.210(2)(e), F.A.C., for each application zone
- d. The results of all soil and ground water monitoring
- e. Any records necessary for demonstrating compliance with the NMP such as crop planting records, harvesting dates, harvested yields, applications of other sources of nutrients, or other records identified in the NMP

[62-640.650(4)(j)]

C. Reporting Requirements

6. The permittee shall submit an annual summary of biosolids application activity to the Department's Northeast District Office on Department Form 62-640.210(2)(c), Biosolids Application Site Annual Summary, for all biosolids applied during the period of January 1 through December 31. The summary for each year shall be submitted by *February 19* of the following year. [62-640.650(5)(d)]
7. At the time the Biosolids Application Site Annual Summary is submitted to the Department, the permittee shall send a copy to each treatment facility permittee from which biosolids have been received. [62-640.650(5)(e)]

D. Notification Requirements

8. 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 the Department's Northeast District Office at the address specified below:

Florida Department of Environmental Protection
Northeast District Office
Attn.: Domestic Wastewater Section
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Phone Number: (904) 256-1700

Fax Number: (904) 256-1590

All FAX copies and e-mails shall be followed by original copies.)

9. Surface or ground water quality violations that are discovered as a result of testing shall be reported to the Department within 24 hours of discovery. [62-640.650(6)(b)]
10. The permittee shall notify the Department and facilities sending biosolids to the site in writing at least 60 days before ceasing operation of a permitted biosolids land application site. [62-640.650(6)(h)]
11. The permittee shall provide verbal notice to the Department's Northeast District Office as soon as practical after discovery of a sinkhole or other karst feature within the biosolids application

SITE: Glenn Farms Biosolids Application Site
PERMITTEE: H & H Liquid Sludge Disposal, Inc.

PERMIT NUMBER: FLA485578-003
EXPIRATION DATE: January 18, 2023

site. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Northeast District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]

12. If ownership of a land application site changes prior to the expiration of one of the time period restrictions established by Rule 62-640.700(12), F.A.C., the existing owner shall disclose the restrictions to the prospective owner prior to transferring ownership. [62-640.700(12)(j)]
13. If the cumulative loading of molybdenum is 35.7 lbs per acre or greater on sites where Class A or B biosolids are applied, the permittee shall notify the land owner(s) and owners of grazing animals in writing within 30 days of the discovery. [62-640.650(6)(i)]
14. Animals found grazing within 30 days application of Class B biosolids shall be reported by the site manager to the Florida Department of Agriculture and Consumer Services, Bureau of Animal Disease Control within 2 weeks. [62-640.700(12)(h)]

III. APPLICATION REQUIREMENTS

1. Biosolids applied to the application site shall meet the requirements of B biosolids as defined in Rule 62-640.200, F.A.C. [62-640.700(2)]
2. The application of Class A or B biosolids to application zones shall be restricted by the following cumulative application limits:

Parameter	Cumulative Application Limits
Arsenic	36.6 pounds/acre
Cadmium	34.8 pounds /acre
Copper	1340 pounds/acre
Lead	268 pounds/acre
Mercury	15.2 pounds/acre
Molybdenum	Report only
Nickel	375 pounds/acre
Selenium	89.3 pounds/acre
Zinc	2500 pounds/acre

[62-640.700(7)(b)]

3. If one or more zone(s) changes ownership or becomes part of a different application site, the cumulative loading determination for the zone(s) shall account for the prior applications of Class A or B biosolids. [62-640.700(7)(c)]
4. If the cumulative loading amount of one or more of the pollutants is not known in a zone that was previously applied with Class A or B biosolids, no further application of biosolids shall be made to that application zone, unless the permittee establishes cumulative loading amounts by calculation methods and analysis or soil testing. [62-640.700(7)(d)]
5. Biosolids shall be applied with appropriate techniques and equipment to assure uniform application over the application zone. [62-640.700(6)(a)]

SITE: Glenn Farms Biosolids Application Site
PERMITTEE: H & H Liquid Sludge Disposal, Inc.

PERMIT NUMBER: FLA485578-003
EXPIRATION DATE: January 18, 2023

6. The spraying of liquid domestic wastewater biosolids shall be conducted so that the formation of aerosols is minimized. Spray guns shall not be used. [62-640.700(6)(d)]
7. Biosolids shall not be applied at an application zone during rain events that cause ponding or sheet flow, when ponding exists, or when surface soils are saturated. [62-640.700(11)(a)]
8. If application site slopes exceed three percent in one or more application zones, biosolids shall be injected or incorporated, unless addressed in the approved NMP. [62-640.700(11)(b)]
9. Biosolids shall not be stored, stockpiled, or staged for more than seven days. [62-640.700(6)(e)]
10. Application sites that receive Class B biosolids shall be posted with appropriate advisory signs that identify the nature of the project area and are clearly noticeable. Signs shall be posted at all entrances to sites, and the words "Class B Biosolids Site," "Sitio con Biosólidos," "Public Access Prohibited," "Prohibido el Acceso al Público," and the name and contact information of the site manager shall appear prominently on these signs. For unfenced sites, additional signs with the words "Public Access Prohibited" and "Prohibido el Acceso al Público" appearing prominently shall be posted at the corners and at a maximum of 500 feet intervals along the boundaries of the application sites or zones. All signs shall have letters at least 2 inches in height and shall be maintained and be legible. [62-640.700(6)(f)]
11. A minimum unsaturated soil depth of two feet is required between the depth of biosolids placement and the water table level at the time the Class A or Class B biosolids are applied to the soil. [62-640.700(10)]
12. Class B biosolids shall only be applied to restricted public access areas. The public shall be restricted from the application zone for 12 months after the last application of biosolids. [62-640.700(12)(a)]
13. The setback distances in the following table shall be met for Class A or B biosolids, except as provided below.

Setbacks	Distance
*Class I water, Outstanding Florida Water, or Outstanding National Resource Water	1000 ft
*Other surface water	200 ft
*Other surface water – if biosolids incorporated or injected	100 ft
Subsurface fractures, sinkholes, or other conduits to groundwater	200 ft
Private potable well	300 ft
Public potable well	500 ft
**Occupied buildings - biosolids stored or stockpiled for more than 7 days	1320 ft
**Occupied buildings - Class B only	300 ft
Occupied buildings - Class B only; incorporated or/injected	100 ft
Property lines - Class B only	75 ft

* Setbacks from surface waters shall be vegetated.

**May be reduced with building owner consent

Note - Setbacks do not apply to surface waters owned entirely by one person other than the state which are located completely within the property and will not discharge from the property.

[62-640.700(8)]

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14. Plant nursery use of Class B biosolids is limited to plants which will not be sold to the public for 12 months after the last application of biosolids. [62-640.700(12)(b)]
15. Food crops, feed crops, and fiber crops shall not be harvested for 30 days following the last application of Class B biosolids. [62-640.700(12)(d)]
16. Food crops with harvested parts that touch the biosolids/soil mixture and are totally above the land surface shall not be harvested for 14 months after the last application of Class B biosolids. [62-640.700(12)(e)]
17. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of Class B biosolids when the biosolids remain on the land surface for four months or longer before incorporation into the soil. [62-640.700(12)(f)]
18. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of Class B biosolids when the biosolids remain on the land surface for less than four months before incorporation into the soil. [62-640.700(12)(g)]
19. Animals shall not be grazed on the land for 30 days after the last application of Class B biosolids. [62-640.700(12)(h)]
20. Sod which will be distributed or sold to the public or used on unrestricted public access areas shall not be harvested for 12 months after the last application of Class B biosolids. [62-640.700(12)(i)]
21. Land application of "other solids" as defined in Chapter 62-640, F.A.C., is only allowed if specifically addressed in the NMP approved for the permitted site. [62-640.860]

IV. OTHER SPECIFIC CONDITIONS

1. If the permittee wishes to continue management of this site after the expiration date of this permit, the permittee shall submit an application for renewal no later than one-hundred and eighty days (180) prior to the expiration date of this permit. Application shall be made using the appropriate form listed in Rule 62-640.210(2)(d), F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-640.300(3)(c), F.A.C. [62-620.335(1) and (2), 62-640.210(2)(d) and 62-640.300(3)(c)]
2. The permittee shall apply for a minor permit revision on DEP Form 62-620.910(9) before applying biosolids to an area not addressed in this permit and the NMP or when changes to the agricultural operations will result in increased nutrient loading or application rates. [62-640.300(3)(d)]

V. 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)]

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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)]
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:

SITE: Glenn Farms Biosolids Application Site
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- 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)]*

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16. The permittee shall apply for a revision to the 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)]

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.

