

RESOLUTION NO. 2024-397

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT NO: 01 TO MASTER CONTRACT NO: 23-GSA-MER-18029, AWARDED UNDER IFB NO: 23-48 TO MERREL BROS., INC., TO INCORPORATE THE SCOPE OF SERVICES PROVIDED IN IFB NO: 1952 FOR BIOSOLIDS HAULING FOR PLAYERS CLUB WWTP.

RECITALS

WHEREAS, the Players Club Wastewater treatment plant requires a contractor to properly collect, transport and dispose approximately 2,800 wet tons of bio solids (sludge) annually; and

WHEREAS, a formal solicitation was issued in accordance with the SJC Purchasing Policy, and Merrell Bros, Inc., was the lowest, responsive, and responsible Bidder. As the services align with the biosolids hauling services provided under Master Contract No: 23-GSA-MER-18029, the services specified under IFB No: 1953 will be added by Contract Amendment, to consolidate the operation and administration of the services to include those at Players Club WWTP; and

WHEREAS, the County finds that issuing contracts for these services serves the County purpose; and

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 execute Contract Amendment No: 01 to Master Contract No: 23-GSA-MER-18029 with Merrell Bros., Inc., for the addition of the services specified under IFB 1953 at the Unit Price of \$98.12 per ton.

Section 3. 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, on this 17th day of September, 2024.

Rendition Date SEP 17 2024

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

By: _____
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk





CONTRACT AMENDMENT NO: 01
Bid No: 23-48; Utility System Biosolid Hauling
Master Contract No: 23-GSA-MER-18029

September 5, 2024

Merrell Bros., Inc.
8811 W. 500 N.
Kokomo, IN, 46901

Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

1. Incorporate scope from IFB No. 1953 as Exhibit "A" Rate for Players Club WWTP into Contract Documents under the Master Contract.
2. Add the Unit Price of \$98.12 per wet ton to the Contract Price for Services in Exhibit "A" only.
3. No other changes are granted by this amendment.

The County shall compensate the Contractor based upon the terms as stated in the Master Contract dated May 02, 2023, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

Signature of County Representative Date

Jaime T. Locklear, Purchasing Director
Printed Name & Title – County Representative

Signature of Contractor Representative Date

Printed Name & Title

End of Amendment No: 01

**IFB NO: 1953; COLLECTION, TRANSPORTATION & DISPOSAL OF
WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP**

**ATTACHMENT "A"
UNIT PRICING**

Compensation for services satisfactorily performed shall be in accordance with the Unit Price rates provided below.

The Contractor may request on an annual basis following the Initial Term of the Contract, an increase to the Contract pricing, for consideration by the County. Any request for an adjustment must be submitted no later than sixty (60) days prior to the anniversary of the Effective Date of the contract, starting on the first anniversary. Requested pricing adjustments must be based on the change in the current Consumer Price Index (CPI) – All Urban Consumers (CPI-U), from the prior year. The latest available months data will be used to calculate the change from the prior year. Contractor may be required, if requested by the County, to provide supporting documentation related to the requested pricing adjustment, and failure to provide such documentation may result in denial by the County.

The County is under no obligation to accept or approve any requested pricing adjustments, whether or not it is supported by the Consumer Price Index (CPI). Additionally, the County may elect, and Contractor agrees, to negotiate any requested price adjustment submitted. Any approved pricing adjustment will be implemented through a Contract Amendment.

In addition, any changes in the contract pricing are subject to the availability of lawfully appropriated funds but the availability of such funds does not obligate the County to accept any requested price adjustment.

BID PRICE:	
Unit Price PER Wet Ton	\$98.12
Unit Price PER 2,800 Wet Tons	\$274,736.00



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

INVITATION FOR BIDS NO: 1953

Per Addendum 03

**COLLECTION, TRANSPORTATION & DISPOSAL OF
WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP**

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcf.us/Purchasing/index.aspx

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB

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PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

Terms used within this Invitation for Bids (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise defined herein. Any definition provided herein, shall govern over the definitions provided in the Policy.

2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the Policy and associated procedures are incorporated into the IFB Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

3) BIDDER’S REPRESENTATION

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided herein, or as otherwise provided in an Addendum. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

4) IFB DOCUMENTS

The IFB Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

IFB Documents may be obtained from www.demandstar.com or SIC Purchasing Department. The IFB Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of IFB Documents. The County, in making the IFB Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

5) INTERPRETATION OR CORRECTION OF IFB DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the IFB Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the IFB Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the IFB Documents will be made by Addendum. Interpretations, corrections, or changes of the IFB Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the IFB Documents by the County less than seven (7) days prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

6) SUBSTITUTIONS

The materials, products and equipment described in the IFB 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 received by the Designated Point of Contact at least fourteen (14) calendar days prior to the submittal deadline for 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 testing data, and 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

must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. 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 must not rely upon approval made in any other manner.

7) DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this IFB must be directed, in writing, to the following Designated Point of Contact provided below:

Designated Point of Contact: Mark Rinberger, Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Email: mrinberger@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Jennifer McDaniel, Procurement Coordinator at jmcdaniel@sjcfl.us.

8) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

9) QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM) EST on **Wednesday, August 07, 2024**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

10) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the IFB Documents. All plan holders for this IFB will be notified of the posted addendum by Demandstar. Plan holders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Assistant Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and completing and submitting **Attachment "L"** – Acknowledgement of Addenda with the sealed Bid.

11) BID SUBMITTAL REQUIREMENTS

The Submittal Deadline for Bids shall be no later than two o'clock (2:00PM EST) on **Wednesday, August 14, 2024**. Bids must be submitted to:

SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

All mail delivered to the County is processed through SJC Central Receiving. Bidders must factor the additional time for processing when mailing their submitted Bids to the County. Any Bids that are not delivered to the SJC Purchasing Department, by the deadline above, shall not be considered, even if the Bid is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Bids that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

Bidder shall assume full responsibility for timely delivery of their submitted Bid at the location designated above for receipt of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the established submittal deadline will not be considered and will be returned to the sender unopened.

Additionally, the County is not responsible for Bids that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Department. Any such Bid that is not received in the SJC Purchasing Department shall be returned to the Bidder, unopened.

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder's full legal company name, mailing address, and recite: "IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP". A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a full copy of the IFB General Terms and Conditions.**

Bidders must only submit one (1) Bid in response to this IFB. Oral, telephonic, telegraphic, or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the Bid Form must be initialed by the signer of the Bid. Failure to do so may cause the Bid to be considered non-responsive.

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

Any submitted Bid must be signed by a principal of the Bidder, or other legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder, and must state the limits and duration of the delegation to the signing representative.

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

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

12) BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

13) MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

14) COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

15) CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly, immediately after the submittal deadline provided herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

Rejection of Bids: The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

Bid Award: It is the intent of the County to award to the lowest, responsive, responsible Bidder(s).

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

If only one (1) Bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and the IFB re-advertised, in order to best serve the needs of the County.

16) PROTESTS

Any actual Bidder who is aggrieved in connection with the Notice of Intent to award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting

of the Notice of Intent to Award.

17) MINIMUM QUALIFICATIONS

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

1. Must be fully licensed to do business in the State of Florida;
2. 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:
 - Players club permit # FL0044245

Bidders must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award.

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

Failure by a Bidder to demonstrate meeting or exceeding the minimum qualification requirements stated above shall be grounds for disqualification and removal from further consideration for award. The County reserves the right to request additional information regarding the qualification and experience of the Bidder in order to determine the responsibility of the Bidder to perform the specified work.

18) 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 IFB Document. If no Subcontractors or major material suppliers are required, so state there on.

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

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

19) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Unless otherwise provided in the IFB Documents, the Agreement for Work will be written on the St. Johns County Master Construction Agreement.

20) 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.

21) CONTRACT AGREEMENT & TERM

If awarded, the initial contract term shall be for an initial period of two (2) calendar years with three (3) one (1) 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.

22) COOPERATIVE OR PIGGYBACK PURCHASE

Bidders agree that any award made under this IFB constitutes a bid price which may be utilized by any State, County, municipality, or Political Subdivision in the State of Florida under the same terms, process and validity period as this IFB, should the awarded Bidder deem it in their best interest to do so.

23) INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of the Work.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of

such rights. The indemnification provisions of this Section shall survive expiration or earlier termination of the Contract.

24) FORCE MAJEURE; DELAYS

Force Majeure: Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this agreement due to any one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's work error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

25) CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County and the Engineer, this person shall be the Contractor's Superintendent.

A. OSHA Requirements:

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

B. Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this IFB meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and

meet OSHA standards.

C. Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations:

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

26) TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract 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 on non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor. In the event the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract, the County may terminate the Contract, for cause.

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

If, at any time, the Contract 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, in order to enter into a Contract with that Contractor to complete the required Work for the County, if it serves the best interest of the County to do so.

27) 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.

28) 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.

29) 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: Tracey Mullins
P.O. Box 3006
St. Augustine, FL 32085

St. Johns County Payment Terms: Net 45 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.

30) TAXES

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

31) INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be satisfactory to the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the execution of this Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

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

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

32) 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.

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

33) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor

and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

34) EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the work.

35) PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body shall not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

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

PROJECT: COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

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 IFB Documents and Specifications entitled for **IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

Unit price per wet ton for sludge transported from Players Club WWTP for disposal at FDEP approved location.

Unit Price PER Wet Ton: \$ _____ X 2,800 wet tons = \$ _____

*The submitted quote must include any and all costs, including labor and materials, fees, charges, equipment, tools or other items, and freight necessary to perform the specified work. These prices shall be final cost to the county. No Fuel surcharges, transportation surcharges, treatment or disposal costs, or any other fees or cost shall be paid in addition to the prices submitted

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities or irregularities, and to award the bid that best serves the interests of St. Johns County.

Disposal Site _____

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

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 IFB 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 County, within the same time limit specified in the IFB 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.

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: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this IFB and submitted with each copy of the Bid Proposal.

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their 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. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder 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.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "B"
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then _____ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

Signature of Secretary

Full Legal Name of Corporation (Bidder)

STATE OF _____

COUNTY OF _____

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this ___ day of _____, 20___, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

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

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

**ATTACHMENT "D"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: IFB No 1953; COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

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 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.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the 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 Bidder 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 Bidder, 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 Bidder: _____

Authorized Representative(s): _____
Signature

Print Name/Title

Signature

Print Name/Title

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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)

**IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP
ATTACHMENT "H"
SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

I, _____ ("Affiant"), being duly authorized by and on behalf of _____
_____ ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: _____
2. I am duly authorized as _____ (Title) of Bidder.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____
_____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____
_____ as identification.

Notary Public

My Commission Expires

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

**ATTACHMENT "I"
NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

ATTACHMENT "K"
EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

**ATTACHMENT "L"
ACKNOWLEDGEMENT OF ADDENDA**

Bidder hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the IFB Documents. By acknowledging the Addenda listed below, Bidder hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Bidder's Bid. Failure to acknowledge and incorporate issued Addenda may result in a Bidder being deemed non-responsive to the requirements of the IFB, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S AGENT	TITLE OF BIDDER'S AGENT	SIGNATURE OF BIDDER'S AGENT

MINIMUM SPECIFICATIONS & CONDITIONS

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

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

SLUDGE

The belt filter press receives waste activated sludge at approximately 1% solids. After dewatering the waste activated sludge, the belt filter produces cake sludge solids at approximately 14%- 22%. The St. Johns County Utility Department (SJCUD) facility produces approximately Two thousand eight hundred (2,800) wet tons of sludge each year.

LOCATIONS

There is one (1) primary location for SJCUD wastewater treatment plant (WWTP) that operates belt presses which produce sludge that the Contractor will collect. This wastewater treatment plant is located at the following address:

Players Club WWTP 555 Dyes Valley Rd Ponte Vedra Beach, FL 32082 Permit # FL0044245
--

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

CONTAINERS

The containers provided by the Contractor for the purposes of collecting the sludge from the conveyor of the belt press at the wastewater treatment plant shall have a minimum capacity of thirty (30) cubic yards. Containers shall be designed and maintained to prevent the loss of any material upon loading and transport. Containers shall be clean and free of objectionable odors upon delivery to the site. Containers must be designed to be moved using a standard tandem axle semi or electric trailer caddy with a wet line kit.

Upon the effective date of the Contract, the Contractor shall be required to place container(s) at the SJCUD wastewater treatment plant location as directed by SJCUD. The Contractor shall then be responsible for removing full containers and replacing with empty containers as needed to sufficiently meet the needs of the facility. SJCUD anticipates one to three containers to be on-site at the Players Club WWTP, Monday through Friday. The Contractor must be able to place and pick-up containers Monday through Friday during the hours of 7:00AM to 3:00PM. If weekend services are required by the County, the Contractor shall be responsible for placing or picking up containers on weekend days between the hours of 6:00AM and 2:00PM, to meet the needs of the location. SJCUD will notify the Contractor when containers must be placed and/or removed. The Contractor must remove and/or place containers on-site as necessary within twenty four hours (24hrs) of this notification. Should any container be delivered that is unsuitable, then the Contractor is solely responsible for removal of said container and replacement with a suitable container.

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

DISPOSAL

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

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


The Contractor shall provide evidence of FDEP permit for the processing facility and FDEP authorization of disposal sites if applicable. Monthly DMR's shall also be submitted if required of the facility. Any marketing and distribution systems for final product disposal must also be provided, if required of the facility.

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

SEALED BID MAILING LABEL

**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.:	IFB NO: 1953
IFB TITLE:	COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP
DUE DATE/TIME:	By 2:00PM – August 14, 2024
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT

MERRELL BROS.®

A Biosolids Management Corporation



PROPOSAL FOR:

ST. JOHNS COUNTY PURCHASING DEPARTMENT
COLLECTION, TRANSPORTATION & DISPOSAL
OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP
SEALED BID NO.: IFB NO: 1953
AUGUST 14, 2024
2:00 P.M.



MERRELL BROS.®

A Biosolids Management Corporation



BIOSOLIDS LAND APPLICATION
DIGESTER CLEANING
LAGOON & POND SURVEYING
CONSULTING
BIOSOLIDS DEWATERING
LAND PERMITTING

STATE & FEDERAL EPA REPORTING
OFF-SITE BIOSOLIDS DISPOSAL/STORAGE
LAGOON CLEANING & CLOSURE SERVICES
HYDRAULIC & MECHANICAL DREDGING SERVICES
LAGOON & POND BANK REHABILITATION
CLASS A & B BIOSOLIDS PROCESSING & DISPOSAL FACILITIES

MERRELL BROS.®

A Biosolids Management Corporation

SUPERIOR EQUIPMENT

Our extensive equipment inventory eliminates the need for sub-contracting, which allows us to deliver superior service on every project.

RELIABILITY YOU CAN TRUST

Merrell Bros., Inc. has never failed to complete a project awarded to them in over 30 years of industry-leading beneficial reuse and biosolid management.



HYDRAULIC & MECHANICAL DREDGING SERVICES

Our fleet of hydraulic dredges can remove solids from the bottom of a lake, pond, or lagoon without the need to remove the surface water. The cutter head on our hydraulic dredges can reach over 20' deep and the pumps are capable of pumping solids, sand, silt, and more. For dense and abrasive material, we deploy our long reach excavators and barges to mechanically dredge material.



BIOSOLIDS LAND APPLICATION

Merrell Bros., Inc. has a fleet of well-maintained Terra-Gators & Dragline Systems used for land application of biosolids. Our team is capable of handling any amount of application services in any state across the United States. We guarantee compliance with all State and Federal regulations.



DIGESTER CLEANING

Merrell Bros., Inc. has over 30 years of experience in the cleaning of anaerobic digesters, aerobic digesters, aeration basins, oxidation ditches and sludge storage tanks. Our team is OSHA trained and certified for confined space entry. We own, operate and maintain a large fleet of pumps and macerators as well as atmosphere monitoring equipment and ventilation systems to ensure we maintain a safe working environment for our team.



CLASS A & B BIOSOLIDS PROCESSING & DISPOSAL FACILITIES

Merrell Bros., Inc. owns and operates state-of-the-art facilities which receive liquid and dewatered biosolids, septage, grease-trap waste, greywater, leachate, food processing waste and other non-hazardous wastes. Each facility is easily accessible, operates with extended hours, is engineered for efficient unloading, and offers 24-hour emergency response. We offer a cost-effective and environmentally-safe solution for your disposal needs.

MERRELL BROS.[®]

A Biosolids Management Corporation

MERRELL BROS., INC. is one of the largest National Biosolids Management Companies in the United States, helping municipalities, industries, and agricultural operations successfully manage biosolids and residuals since 1982. We are dedicated to environmentally sound, agriculturally oriented, State and Federally approved methods of Biosolids Management. We make every effort to build a reputation based on honesty, integrity, and professionalism.



LIQUID & DEWATERED BIOSOLIDS TRANSPORTATION

Our fleet of semi tractors, transport tankers, conveyor-bottom trailers, roll-off trucks, dump trucks and end-dump trailers are utilized to safely transport biosolids to various disposal and land application sites. All of our equipment is licensed, owned and operated by Merrell Bros., Inc. Every truck in our fleet is equipped with GPS technology that allows our management team to monitor their speed and location at all times.



OFF-SITE BIOSOLIDS DISPOSAL/STORAGE

Merrell Bros., Inc. Regional Biosolids Centers are designed to provide our customers with off-site biosolids storage and disposal options. We maintain over 5.5 million gallons and 5,000 cubic yards of capacity for the removal and legal disposal of both liquid and dewatered biosolids. Each facility is State and Federally approved and strategically located for efficient biosolids land application.



BIOSOLIDS DEWATERING

Merrell Bros., Inc. can provide a solution for your biosolids dewatering needs. We own and operate one of the largest fleets of mobile dewatering equipment in the country. If the project requires a mobile belt-press or mobile centrifuge for on-site dewatering, Merrell Bros., Inc. can provide the equipment, management, staff, and experience required to complete the project safely and efficiently.



LAGOON CLEANING & CLOSURE SERVICES

Our team has cleaned hundreds of lagoons in nearly every state, including Alaska. Our fleet of excavation equipment and pumps ensure we can efficiently clean and close any municipal or agricultural lagoon. Our dredges can remove solids without disrupting the flow of the plant or removing the water on top of the solids. We can complete lagoon cleanouts for "clean closure" enabling the pond or lagoon to be used for other purposes.

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
DATE SUBMITTED: 08-14-2024

BID PROPOSAL OF

Merrell Bros., Inc.

Full Legal Company Name

<u>8811 West 500 North, Kokomo, IN 46901</u>	<u>(574) 699-7782</u>	<u>(574) 699-7478</u>
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the IFB Documents and Specifications entitled for **IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

Unit price per wet ton for sludge transported from Players Club WWTP for disposal at FDEP approved location.

Unit Price PER Wet Ton: \$ 98.12 X 2,800 wet tons = \$ 274,736.00

*The submitted quote must include any and all costs, including labor and materials, fees, charges, equipment, tools or other items, and freight necessary to perform the specified work. These prices shall be final cost to the county. No Fuel surcharges, transportation surcharges, treatment or disposal costs, or any other fees or cost shall be paid in addition to the prices submitted

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities or irregularities, and to award the bid that best serves the interests of St. Johns County.

Disposal Site Indianhead Biomass

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

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 IFB 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 County, within the same time limit specified in the IFB 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.

CORPORATE/COMPANY

Full Legal Company Name: Merrell Bros., Inc. (Seal)

By: [Signature]
Signature of Authorized Representative

Dustin Smith, Chief Executive Officer
(Name & Title typed or printed)

By: BLAKE MERRELL
Signature of Authorized Representative

Blake Merrell, Chief Operations Officer of Florida
(Name & Title typed or printed)



Address: 8811 West 500 North, Kokomo, IN 46901

Telephone No.: (574) 699-7782 Fax No.: (574) 699-7478

Email Address for Authorized Company Representative: dustin@merrellbros.com
blake@merrellbros.com

Federal I.D. Tax Number: 35-1681490 DUNS #: 627988207
(If applicable)

INDIVIDUAL

Name: N/A (Signature)
(Name typed or printed) (Title)

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this IFB and submitted with each copy of the Bid Proposal.

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.


STATE OF Indiana

COUNTY OF Howard

The Undersigned authority, Dustin Smith ("Affiant"), who being duly sworn, deposes and states that he/she is the Chief Executive Officer (Title) of the Bidder Merrell Bros., Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for **IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP**, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their 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. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder 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.

DATED this 14th day of August, 2024.



Signature of Affiant

Dustin Smith

Printed Name of Affiant

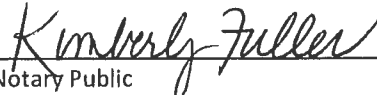
Chief Executive Officer

Printed Title of Affiant

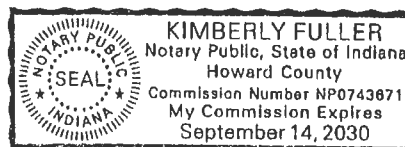
Merrell Bros., Inc.

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14 day of August, 2024, by Dustin Smith, who is personally known to me or has produced N/A as identification.



Notary Public
My Commission Expires: 09-14-2030



REMOVED PER ADDENDUM #3

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "B"
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jean Merrell, certify that I am the Secretary of the corporation named as Principal in the foregoing; that Dustin Smith, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then Chief Executive Officer (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

Signature of Secretary
Merrell Bros., Inc.
Full Legal Name of Corporation (Bidder)

STATE OF Indiana

COUNTY OF Howard

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, Dustin Smith (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this 14 day of August, 2024, by the Authorized Representative of Bidder, who is personally known to me or has produced N/A as identification. Type and Number of I.D. produced: N/A.

Notary Public
My Commission Expires: 09-14-2030

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

State of Florida

Department of State

I certify from the records of this office that MERRELL BROS., INC. is an Indiana corporation authorized to transact business in the State of Florida, qualified on September 22, 2008.