- a. 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.
- b. 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.
- c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
- d. 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.
- e. 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.
- f. 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)]

SITE: Glenn Farms Biosolids Application Site
PERMITTEE: H & H Liquid Sludge Disposal, Inc.

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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 Northeast 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.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) 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 WARNING POINT 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 Warning Point:
 - a) Name, address, and telephone number of person reporting;
 - b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - 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 Northeast District Office within 24 hours from the time the permittee becomes aware of the circumstances.

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- 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 Northeast 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 V. 17, 18 or 19 of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition V. 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 V. 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 V. 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 V. 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 V. 22. b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

SITE: Glenn Farms Biosolids Application Site
PERMITTEE: H & H Liquid Sludge Disposal, Inc.

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- 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.
- 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 V. 20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition V. 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)]

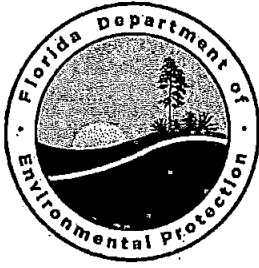
Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Thomas G. Kallemeyn
Permitting Program Administrator

DATE: January 19, 2018



Florida Department of Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA BIOSOLIDS SITE PERMIT

PERMITTEE:

H & H Liquid Sludge Disposal, Inc.

RESPONSIBLE OFFICIAL:

Mr. Steve Hacht, General Manager
H & H Liquid Sludge Disposal, Inc.
Post Office Box 390
Branford, Florida 32008
Telephone: (800) 653-0386
Email: shacht@hhlzd.com

PERMIT NUMBER:

FLA384364

FILE NUMBER:

FLA384364-DWB

ISSUANCE DATE:

March 9, 2018 (003/NRL)

EFFECTIVE DATE:

May 1, 2018

EXPIRATION DATE:

April 30, 2028

SITE:

K Bar Ranch Biosolids Management Facility
5923 County Road 248
O'Brien, Florida 32008
Suwannee County
Latitude: 30° 30' 00" N Longitude: 82° 52' 30" W

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.). The above named permittee is hereby authorized to manage the biosolids application site in accordance with the documents attached hereto and specifically described as follows:

BIOSOLIDS APPLICATION SITE:

The K Bar Ranch biosolids site is a 122.14-acre restricted public-access agricultural site; the site is leased and operated by H & H Liquid Sludge Disposal, Inc. The agricultural site is a multi-use site for the land application of Class B biosolids on eight application zones.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in Part I through Part V on pages 1 through 14 of this permit, the approved Nutrient Management Plan (NMP) (dated February 2018), and the requirements of Chapter 62-640, F.A.C.

SITE: K Bar Ranch BMF
 PERMITTEE: H & H-Liquid Sludge Disposal Inc.

PERMIT NUMBER: FLA384364
 EXPIRATION DATE: April 30, 2028

I. BASIC REQUIREMENTS

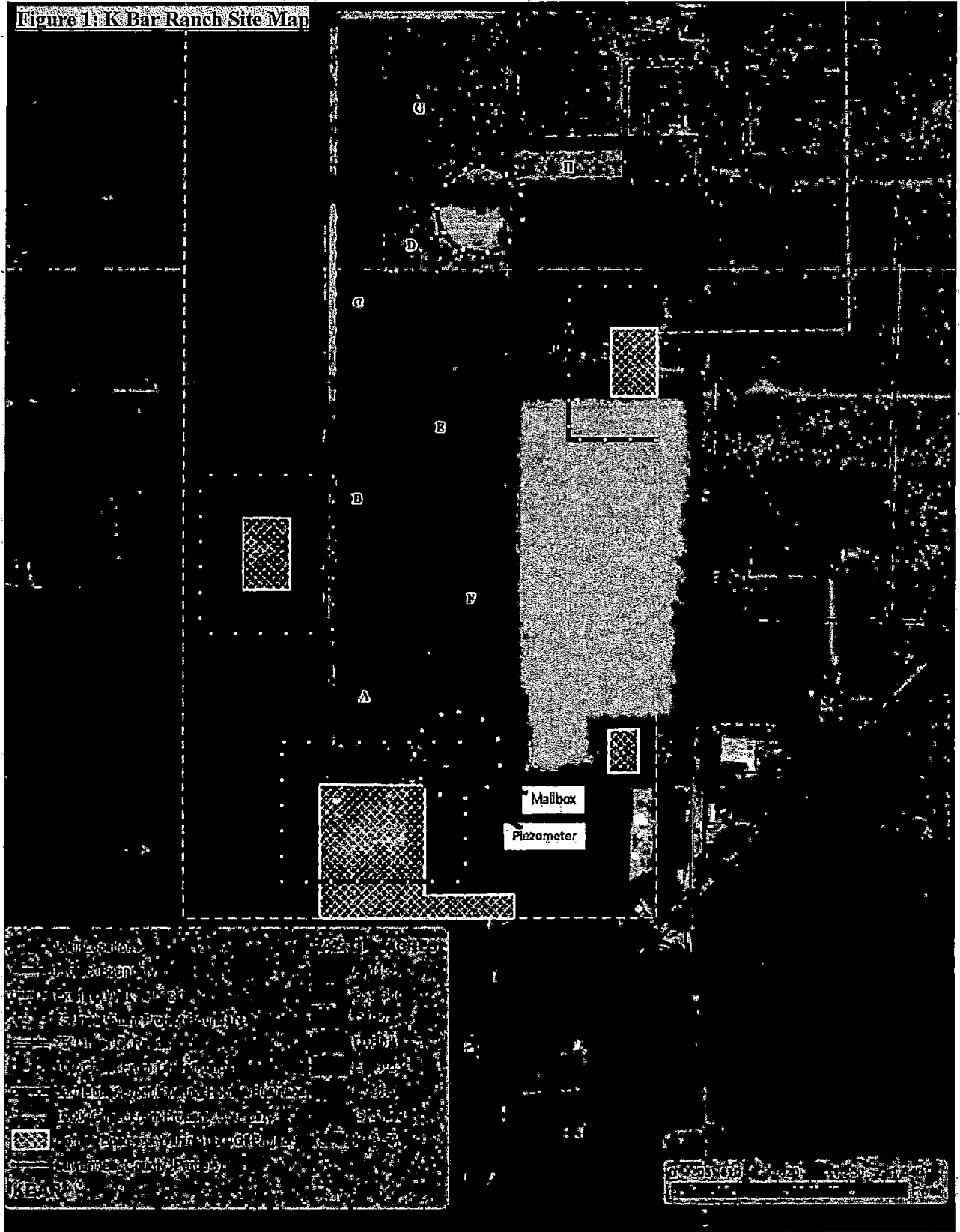
1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to land apply biosolids at the K Bar Ranch biosolids site. [62-640]
2. In accordance with the NMP, land application of biosolids is authorized on the Biosolids Application Zones listed in the table and depicted on the map below:

Zone Number	Applicable Acreage Amounts	Basic for Nutrient Budget	Max Allowed PAN from Biosolids (lbs/ac)	Max Allowed TN from Biosolids (lbs/ac)					Avg. Rate of Biosolids Applied (Dry ton/ac)
				Application - Year					
				1 st	2 nd	3 rd	4 th	5 th	
A	11.81 acres	N	240.0	506.6	462.8	458.4	454.5	457.5	4.28
B	9.55 acres	N	240.0	508.4	467.7	458.1	454.4	457.4	4.28
C	9.77 acres	N	240.0	509.6	471.2	460.3	453.4	457.2	4.30
D	6.14 acres	N	240.0	528.2	477.5	460.5	452.1	457.1	4.34
E	41.63 acres	N	240.0	484.9	464.0	456.7	455.7	457.4	4.24
F	8.16 acres	N	160.0	308.6	307.3	305.6	304.4	304.8	2.80
G	31.49 acres	N	160.0	322.7	309.5	304.6	303.8	304.9	2.82
H	3.59 acres	N	160.0	373.2	326.4	309.5	299.4	304.5	2.95

[62-640.500(4)]

SITE: K Bar Ranch BMF
PERMITTEE: H & H Liquid Sludge Disposal Inc.

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SITE: K Bar Ranch BMF
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3. The site shall be operated in accordance with the NMP which establishes specific application rates and procedures for each application zone. [62-640.500(5)(e)]
4. Land application of biosolids shall not result in a violation of Florida water quality standards pursuant to Chapter 62-302, F.A.C., and Chapter 62-520, F.A.C. [62-640.400(2)]
5. The treatment, management, transportation, use, or land application of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-640.400(6)]
6. Biosolids shall not be spilled from or tracked off the land application site by the hauling vehicle. [62-640.400(9)]

II. MONITORING, RECORDKEEPING, REPORTING, AND NOTIFICATION REQUIREMENTS

A. Soil Monitoring Requirements

1. The permittee shall conduct soil fertility testing, in accordance with the NMP, *every 5 years*. [62-640.650(3)(b)1, 62-640.500(5)d]
2. Soil fertility testing shall follow the procedures in the IFAS publications, "Extension Soil Testing Laboratory (BSTL) Analytical Procedure and Training Manual", UF/IFAS Circular 1248, <http://edis.ifas.ufl.edu/SS312> and "Soil Testing", UF/IFAS Circular 239. A copy of UF/IFAS Circular 239 may be obtained upon request from the Northeast District office. Results of soil fertility testing shall be included in the application site records. [62-640.650(3)(b)1.]
3. The pH of the biosolids soil mixture shall be 5.0 or greater at the time biosolids are applied. At a minimum, soil pH testing shall be conducted annually. [62-640.700(9)]

B. Record Keeping Requirements

4. The permittee shall maintain hauling records to track the transport of biosolids between the wastewater treatment facility and the site. The hauling records shall contain the following information:
 - a. Date and time received and shipment ID
 - b. Name and ID of treatment facility from which biosolids are received
 - c. Signature of hauler
 - d. Signature of site manager or designee

For each shipment of biosolids received, the site manager shall provide a receipt to the treatment facility containing the hauling information within 30 calendar days of delivery of the biosolids. These records shall be kept for five years and shall be made available for inspection upon request by the Department's Northeast District Office. [62-640.650(4)(d)-(g)]

5. The permittee shall maintain biosolids application logs and records for each application zone indefinitely and shall make these records available for inspection within seven days of request by the Department's Northeast District Office. Logs and records for the most recent six months of application shall be maintained at the site and be available for inspection. The logs and records shall include:
 - a. A copy of the approved NMP

SITE: K Bar Ranch BMF
PERMITTEE: H & H Liquid Sludge Disposal Inc.

PERMIT NUMBER: FLA384364
EXPIRATION DATE: April 30, 2028

- b. For Class A and B biosolids, the cumulative loading amounts for each zone in accordance with Rule 62-640.700(7), F.A.C.
- c. Biosolids Application Site Log, Form 62-640.210(2)(e), F.A.C., for each application zone
- d. The results of all soil and ground water monitoring
- e. Any records necessary for demonstrating compliance with the NMP such as crop planting records, harvesting dates, harvested yields, applications of other sources of nutrients, or other records identified in the NMP

[62-640.650(4)(j)]

C. Reporting Requirements

6. The permittee shall submit an annual summary of biosolids application activity to the Department's Northeast District Office on Department Form 62-640.210(2)(c), Biosolids Application Site Annual Summary, for all biosolids applied during the period of January 1 through December 31. The summary for each year shall be submitted by *February 19* of the following year. [62-640.650(5)(d)]
7. At the time the Biosolids Application Site Annual Summary is submitted to the Department, the permittee shall send a copy to each treatment facility permittee from which biosolids have been received. [62-640.650(5)(e)]
8. Reporting cumulative loadings of heavy metals is not required for sites where only Class AA biosolids are applied. [62-640.650(5)(d)]

D. Notification Requirements

9. 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 the Department's Northeast District Office at the address specified below:

Florida Department of Environmental Protection
Northeast District Office
Attn.: Domestic Wastewater Section
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Phone Number: (904) 256-1700
Fax Number: (904) 256-1589

All FAX copies and e-mails shall be followed by original copies.)

10. Surface or ground water quality violations that are discovered as a result of testing shall be reported to the Department within 24 hours of discovery. [62-640.650(6)(b)]
11. The permittee shall notify the Department and facilities sending biosolids to the site in writing at least 60 days before ceasing operation of a permitted biosolids land application site. [62-640.650(6)(h)]

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12. The permittee shall provide verbal notice to the Department's Northeast District Office as soon as practical after discovery of a sinkhole or other karst feature within the biosolids application site. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Northeast District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]
13. If ownership of a land application site changes prior to the expiration of one of the time period restrictions established by Rule 62-640.700(12), F.A.C., the existing owner shall disclose the restrictions to the prospective owner prior to transferring ownership. [62-640.700(12)(j)]
14. If the cumulative loading of molybdenum is 35.7 lbs per acre or greater on sites where Class A or B biosolids are applied, the permittee shall notify the land owner(s) and owners of grazing animals in writing within 30 days of the discovery. [62-640.650(6)(i)]
15. Animals found grazing within 30 days application of Class B biosolids shall be reported by the site manager to the Florida Department of Agriculture and Consumer Services, Bureau of Animal Disease Control within 2 weeks. [62-640.700(12)(h)]

III. APPLICATION REQUIREMENTS

1. Biosolids applied to the application site shall meet the requirements of Class AA, and B biosolids as defined in Rule 62-640.200, F.A.C. [62-640.700(2)]
2. The application of Class A or B biosolids to application zones shall be restricted by the following cumulative application limits:

Parameter	Cumulative Application Limits
Arsenic	36.6 pounds/acre
Cadmium	34.8 pounds /acre
Copper	1340 pounds/acre
Lead	268 pounds/acre
Mercury	15.2 pounds/acre
Molybdenum	Report only
Nickel	375 pounds/acre
Selenium	89.3 pounds/acre
Zinc	2500 pounds/acre

[62-640.700(7)(b)]

3. If one or more zone(s) changes ownership or becomes part of a different application site, the cumulative loading determination for the zone(s) shall account for the prior applications of Class A or B biosolids. [62-640.700(7)(c)]
4. If the cumulative loading amount of one or more of the pollutants is not known in a zone that was previously applied with Class A or B biosolids, no further application of biosolids shall be made to that application zone, unless the permittee establishes cumulative loading amounts by calculation methods and analysis or soil testing. [62-640.700(7)(d)]