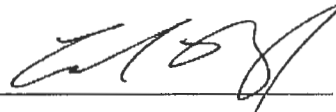
The document number of this corporation is F08000004107.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 2, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of June, 2024*




Secretary of State

Tracking Number: 6196427707CU

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

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



Licensee

Name:	STEWART, TIMOTHY J	License Number:	CBC1260959
Rank:	Certified Building Contractor	License Expiration Date:	08/31/2024
Primary Status:	Current	Original License Date:	03/11/2016
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	MERRELL BROS., LLC	Primary Qualifying Agent for Business	03/11/2016	Construction Business Information	

PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2024

Expires September 30th



ACCOUNT #:: 81564
SIC CODE: 4959.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
BIOSOLIDS REMOVAL SERVICE
STATE LICENSE # for COUNTY COMP CARD #

MERRELL BROS INC
8811 W 500 N
KOKOMO, IN 46901-8776

OWNER/QUALIFYING AGENT
MERRELL TERRY

LOCATION ADDRESS:
14220 HAYS ROAD
SPRING HILL, FL 34610-8776

DATE	RECEIPT	AMOUNT
09/08/2023	23-0-147073	93.75

Dear Business Owner:

Your 2024 Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

EAST PASCO GOVERNMENT CENTER
DADE CITY

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY

TAX COLLECTOR BUILDING
GULF HARBORS

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL

CALL CENTER: MONDAY - FRIDAY 8:30 AM - 5:00 PM (352) 521-4338 • (727) 847-8032 • (813) 235-6076



Department of State / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

MERRELL BROS., INC.

Filing Information

Document Number	F08000004107
FEI/EIN Number	35-1681490
Date Filed	09/22/2008
State	IN
Status	ACTIVE

Principal Address

8811 W 500 N
KOKOMO, IN 46901

Mailing Address

8811 W 500 N
KOKOMO, IN 46901

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Officer/Director Detail

Name & Address

Title P

MERRELL, NIETA K
8867 W 500 N
KOKOMO, IN 46901

Title T

MERRELL, TERRY C
8867 W 500 N
KOKOMO, IN 46901

Title VP

N/A

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

**ATTACHMENT "D"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: IFB No 1953; COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

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 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.

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

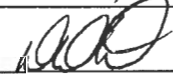
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

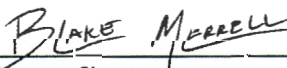
I hereby attest that the undersigned Bidder has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Bidder, 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 Bidder: Merrell Bros., Inc

Authorized Representative(s): 
Signature

Dustin Smith, CEO
Print Name/Title


Signature

Blake Merrell, COO of Florida
Print Name/Title

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Merrell Bros., Inc. does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

08-14-2024
Date

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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: N/A Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: N/A

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

N/A

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 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 If yes, please explain in detail:

(Use additional or supplemental pages as needed)

**IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP
ATTACHMENT "H"
SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

I, Dustin Smith ("Affiant"), being duly authorized by and on behalf of Merrell Bros., Inc. ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: 8811 West 500 North, Kokomo, IN 46901
2. I am duly authorized as Chief Executive Officer (Title) of Bidder.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~
~~A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**~~


Signature of Affiant

Dustin Smith, Chief Executive Officer
Printed Name & Title of Affiant

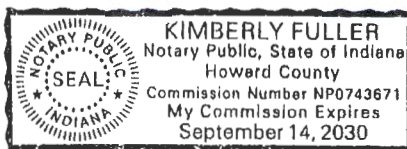
Merrell Bros., Inc.
Full Legal Name of Bidder

08-14-2024
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of August, 2024, by Affiant, who is personally known to me or has produced N/A as identification.


Notary Public

09-14-2030
My Commission Expires



IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "I"
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): Dustin Smith

SIGNATURE:  _____

TITLE: Chief Executive Officer

DATE: 08-14-2024

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Merrell Bros., Inc.

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF Indiana
COUNTY OF Howard

I, Dustin Smith (hereinafter "Affiant"), being duly authorized by and on behalf of Merrell Bros., Inc. (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 1953 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 14 day of August, 2024.

[Signature]
Signature of Affiant

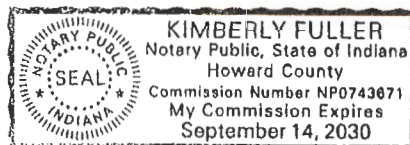
Dustin Smith
Printed Name of Affiant

Chief Executive Officer
Printed Title of Affiant

Merrell Bros., Inc.
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of August, 2024, by Dustin Smith, who is personally known to me or has produced N/A as identification.

Kimberly Fuller
Notary Public
My Commission Expires: 09-14-2030



IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

ATTACHMENT "K"
EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): Dustin Smith

SIGNATURE:  _____

TITLE: Chief Executive Officer


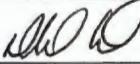

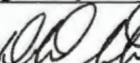
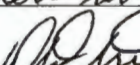
NAME OF FIRM: Merrell Bros., Inc.

DATE: 08-14-2024

IFB 1953 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE AT THE PLAYERS CLUB WWTP

**ATTACHMENT "L"
ACKNOWLEDGEMENT OF ADDENDA**

Bidder hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the IFB Documents. By acknowledging the Addenda listed below, Bidder hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Bidder's Bid. Failure to acknowledge and incorporate issued Addenda may result in a Bidder being deemed non-responsive to the requirements of the IFB, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S AGENT	TITLE OF BIDDER'S AGENT	SIGNATURE OF BIDDER'S AGENT
#1	7/26/24	Dustin Smith	CEO	
#2	7/30/24	Dustin Smith	CEO	
#3	7/30/24	Dustin Smith	CEO	
#4	8/12/24	Dustin Smith	CEO	
#5	8/12/24	Dustin Smith	CEO	



ADDENDUM #1

July 26, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1953 Collection, Transportation & Disposal
of Wastewater Sludge at the Players Club WWTP

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must complete and submit Attachment "L", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the IFB Documents:

1. Exhibit A is attached hereto.

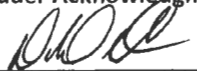
Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Who is the current contractor?
Answer: H & H Liquid Sludge Disposal, Inc.
2. What is the current price?
Answer: \$0.056 / gallon
3. Do you have any analytical data on the sludge being removed from the site?
Answer: See Exhibit A.
4. Will a site visit be scheduled for contractors to view the area?
Answer: Even though a site visit is not required to submit a bid, Contractors may contact Kyle Kittel at 904-209-2758 to schedule a site visit.
5. Bid Bond needed for this submission?
Answer: No.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, AUGUST 14, 2024, AT 2:00PM EST

Bidder Acknowledgment:



Signature of Authorized Representative



Dustin Smith, CEO
Printed Name/Title Authorized Representative

Merrell Bros., Inc.
Respondent Company Name

END OF ADDENDUM NO. 1



ADDENDUM #2

July 30, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1953 Collection, Transportation & Disposal
of Wastewater Sludge at the Players Club WWTP

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must complete and submit Attachment "L", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Do you have any TCLP data to back up a waste determination with the FDEP. We will need TCLP Metals, TCLP Volatiles and TCLP Semi-Volatiles?

Answer: We do not have any TCLP data.

2. I also wanted to confirm if this sludge was sewage sludge.

Answer: correct it is Bio solids from a wastewater treatment facility.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, AUGUST 14, 2024, AT 2:00PM EST

Bidder Acknowledgment:

Signature of Authorized Representative

Dustin Smith, CEO

Printed Name/Title Authorized Representative

Merrell Bros., Inc.

Respondent Company Name

END OF ADDENDUM NO. 2



ADDENDUM #3

July 30, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1953 Collection, Transportation & Disposal
of Wastewater Sludge at the Players Club WWTP

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must complete and submit Attachment "L", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the IFB Documents:

1. Attachment "B" – Certificate as to Corporate Principal is removed as a required attachment. There is no bid bond associated with this IFB.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, AUGUST 14, 2024, AT 2:00PM EST

Bidder Acknowledgment:



Signature of Authorized Representative

Dustin Smith, CEO

Printed Name/Title Authorized Representative

Merrell Bros., Inc.

Respondent Company Name

END OF ADDENDUM NO. 3



ADDENDUM #5

August 12, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1953 Collection, Transportation & Disposal
of Wastewater Sludge at the Players Club WWTP

This Addendum #5 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must complete and submit Attachment "L", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Could you also verify that SJC intends to require the biosolids be treated to Class AA? If the biosolids generated by Players Club are Class B, please consider allowing the vendors to supply a bid to dispose the material in any manner compliant with 62-640, whether that be land application, landfill, treatment to AA, etc.

Answer: Yes St. Johns county would like biosolids treated to class AA standards. Treatment to AA standards eliminates sampling that is required by Players Club permit if treated to class B.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, AUGUST 14, 2024, AT 2:00PM EST

Bidder Acknowledgment:



Signature of Authorized Representative

Dustin Smith, CEO
Printed Name/Title Authorized Representative

Merrell Bros., Inc.
Respondent Company Name

END OF ADDENDUM NO. 5



ADDENDUM #4

August 12, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1953 Collection, Transportation & Disposal
of Wastewater Sludge at the Players Club WWTP

This Addendum #4 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must complete and submit Attachment "L", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. We would like to confirm that the current bid is only for the disposal of wastewater sludge from the Players Club WWTP as indicated on the bid form. Will the liquid transport be continuing under the current contract? Will it be in a separate invitation to bid?

Answer: This is only bio solids from players club facility we will re-bid liquid sludge hauling at a later date.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, AUGUST 14, 2024, AT 2:00PM EST

Bidder Acknowledgment:

Signature of Authorized Representative

Dustin Smith, CEO

Printed Name/Title Authorized Representative

Merrell Bros., Inc.

Respondent Company Name

END OF ADDENDUM NO. 4

MERRELL BROS.®

A Biosolids Management Corporation

August 12, 2024

SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

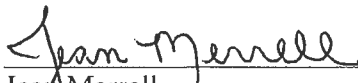
RE: Delegation of Authority for Collection, Transportation & Disposal of Wastewater Sludge at the Players Club WWTP

To Whom it May Concern:

I, individually and on behalf of Merrell Bros., Inc., do by my signature below, certify that: Merrell Bros., Inc is a corporation duly organized and existing under the laws of Indiana.

I am the Secretary, an officer of the company, authorized to sign on its behalf. Dustin Smith, Chief Executive Officer, and Blake Merrell, Chief Operations Officer of Florida are authorized to make, execute, and approve any and all contracts, or amendments thereof, entered into by and between Merrell Bros., Inc. and the SJC Purchasing Department.

In witness whereof, I hereby set my hand this 12th day of August 2024.

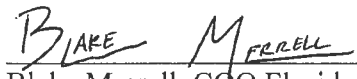


Jean Merrell
Secretary
Merrell Bros., Inc.
8811 West 500 North
Kokomo, IN 46901
(574) 699-7782





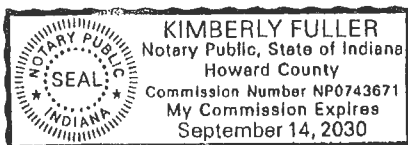
Dustin Smith, CEO



Blake Merrell, COO Florida

Notary Signature 

Expiration date 9-14-2030



ANNUAL MEETING OF BOARD OF DIRECTORS
MERRELL BROS, INC.
HELD JANUARY 6th, 2020

The annual meeting of the Board of Directors of Merrell Bros, Inc. was held at the office of the corporation at 1:00 PM on January 6th, 2020.

All of the directors were present in person. A waiver of notice was signed by all of the directors and presented to the secretary for recording in the corporate records.

The following were nominated and unanimously elected as officers for the ensuing year:

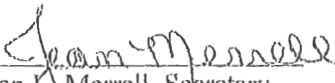
Nieta K. Merrell-	President
Ted D. Merrell -	Vice-President
Terry C. Merrell-	Treasurer
Jean L. Merrell -	Secretary

The activities of the officers for the prior year were reviewed, and the board approved the action taken by the officers of the corporation and ratified the same. The financial records of the corporation were reviewed along with the prospectus for the ensuing year.

The Board of Directors also agreed unanimously to allow the following individuals to sign or negotiate contracts related to projects the company has or is bidding in the normal course of their business; Dustin Smith, Karson Merrell, Ryan Zeck, Blake Merrell and Brayden Merrell. This authority does not include real estate contracts. Terry Merrell, Ted Merrell, Jean Merrell and Nieta Merrell have the authority to execute all negotiable instruments including all checks, drafts, notes, bonds, purchase of real estate, contracts, bills of exchange and orders for the payment of money.

The board reviewed the tax return of the corporation prepared by Blue & Company.

There being no further business, the meeting was adjourned.


Jean L. Merrell, Secretary

ATTEST:

Nieta K. Merrell, President

CONTACT INFORMATION

With over 40 years of experience in the Biosolids Management industry, Merrell Bros., Inc. has earned its reputation as one of the largest National Biosolids Management Companies in the United States. We are dedicated to the highest standard of personal customer service. You will ALWAYS be able to reach a member of our Executive Team and speak with them personally with any questions or concerns you may have.

TED MERRELL

CO-OWNER, BOARD CO-CHAIRMAN
CELL: (765) 438.7374
ted@merrellbros.com

BRAYDEN MERRELL

CHIEF OPERATIONS OFFICER
CELL: (765) 438.6704
brayden@merrellbros.com

TERRY MERRELL

CO-OWNER, BOARD CO-CHAIRMAN
CELL: (765) 252.8220
terry@merrellbros.com

BLAKE MERRELL

CHIEF OPERATIONS OFFICER FLORIDA
CELL: (765) 438.5299
blake@merrellbros.com

DUSTIN SMITH

CHIEF EXECUTIVE OFFICER
CELL: (765) 438.3152
dustin@merrellbros.com

KARSON MERRELL

CHIEF FINANCIAL OFFICER
CELL: (765) 480.6964
karson@merrellbros.com

RYAN ZECK

CHIEF TECHNOLOGY OFFICER
CELL: (765) 438.6626
ryan@merrellbros.com

THIS IS ONE OF THE MANY BENEFITS WE OFFER TO ENSURE YOU HAVE THE HIGHEST LEVEL OF SUPPORT, 24 HOURS A DAY, 7 DAYS A WEEK.





MERRELL BROS.

A Biosolids Management Corporation

An accomplished professional, Board Co-Chairman and Co-Owner of Merrell Bros., Inc. As co-founder of this Company, Ted helped establish business strategies and the development of evolving business plans to meet the Company growth demands. First hand knowledge of every aspect of running the business, managing staff, maintaining customer relationships, business development and strategy to make Merrell Bros., Inc. an industry leader in Biosolids Management. 40 years of successfully operating an environmentally sound company based on honesty, integrity and professionalism. Dedicated to personally overseeing large projects and developing relationships across the country with valued customers.

TED MERRELL
Board Co-Chairman, Co-Owner



8811 West 500 North, Kokomo, IN 46901



ted@merrellbros.com



www.merrellbros.com



(765) 438-7374



(800) 663-8830

“God demonstrates His own love for us in this: while we were yet sinners, Christ died for us.” Romans 5:8

SKILLS

- FACILITIES DESIGN & ENGINEERING
- RESEARCH & DEVELOPMENT-BIOSOLIDS REUSE
- EXCELLENCE IN FIELD INSTRUCTION, TRAINING & DEVELOPMENT
- MARKET POSITIONING

AFFILIATIONS

- PURDUE UNIVERSITY DEANS ADVISORY COUNCIL
- INDIANA WATER POLLUTION CONTROL ASSOCIATION
- IWEA RESIDUALS MANAGEMENT COMMITTEE
- WATER ENVIRONMENT FEDERATION MEMBER
- UPPER DEER CREEK CHURCH-DEACON
- COMMUNITY LAY DIRECTOR-THE WAY-JAMACIA, NORTHERN IRELAND, FLORIDA, GOSHEN, IN, & ARIZONA
- CSI MINISTRIES MISSION LEADER

EXPERIENCE

1982-Present

Merrell Bros., Inc.

Board Co-Chairman, Co-Owner

- Daily Management of Business
- Construction Management for MBI facility expansion projects
- Design, Build and Operations of Florida Green Biosolid Facilities with patented biosolids solar drying and oven pasteurization producing a Class A Biosolids and Class AA Fertilizer

2018

New Business of the Year, Pasco EDC, FL

EDUCATION

1980-1982

Purdue University, West Lafayette, IN
Associates Degree - Agricultural Economics

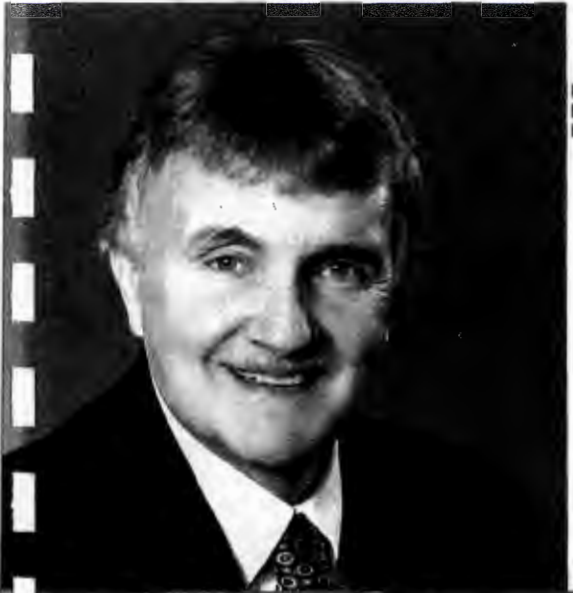
EXTENSIVE LEADERSHIP & MANAGEMENT EXPERTISE

DISTINGUISHED PERFORMANCE

CONFIDENT & ADEPT DECISION MAKER

NOTABLE ACHIEVEMENTS IN FACILITY CONSTRUCTION

HIGHLY ESTEEMED AND ACCOMPLISHED AMONG PEERS



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TERRY MERRELL

Board Co-Chairman, Co-Owner

8811 West 500 North, Kokomo, IN 46901

terry@merrellbros.com

www.merrellbros.com

(765) 252-8220

(800) 663-8830

SKILLS

- RISK ASSESSMENT/LEGAL CONTRACT REVIEW
- CORPORATE DEVELOPMENT
- CUSTOMER NEEDS ASSESSMENT
- MANAGE 501(C)3 CHARITY
- DEVELOPMENT OF STRATEGIC PLANNING

AFFILIATIONS

- INDIANA CHAMBER OF COMMERCE
- NATIONAL ASSOCIATION OF WASTE TRANSPORTERS
- UPPER DEER CREEK CHURCH-ELDER-PAST BOARD CHAIRMAN
- UPPER DEER CREEK CHURCH-SUNDAY SCHOOL TEACHER-TRUSTEE
- CHAIR OF CROSS AMERICA 501(C)3 RELIGIOUS ORGANIZATION
- PAST BOARD MEMBER OF A NASDAQ PUBLICALLY TRADED COMPANY

"If you declare with your mouth that Jesus is Lord and believe in your heart that God raised Him from the dead, you will be saved." Romans 10:9

EXPERIENCE

- 1982-Present **Merrell Bros., Inc.**
Board Co-Chairman, Co-Owner
 - Daily Management of Business
 - Set Up and Management of Company's Largest Projects
 - Management of Company Assets
 - Leading MBI Research & Development of New Technology
 - Design, Build and Operations of MBI Patented Double Drum Drying & Pelletization Process Producing a Class A Biosolids and Class AA Fertilizer

EDUCATION

- 1978-1982 Northwestern
Kokomo, IN

- VISIONARY LEADERSHIP
- OUTPERFORMING MARKET COMPETITION
- EXCELLENT PROBLEM SOLVING SKILLS & RESEARCH TECHNIQUES
- HIGHLY ESTEEMED AND ACCOMPLISHED AMONG PEERS
- CUSTOMER DRIVEN MANAGEMENT



MERRELL BROS.

A Biosolids Management Corporation


As Chief Executive Officer, Dustin is deeply passionate about implementing innovative business strategies and demonstrating strong leadership. With a solid background in business development and a dynamic approach to leadership, Dustin has played a pivotal role in propelling the growth and success of Merrell Bros., Inc. For nearly two decades, he has worked closely with the Executive Team to cultivate a culture of excellence and collaboration within the company. Dustin assumes responsibility for major corporate decisions, steering the company's direction, and overseeing growth plans. He consistently emphasizes that God has blessed Merrell Bros., Inc. with an exceptional team, which he unequivocally considers the company's greatest asset.