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5. Biosolids shall be applied with appropriate techniques and equipment to assure uniform application over the application zone. [62-640.700(6)(a)]
6. The spraying of liquid domestic wastewater biosolids shall be conducted so that the formation of aerosols is minimized. Spray guns shall not be used. [62-640.700(6)(d)]
7. Biosolids shall not be applied at an application zone during rain events that cause ponding or sheet flow, when ponding exists, or when surface soils are saturated. [62-640.700(11)(a)]
8. If application site slopes exceed three percent in one or more application zones, biosolids shall be injected or incorporated, unless addressed in the approved NMP. [62-640.700(11)(b)]
9. Biosolids shall not be stored, stockpiled, or staged for more than seven days. [62-640.700(6)(e)]
10. Application sites that receive Class B biosolids shall be posted with appropriate advisory signs that identify the nature of the project area and are clearly noticeable. Signs shall be posted at all entrances to sites, and the words "Class B Biosolids Site," "Sitio con Biosólidos," "Public Access Prohibited," "Prohibido el Acceso al Público," and the name and contact information of the site manager shall appear prominently on these signs. For unfenced sites, additional signs with the words "Public Access Prohibited" and "Prohibido el Acceso al Público" appearing prominently shall be posted at the corners and at a maximum of 500 feet intervals along the boundaries of the application sites or zones. All signs shall have letters at least 2 inches in height and shall be maintained and be legible. [62-640.700(6)(f)]
11. A minimum unsaturated soil depth of two feet is required between the depth of biosolids placement and the water table level at the time the Class A or Class B biosolids are applied to the soil. [62-640.700(10)]
12. Class B biosolids shall only be applied to restricted public access areas. The public shall be restricted from the application zone for 12 months after the last application of biosolids. [62-640.700(12)(a)]
13. The setback distances in the following table shall be met for Class A or B biosolids, except as provided below.

Setbacks	Distance
*Class I water, Outstanding Florida Water, or Outstanding National Resource Water	1000 ft
*Other surface water	200 ft
*Other surface water – if biosolids incorporated or injected	100 ft
Subsurface fractures, sinkholes, or other conduits to groundwater	200 ft
Private potable well	300 ft
Public potable well	500 ft
**Occupied buildings - biosolids stored or stockpiled for more than 7 days	1320 ft
**Occupied buildings - Class B only	300 ft
Occupied buildings - Class B only; incorporated or/injected	100 ft
Property lines - Class B only	75 ft

* Setbacks from surface waters shall be vegetated.

**May be reduced with building owner consent

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Note - Setbacks do not apply to surface waters owned entirely by one person other than the state which are located completely within the property and will not discharge from the property.

[62-640.700(8)]

14. Plant nursery use of Class B biosolids is limited to plants which will not be sold to the public for 12 months after the last application of biosolids. [62-640.700(12)(b)]
15. Food crops, feed crops, and fiber crops shall not be harvested for 30 days following the last application of Class B biosolids. [62-640.700(12)(d)]
16. Food crops with harvested parts that touch the biosolids/soil mixture and are totally above the land surface shall not be harvested for 14 months after the last application of Class B biosolids. [62-640.700(12)(e)]
17. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of Class B biosolids when the biosolids remain on the land surface for four months or longer before incorporation into the soil. [62-640.700(12)(f)]
18. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of Class B biosolids when the biosolids remain on the land surface for less than four months before incorporation into the soil. [62-640.700(12)(g)]
19. Animals shall not be grazed on the land for 30 days after the last application of Class B biosolids. [62-640.700(12)(h)]
20. Sod which will be distributed or sold to the public or used on unrestricted public access areas shall not be harvested for 12 months after the last application of Class B biosolids. [62-640.700(12)(i)]
21. Land application of "other solids" as defined in Chapter 62-640, F.A.C., is only allowed if specifically addressed in the NMP approved for the permitted site. [62-640.860]

IV. OTHER SPECIFIC CONDITIONS

1. If the permittee wishes to continue management of this site after the expiration date of this permit, the permittee shall submit an application for renewal no later than one-hundred and eighty days (180) prior to the expiration date of this permit. Application shall be made using the appropriate form listed in Rule 62-640.210(2)(d), F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-640.300(3)(c), F.A.C. [62-620.335(1) and (2), 62-640.210(2)(d) and 62-640.300(3)(c)]
2. The permittee shall apply for a minor permit revision on DEP Form 62-620.910(9) before applying biosolids to an area not addressed in this permit and the NMP or when changes to the agricultural operations will result in increased nutrient loading or application rates. [62-640.300(3)(d)]

V. 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

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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)]
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized BPA personnel, when applicable, upon presentation of credentials or other documents as may be

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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)]*

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16. The permittee shall apply for a revision to the 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 description of the anticipated noncompliance;
 - The period of the anticipated noncompliance, including dates and times; and
 - Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

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)]

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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 Northeast 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.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) 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:
 - a) Name, address, and telephone number of person reporting;
 - b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - 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 Northeast 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 Northeast District Office shall waive the written report.

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[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions V. 17, 18 or 19 of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition V. 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 V. 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 V. 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 V. 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 V. 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.

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- (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.
- 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 V. 20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition V. 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 Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Thomas G. Kallemeyn
Permitting Program Administrator

Date: March 9, 2018

BID NO: 19-57

ATTACHMENT "D"

LIST OF PROPOSED SUBCONTRACTORS

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
Residual Management Services, LLC	Transportation	Steve Hacht, MGR	(800) 653-0386 shacht@hhlsd.com

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 07, 2019
Secretary of State
0768745394CC

DOCUMENT# L08000081768

Entity Name: RESIDUAL MANAGEMENT SERVICES, L.L.C.

Current Principal Place of Business:

6990 U.S. HIGHWAY 27
BRANFORD, FL 32008

Current Mailing Address:

P O BOX 390
BRANFORD, FL 32008

FEI Number: 59-3397124

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

KRUEGER, SCOTT DAVID
2750 NORTHWEST 43RD STREET, SUITE 201
GAINESVILLE, FL 32606 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	HACHT, STEPHEN C	Name	MATTHEWS, KATHRYN H
Address	27627 65TH ROAD	Address	6994 US HWY 27
City-State-Zip:	BRANFORD FL 32008	City-State-Zip:	BRANFORD FL 32008

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KATHRYN MATTHEWS

MGR

02/07/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

Office of Motor Carrier Compliance
Milepost 263, Florida Turnpike
Turkey Lake Service Plaza, Bldg. 5318
P. O. Box 613069
Ocoee, FL 34761

STEPHANIE C. KOPELOUSOS
SECRETARY

October 8, 2007

Dear Motor Carrier:

Your application has been processed through the USDOT Motor Carrier Information Systems (MCMIS) and the attached Intrastate USDOT Number has been assigned to your company:

1695694FL

Your company is responsible for the application of this number to all applicable company vehicles that are required to display a number. However, the materials for the above number are not supplied to you. This number is assigned to the company, not individual motor vehicles, therefore when additions or deletions to the company fleet occur; the same DOT number is applicable. This number must be affixed to all commercial motor vehicles that meet any one of the following conditions:

1. Has a declared gross vehicle weight of 26,001 pounds or more;
2. Transports hazardous materials requiring placarding;
3. Transports hazardous materials in a vehicle with a gross weight rating of 10,001 pounds or more; and/or
4. Is designed to transport 15 or more passengers, including the driver, for compensation.

Your INTRASTATE USDOT Identification Number must be displayed on vehicle(s), with the Florida suffix (FL) clearly printed at the end of the number, as specified in the Code of Federal Regulations (CFR), Title 49, Part 390.21 (copy enclosed), which was adopted by Florida Statute 316.302.