DUSTIN SMITH
Chief Executive Officer

 8811 West 500 North, Kokomo, IN 46901

 dustin@merrellbros.com

 www.merrellbros.com

 (765) 438-3152

 (800) 663-8830

SKILLS

- COMPETITIVE PROJECT ANALYSIS
- MANAGEMENT-LEADERSHIP
- LOGISTICS MANAGEMENT
- BIOSOLIDS MARKET ANALYSIS
- OPERATIONS, FINANCE & HUMAN RESOURCES
- P&L AND BUDGETS
- CORPORATE STRATEGY

AFFILIATIONS

- IN INDUSTRIAL OPERATOR ASSOCIATION
- REGISTERED INDUSTRIAL WASTE PROFESSIONAL
- IWEA MEMBER
- WEF MEMBER
- OSHA CONFINED SPACE CERTIFIED
- CLASS A IN COMMERCIAL DRIVER LICENSE
- FAA-PRIVATE, INSTRUMENT, MULTI-ENGINE PILOT
- CROSSROADS COMMUNITY CHURCH FINANCE TEAM, MEMBER & ELDER

“Whatever you do, work at it with all your heart, as working for the Lord, not for men.”
Colossians 3:23

EXPERIENCE

- 2024-Present **Merrell Bros., Inc.**
Chief Executive Officer
 - ♦ Direct report & communicator with the Board of Directors
 - ♦ Support COO's to ensure MBI is meeting maximum potential
 - ♦ Primary spokesman for MBI
 - ♦ Collaborates with CFO to monitor MBI's financial health
 - ♦ Lead the development of MBI's short-term & long-term strategies
 - ♦ Attract & retain top talent that fits our culture & core values to support future growth at MBI
- 2006-2024 **Merrell Bros., Inc.**
Chief Business Development Officer
 - ♦ New Business Development, Project Estimating & Work Plans
 - ♦ Bid Management, Deal Structuring & Negotiation
 - ♦ Leadership, Mentoring & Team Building
 - ♦ Management of Engineering, Fabrication, Automation, Electrical and IT teams

EDUCATION

- 2005 Ivy-Tech College, Kokomo, IN
Associate Degree - Design Technology
- 2014-2015 FAA/GLEIM
FAA Pilot License

STRATEGIC BUSINESS PLANNING DISTINGUISHED PERFORMANCE
 PROFESSIONAL COMMUNICATION & PROBLEM SOLVING
 EXCEEDS MANDATED QUOTAS
 VISIONARY LEADERSHIP








MERRELL BROS.[®]

A Biosolids Management Corporation

As Chief Technology Officer for Merrell Bros., Inc., Ryan possesses extensive management expertise, streamlining operations and optimizing staff performance. Ryan strategizes operational frameworks to integrate and align with Company vision and Senior Management objectives, all while achieving best practice and maximizing profits. Ryan provides leadership, management and vision necessary to ensure the company has proper operation controls and systems in place to effectively grow the company.

RYAN ZECK
Chief Technology Officer

-  8811 West 500 North, Kokomo, IN 46901
-  ryan@merrellbros.com
-  (765) 438-6626
-  www.merrellbros.com
-  (800) 663-8830

SKILLS

- ARTICULATE COMMUNICATOR, CAPABLE OF BUILDING LASTING RELATIONSHIPS WITH SENIOR MANAGEMENT OF CLIENTS, PARTNERS AND VENDORS
- POLICY DESIGN AND IMPLEMENTATION
- DISPUTE RESOLUTION
- INTERNAL SYSTEMS CONTROL

AFFILIATIONS

- INDIANA WATER POLLUTION CONTROL ASSOCIATION
- WATER ENVIRONMENT FEDERATION MEMBER
- IWEA RESIDUALS MANAGEMENT COMMITTEE
- ALABAMA RURAL WATER ASSOCIATION
- UPPER DEER CREEK CHURCH-DEACON
- CASS CO. REDEVELOPMENT COMMISSION
- LEWIS CASS SCHOOL BOARD PRESIDENT

“Be on guard. Stand firm in the faith. Be courageous. Be strong.”
1 Corinthians 16:13

EXPERIENCE

- 1997-Present **Merrell Bros., Inc.**
Chief Technology Officer
 - ◆Development, Management and Operations
 - ◆MBI Patented Technology
 - ◆Management of Custom Farming

EDUCATION

- 1992-1996 **Purdue University, West Lafayette, IN**
Bachelor of Science Degree - Agribusiness

FOCUSED LEADER, RECOGNIZED FOR DELIVERING SUPERIOR RESULTS

SOLID ABILITY TO ALLOCATE BUSINESS RESOURCES & DELEGATE RESPONSIBILITIES

PROFESSIONAL COMMUNICATION & PROBLEM SOLVING

VISIONARY LEADERSHIP



MERRELL BROS.

A Biosolids Management Corporation

As the Chief Operations Officer for Merrell Bros., Inc., Brayden demonstrates a high level of competence in the oversight of operations to ensure expedited and successful completion. Excels in analyzing and adjusting work procedures for maximum efficiency. Clearly and concisely communicates with project owners building trust and confidence. Displays industriousness, conscientiousness and diligence in performing all tasks, consistently exceeding performance expectations. Brayden provides the leadership, management and vision necessary to ensure the company has proper operation controls, administrative procedures, report procedures and systems in place to effectively grow the company.

BRAYDEN MERRELL

Chief Operations Officer



8811 West 500 North, Kokomo, IN 46901



brayden@merrellbros.com



www.merrellbros.com



(765) 438-6704



(800) 663-8830

SKILLS

- MANAGEMENT AND LEADERSHIP
- STRATEGIC PLANNING
- METICULOUS WITH DETAIL
- STRONG WORK VALUES
- RESULTS-ORIENTED LEADER

AFFILIATIONS

- ALUMNI OF ALPHA GAMMA RHO AGRICULTURAL FRATERNITY
- OSHA CONFINED SPACE CERTIFIED
- CLASS A COMMERCIAL DRIVER LICENSE
- CROSSROADS COMMUNITY CHURCH MEMBER
- KOKOMO YMCA MEN'S CLUB MEMBER

"Bring the whole tithe into the storehouse, that there may be food in my house. Test me in this," says the Lord Almighty, "and see if I will not throw open the floodgates of heaven and pour out so much blessing that there will not be room enough to store it." Malachi 3:10

EXPERIENCE

2014-Present

Merrell Bros., Inc.

Chief Operations Officer

• Direct and oversee the Indiana, Texas and Event Operations

EDUCATION

2010-2014

Purdue University, West Lafayette, IN

Bachelor of Science Degree - Agricultural Business Management

BUILDS STRONG SENSE OF TEAMWORK & PURPOSE

MAINTAINS HIGH DEGREE OF BUSINESS ETHICS AND PROFESSIONALISM

STRONG PERSONAL COMMITMENT TO SUCCESS

DYNAMIC LEADERSHIP QUALITIES

MERRELL BROS.®

A Biosolids Management Corporation

As the Chief Operations Officer of Florida for Merrell Bros., Inc., Blake manages and mentors a team of up to 70 employees, supervisors and support staff to drive growth and retention at our fastest growing division. He successfully directs Regional activities including operations, safety, administration and logistics. He demonstrates strong business acumen, managerial skills, communication and interpersonal abilities. Resourceful, accomplished and dedicated, ensuring superior customer service and labor efficiency.



BLAKE MERRELL

Chief Operations Officer of Florida Operations



8811 West 500 North Kokomo, IN 46901



blake@merrellbros.com



www.merrellbros.com



(765) 438-5299



(800) 663-8830

SKILLS

- ANALYTICAL THINKING
- ATTENTION TO DETAILS
- COMPUTER COMPETENCES
- CUSTOMER RELATIONSHIP MANAGEMENT
- NEW BUSINESS DEVELOPMENT
- CORPORATE STRATEGY

AFFILIATIONS

- INDIANA WATER ENVIRONMENT ASSOCIATION
- ALUMNI OF ALPHA GAMMA RHO AGRICULTURAL FRATERNITY
- OSHA CONFINED SPACE CERTIFIED
- CLASS A FL COMMERCIAL DRIVER LICENSE

"Each of you should use whatever gift you have received to serve others, as faithful stewards of God's grace in its various forms." 1 Peter 4:10

EXPERIENCE

2011-Present

Merrell Bros., Inc.

Chief Operations Officer of Florida Operation

- Management of Florida Transportation Operations
- Management of Florida Processing Facilities

EDUCATION

2007-2011

Purdue University, West Lafayette, IN

Bachelor of Science Degree -Agricultural Economics

MAINTAINS HIGH DEGREE OF BUSINESS ETHICS & PROFESSIONALISM

EXCELS IN ANALYZING & ADJUSTING WORK PROCEDURES FOR MAXIMUM EFFICIENCY

PROFESSIONAL COMMUNICATION & PROBLEM SOLVING

VISIONARY LEADERSHIP

MERRELL BROS.®

A Biosolids Management Corporation

Highly accomplished Chief Financial Officer for Merrell Bros., Inc. Karson displays an exceptional array of skills including: cash-flow forecasting, budgetary planning, productivity metrics analysis, team management, written and verbal communication, accounting and reporting. Karson ensures superior risk control by overseeing the corporate safety program as well as managing the company's insurance policies. As CFO, Karson oversees, human resources, employee benefits, accounts payable, accounts receivable, tax compliance, tax planning, banking relationship, equity investments and all aspects of the financial activities of the corporation.



KARSON MERRELL

CPA, Chief Financial Officer



8811 West 500 North, Kokomo, IN 46901



karson@merrellbros.com



www.merrellbros.com



(765) 480-6964



(800) 663-8830

SKILLS

- ◊ FINANCIAL ANALYSIS & MODELING
- ◊ RISK MANAGEMENT
- ◊ COST REDUCTIONS
- ◊ STRONG WORK VALUES

AFFILIATIONS

- ◊ CERTIFIED PUBLIC ACCOUNTANT
- ◊ ALUMNI OF ALPHA GAMMA RHO
AGRICULTURAL FRATERNITY-DELTA
CHAPTER
- ◊ DIRECTOR OF FORTIS INSURANCE
(CAYMAN), LTD.
- ◊ TREASURER OF MEALS ON WHEELS
ASSOCIATION OF HOWARD COUNTY,
IN, INC.
- ◊ TREASURER AND CFO OF DAYTON
MERRELL FARMS, INC.
- ◊ CLASS A COMMERCIAL DRIVER LICENSE
- ◊ CROSSROADS COMMUNITY CHURCH
MEMBER (FINANCE TEAM MEMBER)

"Jesus answered, "I am the way and the truth and the life. No one comes to the Father except through me." John 14:6

EXPERIENCE

2014-Present

Merrell Bros., Inc.

Chief Financial Officer

- ◊ Direct and oversee the financial activities of the Corporation

EDUCATION

2011-2014

Purdue University, West Lafayette, IN
Bachelor of Science Degree -Accounting & Management
Dual Major

2014-2015

Purdue University, West Lafayette, IN
Master of Science Degree - Accounting

PROVEN ABILITY TO UTILIZE DECISIVE LEADERSHIP

MAINTAINS HIGH DEGREE OF BUSINESS ETHICS AND PROFESSIONALISM

PROFESSIONAL COMMUNICATION & PROBLEM SOLVING

DEMONSTRATES STRONG ANALYTICAL QUALITIES

REFERENCES

Palm Beach County – Southern Region Water Reclamation Facility – David Dalton

8100 Forest Hill Boulevard

West Palm Beach, FL 33417

E: ddalton@pbcwater.com

P: 561-801-2345

Contract Timeline: July 2022 through current

Scope: Turnkey hauling of dewatered biosolids to further treatment to class AA fertilizer via SWA/NEFCO. Approximately 22,000 dewatered tons per year.

West Palm Beach – East Central Regional WWTF – Shemeez Mosadee

4375 Easley Drive

West Palm Beach, FL 33417

E: smosadee@wpb.org

P: 561-835-7400 Ext. 7468

Contract Timeline: June 2022 through current

Scope: Turnkey hauling of dewatered biosolids to further treatment to class AA fertilizer via SWA/NEFCO. Approximately 78,000 dewatered tons per year.

City of Sunrise, FL – Ted Petrides

10770 West Oakland Park Blvd.

Sunrise, FL 33351

E: TPetrides@sunrisefl.gov

P: (954) 888-6035

Contract Timeline: February 2020 through current

Scope: Turnkey hauling of dewatered and liquid biosolids to further treatment to class AA soil amendment. Approximately 20,000 dewatered tons per year, 1,900,000 liquid gallons per year.

Ft. Lauderdale, FL – Rob Harris

1765 SE 18th Street

Ft. Lauderdale, FL 33316

E: rharris@fortlauderdale.gov

P: 954-828-4121

Contract Timeline: July 2017 through current

Scope: Turnkey hauling of dewatered biosolids to further treatment to class AA soil amendment. Approximately 33,000 dewatered tons per year.



JEA Jacksonville, FL – John Sgambettera

21 West Church Street
Jacksonville, FL 32202

E: sgamjj@jea.com

P: 904-665-7916

Contract Timeline: April 2014 through current

Scope: Turnkey hauling of dewatered and liquid biosolids to further treatment to class AA soil amendment. Approximately 20,000 dewatered tons per year, 18,000,000 liquid gallons per year.

Pasco County, FL – Shannon Kennedy

14230 Hays Rd.
Spring Hill, FL 34610

P: 813-929-6224

E: skennedy@pascocountyfl.net

Contract Timeline: October 2017 through current

Scope: Turnkey public/private treatment facility design, build, operate project treating 50,000 wet tons per year of Pasco and surrounding utilities dewatered biosolids.

Hillsborough County, FL – London Womack

Division Director Plant Operations
Water Resources Department

P: 813-612-7786

E: WomackL@HillsboroughCounty.org

W: HillsboroughCounty.org

Contract Timeline: July 2020 through current

Scope: Turnkey hauling of dewatered and liquid biosolids to further treatment to class AA fertilizer. Approximately 40,000 dewatered tons per year, 11,000,000 liquid gallons per year.

City of Fort Myers, FL – Heath Laufenberg

1501 Raleigh St
Fort Myers, FL 33916

P: 239-321-7574

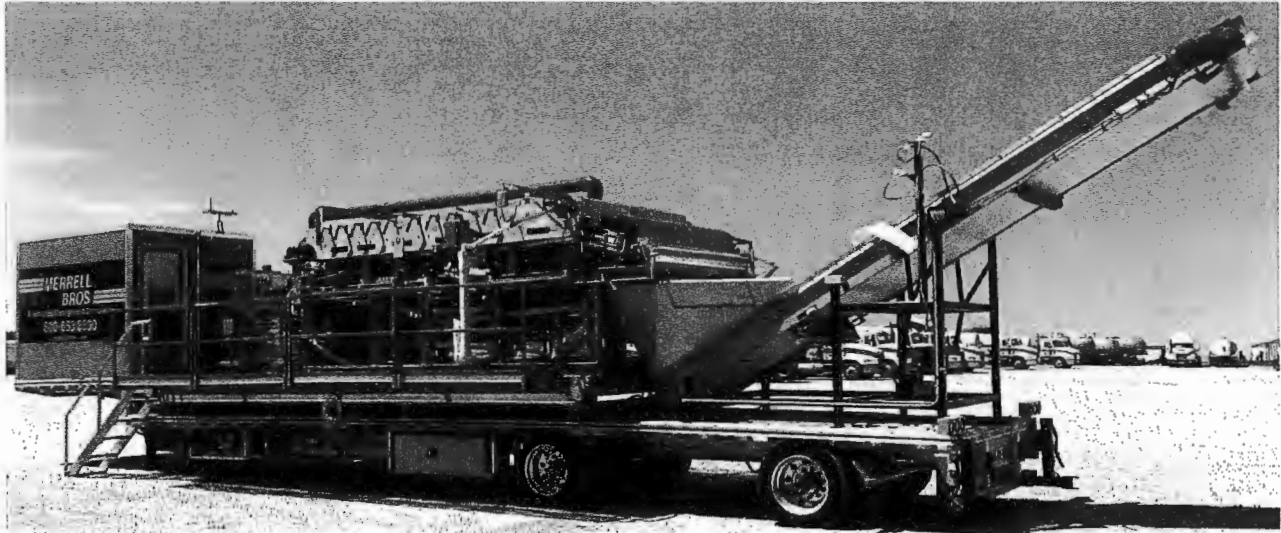
E: Hlaufenberg@cityftmyers.com

Contract Timeline: March 2021 through current

Scope: Turnkey hauling of dewatered biosolids to further treatment to class AA soil amendment. Approximately 30,000 dewatered tons per year.



BELT PRESSES



YEAR	MAKE	ID NO.	CAPACITY
2023	Ashbrook	5761	2-Meter
2023	Ashbrook	5758	2-Meter
2023	Ashbrook	5760	2-Meter
2023	Ashbrook	5759	2-Meter
2021	Alfa-Laval	3130	G3 130
2017	Ashbrook	5149	2-Meter
2017	Ashbrook	5148	2-Meter
2017	Ashbrook	5147	2-Meter
2017	Ashbrook	5135	2-Meter
2017	Ashbrook	4070	2-Meter
2017	Ashbrook	4071	2-Meter
2017	Ashbrook	4072	2-Meter
2017	Ashbrook	4069	2-Meter
2014	Ashbrook	3927	2-Meter
2012	Ashbrook	3638	2-Meter

YEAR	MAKE	ID NO.	CAPACITY
2012	Ashbrook	3080	2-Meter
2012	Ashbrook	2874	2-Meter
2012	Ashbrook	3636	2-Meter
2012	Ashbrook	3642	2-Meter
2012	Ashbrook	0821	2-Meter
2011	Ashbrook	2879	2-Meter
2011	Ashbrook	3643	2-Meter
2010	Ashbrook	3637	2-Meter
2009	Ashbrook	2878	2-Meter
2009	Ashbrook	3079	2-Meter
2009	Bright	0250	2-Meter
2009	Ashbrook	3458	2-Meter
2008	Ashbrook	2731	2-Meter
1999	Bright	5-1200-SS	Lab Test Press



MERRELL BROS.®

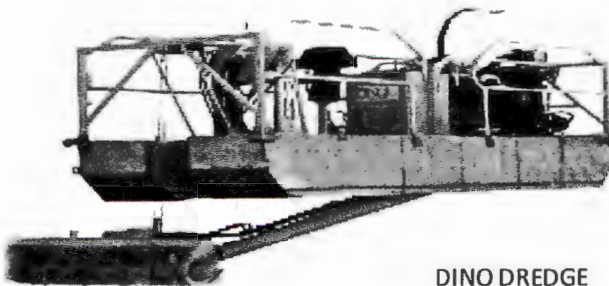
A Biosolids Management Corporation

DREDGE EQUIPMENT

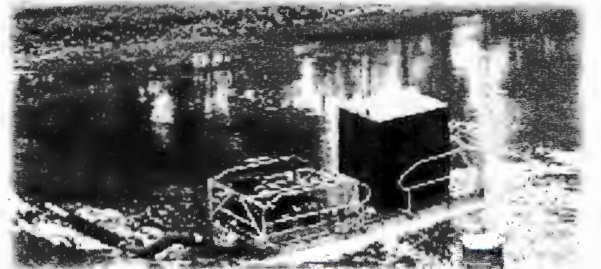


YEAR	MAKE	ID NO.	SIZE
2021	IMS	1220	12 inch
2021	IMS	1119	12 inch
2020	Mud Cat	9870	12 inch

YEAR	MAKE	ID NO.	SIZE
2018	IMS	1117	12 inch
2015	Dino	8255	6 inch



DINO DREDGE



MERRELL BROS.®

A Biosolids Management Corporation

CENTRIFUGE



YEAR	MAKE	ID NO.	SIZE
2021	Centrisys	0499	26-4
2019	Centrisys	2142	26-4
2019	Centrisys	1219	26-4
2017	Centrisys	1508	26-4

- Main Drive: 125 H.P.
- Bowl Diameter: 26"
- Feed Capacity: 200-400 GPM
- Automatic Hydraulic Backdrive
- Automatic Oil/Air Lubrication System
- All Rotating Parts are Protected with OSHA Guards
- Cake Discharge is Protected With Field Replaceable TC Bushings
- The Entire Bowl is Protected With Wear Strips



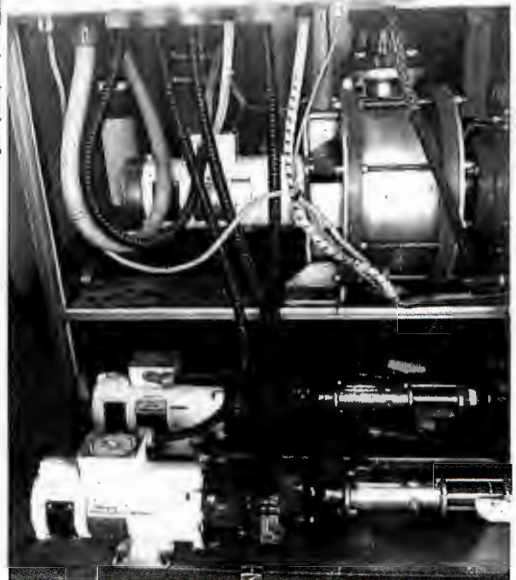
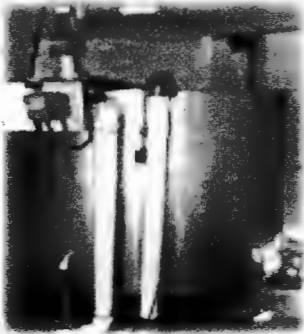
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A Biosolids Management Corporation

MOBILE POLYMER MAKE DOWN SYSTEMS



YEAR	MAKE	ID NO.	TYPE
2019	Tremcar	0628	Polymer Tanker
2018	United	9167	Polymer Trailer
2014	United	9851	Polymer Trailer
2011	Ferocity	1419	Polymer Trailer



SEMI TRACTORS



YEAR	MAKE	ID NO.	MODEL
2024	Mack	5728	Anthem -AN64T
2024	Mack	5729	Anthem -AN64T
2024	Mack	5730	Anthem -AN64T
2023	Mack	2694	CXU613 Semi
2023	Mack	0437	CXU613 Semi
2023	Mack	0445	CXU613 Semi
2023	Mack	4745	CXU613 Semi
2023	Mack	4746	CXU613 Semi
2023	Mack	0438	CXU613 Semi
2023	Mack	2695	CXU613 Semi
2023	Mack	0446	CXU613 Semi
2022	Mack	1001	CXU613 Semi
2022	Mack	1002	CXU613 Semi
2022	Mack	0999	CXU613 Semi
2022	Mack	1000	CXU613 Semi
2022	Mack	6549	CXU613 Semi
2022	Mack	4070	CXU613 Semi
2022	Mack	6515	CXU613 Semi
2022	Mack	3422	CXU613 Semi
2022	Mack	3421	CXU613 Semi
2021	Mack	1624	CXU613 Semi
2021	Mack	1605	CXU613 Semi
2021	Mack	1604	CXU613 Semi
2021	Mack	1603	CXU613 Semi
2020	Mack	8145	CXU613 Semi