As a new registrant, you will be subject to the new entrant safety monitoring procedures for a period of 18 months. During this period your roadside safety performance will be closely monitored to ensure that basic safety management controls are in place and operating effectively. It is required that a company official responsible for the implementation of your safety program attend a New Entrant Safety Seminar within 180 days of the issuance of your USDOT Identification Number. Failure to attend a New Entrant Seminar within 180 days shall subject your company to a Compliance Review of your transportation operations to determine compliance with the Federal Motor Carrier Safety Regulations, applicable Hazardous Materials Regulations, and related record-keeping requirements, and all penalties for violations that may be found.

The Department has seminars scheduled every month at different locations around the state for your convenience. The dates, times and locations are included in this letter or you may find a copy on our website at www.dot.state.fl.us/mcco. Please call (407)532-2787, Monday – Friday (8am – 5pm), or email dotnumbers@dot.state.fl.us to confirm receipt of this notice and to schedule an appointment.

Sincerely,

Jessica Hancock
Office of Motor Carrier Compliance
407/264-3391

ATTACHMENT "E"

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

Project (RFQ, RFP, BID) Number/Description: 19-57 Collection, Transportation & Disposal of Wastewater 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: H&H Liquid Sludge Disposal, Inc.

Authorized Representative(s) :


Signature

Steve Hacht, President

Print Name/Title


Signature

Katie Matthews, Sec/Treas

Print Name/Title

ATTACHMENT "F"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

- 1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

- 2. List all pending litigation and or arbitration. n/a
- 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. n/a
- 4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

n/a

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No X If yes, please explain in detail:

- 6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? n/a

- 7. List the status of all pending claims currently filed against your company:

n/a

Liquidated Damages

- 1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Bond #870270

KNOW ALL MEN BY THESE PRESENTS, that H&H Liquid Sludge Disposal, Inc. as Principal, and Evergreen National Indemnity Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Total Amount Bid Dollars (\$ 5% TAB) 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 May 1, 2019 2013.

For
Collection, Transportation & Disposal of Wastewater 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 1st day of May A.D., 20 19, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

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

WITNESSES:

[Signature]
PRINCIPAL:

H&H Liquid Sludge Disposal, Inc.
NAME OF FIRM:

[Signature]
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Secretary
TITLE

P. O. Box 390
BUSINESS ADDRESS

Branford, Florida 32008
CITY STATE

SURETY:
Evergreen National Indemnity Company
CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL)
Karen Marie LoConti-Diaz
6140 Parkland Blvd., Suite 321
BUSINESS ADDRESS

Mayfield Heights, Ohio 44124
CITY STATE

United Nations Insurance Agency
NAME OF LOCAL INSURANCE AGENCY

WITNESS:

[Signature]
Kathleen P. Price

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

Bond #870270

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

KAREN MARIE LOCONTI-DIAZ

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

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

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

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*
Matthew T. Tucker, President

By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

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

Signed and sealed in Mayfield Hts, Ohio this 1st day of May 2019.



Wan C. Collier
Wan C. Collier, Secretary



Evergreen National Indemnity Company

Certificate

2018

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

STATEMENT OF INCOME

Direct Written Premium	\$ 31,617,756
Reinsurance Assumed	2,533,896
Reinsurance Ceded	(21,918,974)
Net Written Premium	12,232,678
Change in Unearned	(804,664)
Net Earned Premium	11,426,014
Losses & LAE Incurred	404,311
Net Commission Expense	4,832,881
Other Expenses	3,556,325
Underwriting Gain/ (Loss)	2,632,497
Net Investment Income	1,823,405
Net Realized Capital Gains (Loss)	(320,986)
Other Income/ (Expense)	74,469
Income Before FIT	4,209,385
Federal Income Tax	758,343
Net Income	3,451,042

BALANCE SHEET

<u>Assets</u>	
Invested Assets	46,380,533
Uncollected premium and agents' balances	1,793,182
Reinsurance Recoverable	202,070
Other Assets	593,889
Total Assets	48,969,674
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	6,201,804
Loss & LAE Reserves	4,403,765
Ceded Reinsurance Payable	2,496,345
Other Liabilities	1,439,593
Total Liabilities	14,541,507
Surplus	34,428,167
Total Liabilities & Surplus	48,969,674

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2018.



David A. Canzone, Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

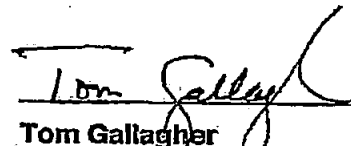
**Is hereby authorized to transact
insurance in the State of Florida.**

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

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



**Florida
Department
of Insurance**



**Tom Gallagher
Treasurer and Insurance Commissioner**



St. Johns County Board of County Commissioners

Purchasing Division

April 22, 2019

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 19-57: Collection, Transportation & Disposal of Wastewater Sludge

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent must ascertain before submitting a proposal that he/she has received all Addenda and submit one (1) original and two (2) copies of each signed addendum with the bid proposal.

Questions:

1. **Question:** Current Contractor?

Answer: H & H Liquid Sludge Disposal, Inc.

2. **Question:** Current price?

Answer: Liquid shuttles: \$0.048 per gallon (\$288.00 per load)
Liquid to Site: \$0.082 per gallon (\$492.00 per load)
Liquid Plant 207: \$0.051 per gallon (\$306.00 per load)
Cake: \$37.89 per ton

3. **Question:** Current disposal method and locations

Answer: Liquid sludge is hauled from Marsh Landing WWTP, Players Club WWTF and Innlet Beach WWTF to Sawgrass WWTF where it is processed and hauled off for disposal.

4. **Question:** Can standard trailers be utilized for moving the dewatered biosolids from Sawgrass and Players Club in lieu of roll offs?

Answer: Yes, we currently are utilizing rolling trailers, no roll-off containers. Pictures (2) are attached of the trailers currently in use.

5. **Question:** Are the dewatered biosolids coming out Anastasia Island part of this bid?

Answer: No

6. **Question:** Will the County accept using end dump trailers rather than roll-off containers for the collection of wastewater sludge?

Answer: Same response as Question #4 above.

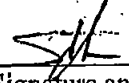
7. **Question:** Can 30 yard trailer be an alternate collection device (in lieu of roll-off containers) at Sawgrass and Players Club WRF after processing?

Answer: Answer: Open ended trailers will be authorized but the minimum size for all trailers/containers for this bid is 40 yards.

THE BID DUE DATE REMAINS May 1, 2019 AT 2:00 P.M.