YEAR	MAKE	ID NO.	MODEL
2020	Mack	8147	CXU613 Semi
2020	Mack	8146	CXU613 Semi
2020	Mack	8144	CXU613 Semi
2020	Mack	8138	CXU613 Semi
2020	Mack	8142	CXU613 Semi
2020	Mack	8140	CXU613 Semi
2020	Mack	8139	CXU613 Semi
2019	Mack	5334	CXU613 Semi
2019	Mack	5333	CXU613 Semi
2019	Mack	8890	CXU613 Semi
2019	Mack	8891	CXU613 Semi
2019	Mack	8892	CXU613 Semi
2019	Mack	7227	CXU613 Semi
2019	Mack	1728	CXU613 Semi
2018	Mack	6274	CXU613 Semi
2018	Mack	6275	CXU613 Semi
2018	Mack	6276	CXU613 Semi
2018	Mack	6759	CXU613 Semi
2018	Mack	8211	CXU613 Semi
2018	Mack	8213	CXU613 Semi
2017	Mack	2226	CXU613 Semi
2017	Mack	2875	CXU613 Semi
2017	Mack	2876	CXU613 Semi
2017	Mack	2149	CXU613 Semi
2017	Mack	2150	CXU613 Semi



SEMI TRACTORS



YEAR	MAKE	ID NO.	MODEL
2017	Mack	2151	CXU613 Semi
2017	Mack	2224	CXU613 Semi
2017	Mack	3963	CXU613 Semi
2017	Mack	3965	CXU613 Semi
2017	Mack	4316	CXU613 Semi
2017	Mack	4325	CXU613 Semi
2016	Mack	7002	CXU613 Semi
2016	Mack	1873	CXU613 Semi
2016	Mack	3074	CXU613 Semi
2016	Mack	4428	CXU613 Semi
2016	Mack	8000	CXU613 Semi
2016	Mack	5856	CXU613 Semi
2016	Mack	5288	CXU613 Semi
2016	Mack	7001	CXU613 Semi
2016	Mack	8391	CXU613 Semi
2015	Mack	6558	CXU613 Semi
2015	Mack	6559	CXU613 Semi
2015	Mack	6362	CXU613 Semi

YEAR	MAKE	ID NO.	MODEL
2015	Mack	6661	CXU613 Semi
2015	Mack	7284	CXU613 Semi
2015	Mack	7285	CXU613 Semi
2015	Mack	7286	CXU613 Semi
2014	Mack	8240	CXU613 Semi
2014	Mack	8241	CXU613 Semi
2014	Mack	8242	CXU613 Semi
2012	Mack	4472	CXU613 Semi
2012	Mack	4506	CXU613 Semi
2012	Mack	4507	CXU613 Semi
2012	Mack	4508	CXU613 Semi
2010	Mack	1594	CXU613 Semi
2010	Mack	1597	CXU613 Semi
2010	Mack	1598	CXU613 Semi
2007	Volvo	6263	CXU613 Semi
2003	Mack	5059	CH613 Semi



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END DUMP TRAILERS



YEAR	MAKE	ID NO.	CAPACITY
2019	Mac	7867	42 Yards
2019	Mac	7866	42 Yards
2019	Mac	7865	42 Yards
2019	Mac	7864	42 Yards
2018	Mac	2699	42 Yards
2018	Mac	2700	42 Yards
2018	Mac	2701	42 Yards
2018	Mac	2702	42 Yards
2018	Mac	2703	42 Yards
2017	Mac	O115	42 Yards
2017	Mac	O114	42 Yards
2016	Mac	6704	42 Yards
2016	Mac	6703	42 Yards
2015	Mac	2932	42 Yards
2015	Mac	2931	42 Yards
2015	Mac	4255	42 Yards
2015	Mac	4254	42 Yards
2015	Mac	4253	42 Yards
2015	Mac	4252	42 Yards
2015	Mac	2363	42 Yards

YEAR	MAKE	ID NO.	CAPACITY
2015	Mac	2368	42 Yards
2015	Mac	2365	42 Yards
2015	Mac	2366	42 Yards
2015	Mac	2367	42 Yards
2015	Mac	2364	42 Yards
2015	Mac	1157	42 Yards
2015	Mac	1156	42 Yards
2015	Mac	9246	42 Yards
2010	Mac	8920	42 Yards
2010	Mac	8921	42 Yards
2010	Mac	8922	42 Yards
2010	Mac	8916	42 Yards
2010	Mac	8917	42 Yards
2010	Mac	8913	42 Yards
2010	Mac	8918	42 Yards
2010	Mac	8914	42 Yards
2010	Mac	8915	42 Yards
2010	Mac	8919	42 Yards
2009	Mac	6714	42 Yards
2009	Mac	7145	42 Yards



END DUMP TRAILERS



YEAR	MAKE	ID NO.	CAPACITY
2025	Mac	0049	42 Yards
2025	Mac	0048	42 Yards
2025	Mac	0047	42 Yards
2025	Mac	0046	42 Yards
2025	Mac	0044	42 Yards
2025	Mac	0045	42 Yards
2025	Mac	0043	42 Yards
2025	Mac	0042	42 Yards
2025	Mac	0050	42 Yards
2025	Mac	0051	42 Yards
2025	Mac	0052	42 Yards
2025	Mac	0053	42 Yards
2024	Mac	5576	42 Yards
2024	Mac	5577	42 Yards
2024	Mac	5578	42 Yards
2023	Mac	8337	42 Yards
2023	Mac	8336	42 Yards
2023	Mac	8335	42 Yards
2023	Mac	7231	42 Yards
2023	Mac	8334	42 Yards
2023	Mac	8333	42 Yards
2023	Mac	8332	42 Yards
2023	Mac	8331	42 Yards
2023	Mac	8330	42 Yards
2023	Mac	9611	42 Yards
2022	Mac	3923	42 Yards
2022	Mac	3920	42 Yards
2022	Mac	3922	42 Yards

YEAR	MAKE	ID NO.	CAPACITY
2022	Mac	3665	42 Yards
2022	Mac	3664	42 Yards
2022	Mac	3661	42 Yards
2022	Mac	3663	42 Yards
2022	Mac	3662	42 Yards
2022	Mac	3921	42 Yards
2022	Mac	3660	42 Yards
2020	Mac	5989	42 Yards
2020	Mac	5990	42 Yards
2020	Mac	5991	42 Yards
2020	Mac	5992	42 Yards
2020	Mac	5993	42 Yards
2020	Mac	5994	42 Yards
2019	Mac	7882	42 Yards
2019	Mac	7881	42 Yards
2019	Mac	7880	42 Yards
2019	Mac	7879	42 Yards
2019	Mac	7878	42 Yards
2019	Mac	7877	42 Yards
2019	Mac	7876	42 Yards
2019	Mac	7875	42 Yards
2019	Mac	7874	42 Yards
2019	Mac	7873	42 Yards
2019	Mac	7872	42 Yards
2019	Mac	7871	42 Yards
2019	Mac	7870	42 Yards
2019	Mac	7869	42 Yards
2019	Mac	7868	42 Yards



WALKING FLOOR TRAILERS



YEAR	MAKE	ID NO.	CAPACITY
2023	Mac	8324	125 CY
2023	Mac	8325	125 CY
2023	Mac	8319	125 CY
2023	Mac	8318	125 CY
2022	Mac	3625	125 CY
2022	Titan	O386	125 CY
2022	Titan	O385	125 CY
2021	Mac	8953	125 CY
2020	Mac	4742	125 CY
2019	Mac	6052	125 CY
2018	Mac	0765	125 CY

YEAR	MAKE	ID NO.	CAPACITY
2018	Mac	0766	125 CY
2018	Mac	3444	125 CY
2018	Mac	3445	125 CY
2017	Mac	9798	125 CY
2017	Mac	9797	125 CY
2017	Mac	9796	125 CY
2016	Mac	6835	125 CY
2016	Mac	5696	125 CY
2016	Mac	5302	125 CY
2013	Mac	4310	125 CY
2012	Mac	2418	125 CY



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DUMP TRUCKS & ROLL OFFS



YEAR	MAKE	ID NO.	TYPE
2018	Mack	9208	Roll-Off
2018	Mack	9209	Quad-Axle
2018	Mack	9210	Quad-Axle
2016	Mack	6180	Roll-Off
2014	Mack	9378	Quad-Axle
2014	Mack	9379	Quad-Axle
2014	Mack	9803	Quad-Axle

YEAR	MAKE	ID NO.	TYPE
2014	Mack	9807	Quad-Axle
2013	Mack	7175	Quad-Axle
2013	Mack	7176	Quad-Axle
2011	Mack	3956	Roll-Off
2007	Mack	0576	Tri-Axle
2007	Mack	0580	Tri-Axle



ROLL OFF BOXES



YEAR	MAKE	ID NO.	TYPE
2023	E-Pak	8314	Rolloff Box
2023	E-Pak	8313	Rolloff Box
2018	E-Pak	9078	Rolloff Box
2017	Galfab	1227	Rolloff Box
2017	Galfab	1702	Rolloff Box
2017	Wastequip	3579	Rolloff Box
2016	Wastequip	9077	Rolloff Box
2014	Galfab	9422	Rolloff Box
2012	E-Pak	1945	Rolloff Box
2012	E-Pak	9412	Rolloff Box
2012	Cascade	1011	Rolloff Box
2011	Galbreath	5982	Rolloff Box
2011	Galbreath	5983	Rolloff Box
2011	E-Pak	9411	Rolloff Box
2010	Galbreath	5674	Rolloff Box
2010	Galbreath	5669	Rolloff Box
2010	Galbreath	5675	Rolloff Box
2010	Galbreath	5676	Rolloff Box
2010	Galbreath	5667	Rolloff Box
2010	Galbreath	5670	Rolloff Box
2010	Galbreath	5671	Rolloff Box

YEAR	MAKE	ID NO.	TYPE
2010	Galbreath	5672	Rolloff Box
2010	Galbreath	5673	Rolloff Box
2010	E-Pak	0935	Rolloff Box
2010	E-Pak	0934	Rolloff Box
2008	Galbreath	4549	Rolloff Box
2008	Galbreath	4550	Rolloff Box
2000	Galbreath	3817	Rolloff Box
2001	Galbreath	3814	Rolloff Box
2002	Galbreath	1111	Rolloff Box
2003	Galbreath	1112	Rolloff Box
2004	Galbreath	3815	Rolloff Box
2005	Galbreath	3813	Rolloff Box
2006	Galbreath	1460	Rolloff Box
2007	Galbreath	1459	Rolloff Box
2008	Galbreath	9707	Rolloff Box
2009	Galbreath	9706	Rolloff Box
2010	Galbreath	9705	Rolloff Box
2000	Galbreath	3816	Rolloff Box
2000	Galbreath	7575	Rolloff Box
2000	Galbreath	7576	Rolloff Box
2000	Galbreath	7577	Rolloff Box