Acknowledgment

Sincerely,


Signature and Date

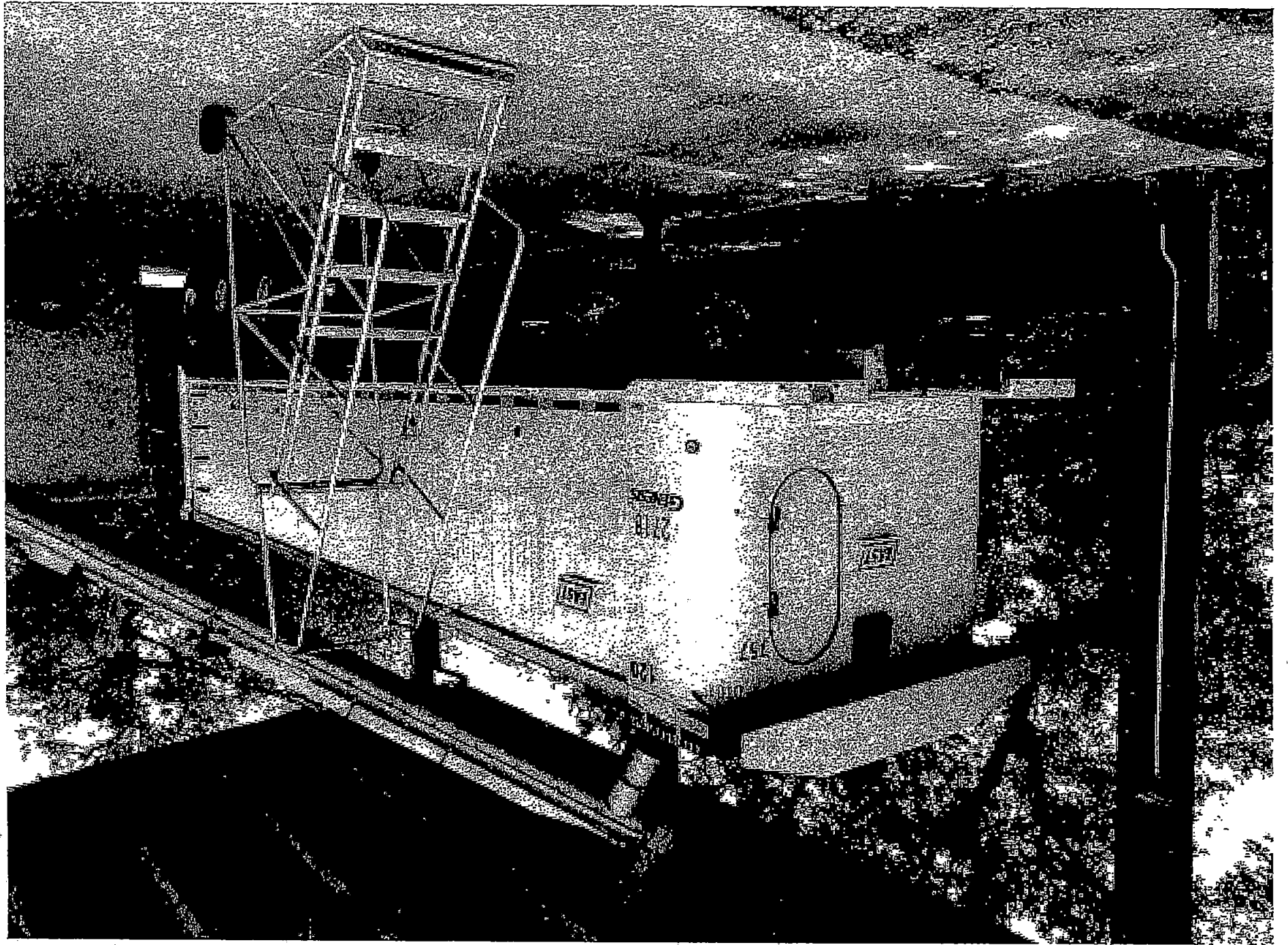
4/30/19

David E. Pyle, CPPB
Procurement Coordinator

Steve Hacht, President
Printed Name/Title

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

END OF ADDENDUM NO. 1





Qualification of Contractors

References

Customer City of Holly Hill
Date of Services April 1, 2005 - present
Description of Services Biosolids Transportation and Land Application
Contact Person Mike Junker, Chief Operator
Address 453 LPGA Blvd, Holly Hill, FL 32117
Phone# (386) 248-9463
Email mjunker@hollyhillfl.org

Customer City of Palm Bay
Date of Services October 1, 2013 - present
Description of Services Biosolids Transportation & Disposal
Contact Person Tim Bailey, Waste Water Superintendent
Address 1111 Troutman Blvd NE, Palm Bay, FL 32905
Phone# (321) 733-3083
Email bailet@palmbayflorida.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

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).

PRODUCER RRL Insurance Agency, 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934	CONTACT NAME: Tara Carney
	PHONE (A/C, No, Ext): 800-407-4077 FAX (A/C, No): 321-752-7980 E-MAIL ADDRESS: tcarney@rrl-ins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Axis Insurance Company	NAIC # 37273
INSURER B: Navigators Specialty Insurance Company	36056
INSURER C: American Interstate Insurance Company	31895
INSURER D: Markel American Ins. Co.	28932
INSURER E: Lloyds of London	
INSURER F:	

INSURED HHLIQSLUD
 H & H Liquid Sludge Disposal, Inc.
 P.O. Box 390
 Branford FL 32008

COVERAGES **CERTIFICATE NUMBER:** 175687194 **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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EMP19000570-01	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 5,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	FA18BAP02054202	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SCT1005619	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	AVWCFL2771882019	3/14/2019	3/14/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	IN TRANSIT POLLUTION Property/Equipment	Y	Y	EMP19000570-01 MKLM4IM0049723	3/1/2019 3/1/2019	3/1/2020 3/1/2020	Limit 1,000,000 90% Co Insurance Wind DED \$25,000 \$1,000 DED Wind DED \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 St. John's County, FL is an additional insured for general and auto liability

CERTIFICATE HOLDER**CANCELLATION 30**

St. Johns County,, a political subdivision of the State of Florida
 500 San Sebastian View
 St. Augustine FL 32084-0000

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

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 579930

Entity Name: H & H LIQUID SLUDGE DISPOSAL, INC.

Current Principal Place of Business:

6990 US HWY 27
BRANFORD, FL 32008

Current Mailing Address:

P O BOX 390
BRANFORD, FL 32008 US

FEI Number: 59-1832613

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RICK D. HACHT
6990 US HWY 27
BOX 390
BRANFORD, FL 32008 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name HACHT, STEPHEN C
Address 27627 65TH ROAD
City-State-Zip: BRANFORD FL 32008

Title VP
Name HACHT, RICK D
Address 6990 US HWY 27
City-State-Zip: BRANFORD FL 32008

Title SECRETARY/TREASURER
Name MATTHEWS, KATHRYN HACHT
Address 6994 US HWY 27
City-State-Zip: BRANFORD FL 32008

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KATHRYN MATTHEWS

SEC/TREAS

02/07/2019

Electronic Signature of Signing Officer/Director Detail

Date

State of Florida

Department of State

I certify from the records of this office that H & H LIQUID SLUDGE DISPOSAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 24, 1978.

The document number of this corporation is 579930.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2019*

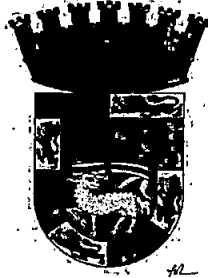


Randy R. ...
Secretary of State

Tracking Number: 8705111666CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



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

BID NO: 19-57

**COLLECTION, TRANSPORTATION & DISPOSAL
OF WASTEWATER SLUDGE**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/Index.aspx**

FINAL 3/29/2019

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders/Advertisement

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – Sub-Contractor

“E” – Conflict of Interest Disclosure Form

“F” – Claims, Liens, Litigation History

Bid Bond

PROJECT SPECIFICATIONS

BID NO: 19-57

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, May 1, 2019 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 19-57; Collection, Transportation & Disposal of Wastewater Sludge.** Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for collection, transportation and disposal of wastewater sludge from County Wastewater Treatment Facilities located in St. Johns County. The Contractor shall be required to provide any and all labor, materials, equipment, supervision and transportation necessary to perform the required services in compliance any and all applicable federal, state, and local laws, regulations and codes. The Contractor must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com, by requesting Document # 19-57. 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: <http://www.sjcfl.us/Purchasing/OpenBids.aspx>. Bid Documents may also be requested, **in writing**, from the Designated Point of Contact as provided herein.