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PICKUP TRUCKS



YEAR	MAKE	ID NO.
2024	GMC	3142
2023	Ford	8775
2023	Ford	4412
2023	GMC	8935
2023	GMC	4065
2023	Ford	7170
2023	Ford	4412
2023	Ford	1048
2023	Ford	7824
2023	Ford	7867
2023	Ford	9511
2023	Ford	4992
2023	Ford	4333
2023	Ford	6033
2023	Ford	1629
2023	Ford	3222
2023	Ford	5564
2023	Ford	0886
2023	Ford	8290
2023	Ford	9676
2022	Ford	0358
2022	Ford	9236
2022	Ford	4557
2022	Ford	7589
2022	Ford	4562
2022	Ford	9009
2022	Ford	2246
2022	Ford	1307
2022	Chevy	7524
2022	Ford	4144
2022	Ford	4145
2022	Ford	6998
2022	Chevy	9484
2022	Ford	5158
2022	GMC	3048
2022	Ford	1767
2021	GMC	8674
2021	Mercedes	9197
2021	Ford	4323

YEAR	MAKE	ID NO.
2021	GMC	4343
2021	Ford	9696
2021	GMC	2716
2021	Ford	0608
2020	GMC	3242
2020	GMC	7154
2020	Ford	2542
2020	Chevy	6490
2020	Ford	8122
2020	Ford	7622
2020	Ford	5094
2020	Ford	7776
2020	Chevy	1871
2019	Ford	9410
2019	Chevy	6193
2019	Ford	0008
2018	Chevy	1138
2018	Chevy	1145
2018	Chevy	5484
2018	Ford	6882
2018	Chevy	4677
2018	Chevy	5923
2017	Ford	3724
2017	Chevy	3686
2017	Chevy	9786
2017	Chevy	9239
2017	Ford	4505
2017	Chevy	7721
2017	Chevy	9456
2017	Chevy	0388
2016	Chevy	3388
2016	Chevy	1159
2016	Chevy	2397
2015	Chevy	9635
2013	Chevy	0261
2012	Chevy	8417
2012	Dodge	9856
2011	Ford	1824
2007	Ford	2040



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YARD TRUCKS

YEAR	MAKE	ID NO.	DESCRIPTION
2022	TiCo	5478	Yard Spotter
2006	Ottawa	2155	Yard Spotter
2002	Ottawa	3677	Yard Spotter
2002	Ottawa	3476	Yard Spotter
2002	Ottawa	0410	Yard Spotter
1998	Ottawa	7571	Yard Spotter
1998	Ottawa	0972	Yard Spotter
1997	Ottawa	0372	Yard Spotter
1990	Ottawa	4321	Yard Spotter





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2024

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).

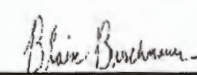
PRODUCER Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 100 Carmel IN 46032		CONTACT NAME: Blaine Buschmann PHONE (A/C, No, Ext): (317) 846-5554 FAX (A/C, No): (317) 846-5444 E-MAIL ADDRESS: bbuschmann@shepherdins.com	
INSURED Merrell Bros., Inc. 8811 W 500 N Kokomo IN 46901		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Group NAIC # 11150 INSURER B: Nautilus Insurance Company 17370 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2462133763 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			ECP2029838-15	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ZACAT1849102	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX2029841-16	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZAWCI1837102	07/01/2024	07/01/2025	<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
B	Contractors Pollution Liability (Occurrence)			ECP2029838-15	07/01/2024	07/01/2025	Each Pollution Condition \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Environmental Combined Policy: Additional Insured - Blanket Form ECP 1004 08 18 Included; Waiver of Subrogation Form ENV 2004 06 18 Included / Business Auto Policy: Business Auto - Additional Insured When Required By Contract or Agreement Form 00 CA 0115 Included; Primary & Noncontributory - Other Insurance Condition Form 00 CA 0116 Included; Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation) Form CA 04 44 Included / Workers' Compensation Policy: Waiver of Our Right To Recover From Others Endorsement Form WC 00 03 13 / Excess Liability Policy: Follow Form Excess Liability Schedule of Underlying Insurance Form FFX 8002 07 18 Included.

CERTIFICATE HOLDER SPECIMEN	CANCELLATION 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 

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MISSION STATEMENT

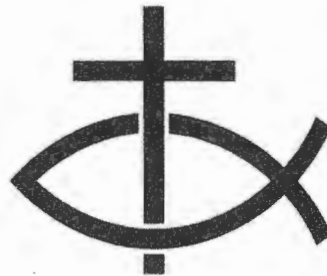
Merrell Bros., Inc. is a family business owned by God. We are part of His family and pray that you are too. Jesus said in John 11:25, "I am the resurrection and the life. He who believes in me will live, even though he dies; and whoever lives by believing in me will never die." Do you believe this? If you do, thank you for being a part of His family. If not, we ask that you will consider allowing Jesus Christ to be a part of your life. None of the work done on this earth is for this world alone. With the help and guidance of the Holy Spirit, we help build the Kingdom. Yes, even through biosolids management, all work is done for His glory.

HOW DO YOU GET TO HEAVEN?

1. Confess to God that you are a sinner deserving of judgment. (Romans 3:23 & 6:23)
2. Believe in your heart that Jesus Christ died for your sins and that He rose again on the third day. (Romans 10:9-10)
3. Now pray this prayer: Lord Jesus, I am a sinner deserving of eternal damnation. Believing that you died for me and rose again, I now call upon your name and ask you to save me, Amen.

We all fall short of the glory of God, but God's gift of sending His son gave us this promise of salvation. God gave us the choice to choose to accept the gift – it cannot be worked for, bought, or earned. All we have to do is ask.

To GOD Be Glory!



MERRELL BROS., INC.

8811 West 500 North
Kokomo, IN 46901

Toll Free: (800)663-8830

Phone: (574)699-7782

Fax: (574)699-7478

www.merrellbros.com





FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Indianhead Biomass, LLC

RESPONSIBLE OFFICIAL:

Mr. Joseph Williams
Manager/Site Operator
Indianhead Biomass, LLC
2020 Country Road 214
Saint Augustine, Florida 32084
Phone: (904) 342 – 5511
Email: wshecky@yahoo.com

PERMIT NUMBER:

FLAB03976

FILE NUMBER:

FLAB03976 – DW1S/NP

ISSUANCE DATE:

August 08, 2018 (001/NP)

EFFECTIVE DATE:

August 08, 2018

EXPIRATION DATE:

August 07, 2023

1ST PERMIT REVISION:

February 1, 2019 (002/RM)

FACILITY:

Indianhead Biomass – Biosolids Management Facility
2020 Country Road 214
Saint Augustine, Florida 32084
St. Johns County
Latitude: 29° 52' 30" N Longitude: 81° 23' 06" 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.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

FACILITY DESCRIPTION:

Indianhead Biomass – Biosolids Management Facility (BMF) is a new Type I Biosolids Treatment Facility which will have a design capacity approximately 45,000 dry tons/year of Class AA biosolids product.

The BMF consist of two composting zones (Zone A (*existing composting zone*) and Zone B (*new composting zone*)) which are located within the existing 119.92-acres Indianhead Biomass vegetated yard-waste composting facility.

From: [Dustin Smith](#)
Subject: FW: Indianhead Biomass, LLC
Date: Thursday, August 15, 2024 9:08:27 AM

From: Zachary Villaverde <zacharyvillaverde@gmail.com>
Sent: Tuesday, March 12, 2024 10:31:49 AM
To: Blake Merrell <blake@merrellbros.com>; Joe Williams <wshecky@yahoo.com>
Subject: Fwd: Indianhead Biomass, LLC

Hey Blake,

See attached from the FDEP stating that we are in administrative extension for our existing permit. We are working on the renewal process now. I hope this will be good for all of our clients to have for their records.

Cheers,

Zach

----- Forwarded message -----

From: Acosta, Brian <Brian.Acosta@floridadep.gov>
Date: Tue, Mar 12, 2024 at 9:55 AM
Subject: Indianhead Biomass, LLC
To: Zachary Villaverde <zacharyvillaverde@gmail.com>, Michael Whelan <michael@gulfstreamdesign.com>, wshecky@yahoo.com <wshecky@yahoo.com>, Petry, Joni <Joni.Petry@floridadep.gov>
Cc: Vo, Dung <Dung.Vo@floridadep.gov>, Sims, Herndon <Herndon.Sims@floridadep.gov>

Zachary

Florida Department of Environmental Protection has placed your application for permit FLAB03976 which expired on August 07, 2023 under administrative extension per

FAC 62-620.335 FAC. If any further information is required, please feel free to contact us.

v/r



Brian Acosta, P.E.

Florida Department of Environmental Protection

Northeast District- Permitting

Engineering Specialist III

Brian.Acosta@FloridaDEP.gov

Office: 904-256-1514



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CONVEYOR BOTTOM TRAILERS



YEAR	MAKE	ID NO.	CAPACITY
2015	Aulick	0276	47 Yds.
2014	Aulick	0273	47 Yds.
2014	Aulick	0274	47 Yds.
2013	Trinity	6075	47 Yds.
2013	Trinity	6076	47 Yds.

YEAR	MAKE	ID NO.	CAPACITY
2012	Trinity	6051	47 Yds.
2012	Trinity	6052	47 Yds.
2012	Trinity	6260	47 Yds.
2009	Trinity	6295	47 Yds.
2009	Trinity	6296	47 Yds.



SEMI TRANSPORT TANKERS



YEAR	MAKE	ID NO.	CAPACITY
2022	Stephens	4101	7,500 gallons
2022	Stephens	4114	7,500 gallons
2022	Stephens	4113	7,500 gallons
2020	Stephens	4088	7,500 gallons
2020	Stephens	4089	7,500 gallons
2016	Stephens	4264	7,500 gallons
2016	Stephens	4265	7,500 gallons
2016	Stephens	4278	7,500 gallons
2014	Stephens	4244	7,500 gallons
2014	Stephens	4245	7,500 gallons
2014	Stephens	4246	7,500 gallons
2014	Stephens	4553	7,500 gallons
2014	Stephens	4554	7,500 gallons
2014	Stephens	4555	7,500 gallons
2014	Stephens	4556	7,500 gallons
2013	Imperial	0001	7,500 gallons
2012	Stephens	4346	7,500 gallons
2012	Stephens	4347	7,500 gallons
2012	Stephens	4348	7,500 gallons
2012	Stephens	4349	7,500 gallons

YEAR	MAKE	ID NO.	CAPACITY
2012	Stephens	4350	7,500 gallons
2010	Stephens	4058	7,500 gallons
2010	Stephens	4059	7,500 gallons
2010	Stephens	4060	7,500 gallons
2010	Stephens	4061	7,500 gallons
2010	Stephens	4062	7,500 gallons
2010	Stephens	4063	7,500 gallons
2010	Stephens	4056	7,500 gallons
2010	Stephens	4055	7,500 gallons
2010	Stephens	4054	7,500 gallons
2009	Stephens	4254	7,500 gallons
1974	Heil	5282	7,500 gallons
1974	Heil	6489	7,500 gallons
1973	Heil	4479	7,500 gallons
1972	Fruehauf	9301	7,500 gallons
1972	Trailmobile	0586	7,500 gallons
1971	Fruehauf	6003	7,500 gallons
1967	Fruehauf	4403	7,500 gallons