Any and all questions or requests for information related to this Bid must be submitted **in writing** by or before four o'clock (4:00PM) EDT, on Wednesday, **April 17, 2019** to the Designated Point of Contact provided below:

Designated Point of Contact: David E. Pyle, CPPB
Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: dpyle@sjcfl.us
Phone: (904)209-0148 / Fax: (904)209-0149

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, Procurement Supervisor, at ldaniels@sjcfl.us.

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.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any 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.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: Board of County Commissioners of St. Johns County, Florida ("COUNTY")

PROJECT: BID NO.: 19-57; Collection, Transportation & Disposal of Wastewater 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 County 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 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, does so only for the purpose of obtaining bids on the Work and does 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 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 County at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project manager'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 Designated Point of Contact for this Bid is Mr. David E. Pyle, CPPB, Procurement Coordinator, St. Johns County Purchasing Department; dpyle@sjcfl.us.

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more business days, bidders may contact Leigh Daniels, Procurement Coordinator, at ldaniels@sjcfl.us.

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 the Designated Point of Contact as provided above, by or before **4:00PM EDST on Wednesday, April 17, 2019**, 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. The County reserves the right to extend the deadline for bid submittal in order to clarify or answer questions as necessary to serve the best interest of the County.

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 one (1) original and two (2) signed copies of each issued addendum must be included in the submitted bid proposal. Failure to acknowledge or provide signed 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 by or before **2:00pm on Wednesday, May 1, 2019**. 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 entire 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 a sealed envelope and 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: 19-57; Collection, Transportation and Disposal of Wastewater 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 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
---	--

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 make up 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. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

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 Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

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

BID SECURITY

Each Bid shall be accompanied by a Bid Security, 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 Total Annual Lump Sum Bid submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the 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 are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier's check.

If a Bid Security is submitted as a Bid Bond, it 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 in "Instructions to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. 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.

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 Addendum 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 Total Annual amounts 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.

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.

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. 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.

It is the intent of the Owner to award a contract to the Bidder who submits the lowest responsive, responsible Bid on the basis of the lowest Total Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County. The County may consider award to multiple Bidders, based on the individual unit prices, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must have, and show proof of the following:

1. A minimum of five (5) years experience in the business of transporting and disposing of liquid sludge;
2. Must be fully licensed to do business in the State of Florida;
3. Must be in good standing with the Florida Department of Environmental Protection Wastewater Residuals Section, and provide documentation from FDEP proving compliance with current/active permits;
4. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County

Bidder's must complete and submit with each copy of their Bid Proposal Attachment "C" – License/Certification List and attach a copy of any and all licenses/certifications/permits.

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

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 its

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. Any and all sub-contractor personnel, provided by the Contractor to perform any work under the awarded Contract shall be required to submit to and clear the required background checks as provided herein.

FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on a form provided by the County. In the event of a conflict between specifications or contract requirements the more stringent requirement shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor (but no later than seventeen (17) days from the Notice of Award).

INDEMNITY

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.

CONTRACT AGREEMENT & TERM

If awarded, the initial contract term shall be for an initial period of three (3) calendar years with one (1) two-year renewal options, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract renewal shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

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 three (3) 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 three (3) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving ten (10) consecutive calendar days written notice to the Contractor.

Issuance of more than one (1) Notice of Default during the term of the Contract shall be grounds for termination.

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

If, at any time, the Contract Agreement with the awarded Contractor 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 Contractor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

PRICING

The unit prices submitted by the Bidder shall include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required products or services. The Unit Prices, multiplied by quantities shall be the final cost to the County, unless additional pricing is proposed by the Contractor, and approved by the County for a specific project.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the products, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these products. All prices shall remain firm for the period of each Contract Renewal term.

UNIT PRICES

The Unit Prices submitted on the Official County Bid Form shall include any and all costs associated with performing the required services including labor, materials, equipment, transportation, treatment, disposal, and any and all other necessary costs.

METHOD OF PAYMENT

The Contractor shall submit an invoice to St. Johns County Utility Department at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the Owner in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. The County reserves the right to request copies of parts invoices for verification of markup.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

SJC Utility Department
ATTN: Frank Kenton
1205 State Road 16
St. Augustine, FL 32084

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

All invoices shall contain, at a minimum, the following information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Price of product, Total Price of Invoice
- Description of Services Performed

Invoices shall not include separate charges for transportation, mileage, or any other miscellaneous charges. Any invoices received that contain additional costs not approved by the Contract shall go unpaid until corrected invoices are submitted by the Contractor.

TAXES

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

INSURANCE

The Contractor shall not commence work under the awarded Contract Agreement 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 the awarded Contract Agreement.

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 the awarded Contract Agreement, 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 the awarded Contract Agreement, 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 awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, 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.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 19-57

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Collection, Transportation & Disposal of Wastewater 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: 19-57; Collection, Transportation & Disposal of Wastewater 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 for the following bids quoted in this Bid Proposal summarized as follows:

TOTAL ANNUAL PRICE BID:

FOR: Collection, Transportation & Disposal of Wastewater Sludge

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the prices submitted below. These prices shall be final cost to the County. No fuel surcharges, transportation surcharges, treatment or disposal costs, or any other fees or costs shall be paid in addition to the prices submitted below.

1. Unit price per gallon for sludge collected from WWTF's and transported for disposal:

1. UNIT PRICE PER GALLON: \$ _____ x 350,000 gallons = \$ _____

2. Unit price per gallon for sludge transported from WWTF's to *Sawgrass WWTF:

2. UNIT PRICE PER GALLON: \$ _____ x 580,000 gallons = \$ _____

3. Unit price per wet ton for sludge transported from *Sawgrass WWTF for disposal:

3. UNIT PRICE PER WET TON: \$ _____ x 320 wet tons = \$ _____

4. Unit price per gallon for sludge transported from WWTF's to *Players Club WRF:

4. UNIT PRICE PER GALLON: \$ _____ x 2,320,000 gallons = \$ _____

5. Unit price per wet ton for sludge transported from *Players Club WRF for disposal:

5. UNIT PRICE PER WET TON: \$ _____ x 1,280 wet tons = \$ _____

6. Unit price per gallon for sludge transported from SR 207 WWTP to Anastasia Island WWTP:

6. UNIT PRICE PER GALLON: \$ _____ x 936,000 gallons = \$ _____
(4 loads of 4,500 gallons shall be collected and transported each week x 52 weeks= 936,000 gallons)

TOTAL ANNUAL BID PRICE (#'S 1-6 Added): \$ _____

**The Sawgrass WWTP is scheduled for decommission in 2020 to be replaced by a regional facility under construction at the current Players Club WWTP. The new PC WRF will replace the current PC WWTP, IB WWTP, and SG WWTP.*

PROPOSED LAND APPLICATION SITE(S): _____

Each Bidder shall type, or print legibly, in blue or black ink, the numerical amounts for each of the items listed above. In order to calculate the Total Annual Price Bid, Bidders shall multiply each unit price by the estimated total annual volumes provided above, and then add all three subtotals. If there is a math error, the County will calculate the total based on the Unit Prices submitted, and revise the Total Annual Price Bid on the Bid Tabulation to reflect the correct pricing.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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 County.

BID NO: 19-57

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 Bid Form
 - Attachment "A" – Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Claims, Liens, Litigation History
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", 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: 19-57

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: 19-57: Collection, Transportation and Disposal of Wastewater Sludge, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That 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)

By: _____

(Title)

Sworn and subscribed to me this _____ day
of _____, 20____.

Notary Public:

Signature

Printed

My commission Expires: _____

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

BID NO: 19-57

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: 19-57

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date

ATTACHMENT "D"

LIST OF PROPOSED SUBCONTRACTORS

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

ATTACHMENT "E"

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

Project (RFQ, RFP, BID) Number/Description: _____

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

ATTACHMENT "F"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

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__ 2013.

For
Collection, Transportation & Disposal of Wastewater 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.

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: 19-57; COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE
MINIMUM SPECIFICATIONS & CONDITIONS

General Requirements:

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

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

Facility & Residual Information:

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

FACILITY	FDEP PERMIT #	ADDRESS
Marsh Landing WWTF	FL0044253	166 Marsh Cove Drive, Ponte Vedra Beach, FL 32082
Players Club WWTF (future location of the Players Club WRF)	FL0044245	5250 Palm Valley Road, Ponte Vedra Beach, FL 32082
Inlet Beach WWTF (IB WWTP)	FL0044237	605 Palmera Drive East, Ponte Vedra Beach, FL 32082
Sawgrass WWTF (SG WWTP)	FL0117897	10047 Sawgrass Drive West, Ponte Vedra Beach, FL 32082
SR 207 WWTP	FL0117471	4428 Golf Ridge Drive, Elkton, FL 32033
Anastasia Island (AI) WWTP	FL0038831	860 West 16 th Street, St Augustine, FL 32080

*(*The Sawgrass WWTP is scheduled for decommission in 2020 to be replaced by a regional facility under construction at the current Players Club WWTP. The new PC WRF will replace the current PC WWTP, IB WWTP, and SG WWTP)*

Wastewater Residuals produced by the above referenced facilities are classified as Class "B". The facilities shall achieve Class "B" pathogen reduction as required in 400CFR 5032(b)(2), 400CFR 503.32(b)(3) and Florida Administrative Code, (FAC) 640.600 (1)(b). Vector Attraction shall be met by meeting 40CFR 503.33(b)(10) and FAC 62-640.600(2)(a), which calls for the incorporation of residuals applied to or placed on the land surface within specified time periods after application of placement on the land surface.

Points of Contact:

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

Phil Wainwright (904) 669-0607 / (904) 209-2769	Marsh Landing WWTF
Olin Nicholson (904) 669-4249 / (904) 209-2792	Players Club WWTF
James Taylor (904) 460-8737 / (904) 209-2794	Inlet Beach WWTF
Paul Jacobs (904) 669-9858 / (904) 209-2758	Sawgrass WWTF
Bill Wingo (904-209-2785)	SR207 WWTP
Charles Hartley (904-209-2775)	AI WWTP

Collection & Transportation:

The Contractor shall collect wastewater sludge from the facilities as listed above on as needed basis. Lead Operators from the SJC Utility Department will contact the Contractor and coordinate placement of containers, collection of sludge, and removal of containers. The sludge collected from Marsh Landing, Players Club, and Inlet Beach wastewater facilities shall be transported at SJCUD's direction to the Sawgrass WWTF or Players Club WRF, using tankers, in order for the sludge to be processed through the centrifuge or belt press. Once processed, the sludge will then be collected and transported for proper disposal or land application of the sludge. If the centrifuge or belt press is not online or properly working, the Contractor shall collect wastewater sludge from all locations and transport the sludge for proper disposal and/or land application.

The Contractor shall be responsible for providing roll-off containers and tankers to be used to collect the wastewater sludge. Collection from Marsh Landing, Players Club and Inlet Beach shall be done using tankers. Sludge collected from Sawgrass or Players Club WRF, after processing, shall be done using roll-off containers. It shall be the responsibility of the Contractor to remove roll-off containers once they become full with sludge, and to provide empty roll-off containers to replace the ones removed. At no time shall the Contractor leave any wastewater treatment facility with no container with which to collect sludge.

Equipment & Personnel:

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

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

Scheduling:

The Wastewater facilities are staffed Monday through Friday from 6:30am – 2:30pm with the exception of the Sawgrass WWTF, which is staffed from 7:00am – 3:00pm. Hauling shall be from 6:30am – 2:30pm at all facilities except Sawgrass. The Lead Operator or the Operator in charge shall give the Contractor a minimum of forty eight (48) hours notification as to the location and volume of residuals to be removed.

Sampling & Analysis of Residuals:

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

The residuals dry solids content shall be from 15% to 20%. A monthly average on a wet ton basis is one hundred thirty-three (133) wet tons.

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

PARAMETER	CEILING CONCENTRATION	CUMULATIVE APPLICATION LIMITS
Total Nitrogen	Report Only	N/A
Total Phosphorous	Report Only	N/A
Total Potassium	Report Only	N/A
Arsenic	75mg/kg dry weight	36.6 pounds/acre
Cadmium	85mg/kg dry weight	34.8 pounds/acre
Copper	4300 mg/kg dry weight	1340 pounds/acre
Lead	840 mg/kg dry weight	268 pounds/acre
Mercury	57 mg/kg dry weight	15.2 pounds/acre
Molybdenum	75 mg/kg dry weight	N/A
Nickel	420 mg/kg dry weight	375 pounds/acre
Selenium	100 mg/kg dry weight	89.3 pounds/acre
Zinc	7500 mg/kg dry weight	2500 pounds/acre
p.H.	Report Only	N/A
Total Solids	Report Only	N/A
Fecal Coliform	Max., < 2 million geometric mean CFU/g	N/A

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

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

Chain of Custody & Record Keeping:

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

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

Facility Statement shall read as follows:

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

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

- | | |
|-------------------------|----------------------------|
| 1. Truck Registration # | 4. Residual Classification |
| 2. Trailer Unit # | 5. Residual Volume |
| 3. Residual Type | 6. Date & Time of Pickup |

Agricultural Site Data:

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

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

Abnormal Events:

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

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

Prohibited Acts:

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

Liability of Contractor/Applicator/SJC Utility Dept

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

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

Disposal Requirements:

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


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

SEALED BID MAILING LABEL

**BID NO: 19-57
COLLECTION, TRANSPORTATION & DISPOSAL OF WASTE WATER SLUDGE**

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 19-57
BID TITLE:	Collection, Transportation & Disposal of Wastewater Sludge
DUE DATE/TIME:	By 2:00 P.M. – May 1, 2019
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: David E. Pyle 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

April 22, 2019

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 19-57: Collection, Transportation & Disposal of Wastewater Sludge

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent must ascertain before submitting a proposal that he/she has received all Addenda and submit one (1) original and two (2) copies of each signed addendum with the bid proposal.

Questions:

1. **Question:** Current Contractor?

Answer: H & H Liquid Sludge Disposal, Inc.

2. **Question:** Current price?

Answer: Liquid shuttles: \$0.048 per gallon (\$288.00 per load)
Liquid to Site: \$0.082 per gallon (\$492.00 per load)
Liquid Plant 207: \$0.051 per gallon (\$306.00 per load)
Cake: \$37.89 per ton

3. **Question:** Current disposal method and locations

Answer: Liquid sludge is hauled from Marsh Landing WWTP, Players Club WWTF and Innlet Beach WWTF to Sawgrass WWTF where it is processed and hauled off for disposal.

4. **Question:** Can standard trailers be utilized for moving the dewatered biosolids from Sawgrass and Players Club in lieu of roll offs?

Answer: Yes, we currently are utilizing rolling trailers, no roll-off containers. Pictures (2) are attached of the trailers currently in use.

5. **Question:** Are the dewatered biosolids coming out Anastasia Island part of this bid?

Answer: No

6. **Question:** Will the County accept using end dump trailers rather than roll-off containers for the collection of wastewater sludge?

Answer: Same response as Question #4 above.

7. **Question:** Can 30 yard trailer be an alternate collection device (in lieu of roll-off containers) at Sawgrass and Players Club WRF after processing?

Answer: Answer: Open ended trailers will be authorized but the minimum size for all trailers/containers for this bid is 40 yards.

THE BID DUE DATE REMAINS May 1, 2019 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David E. Pyle, CPPB
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1

