

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AGREEMENTS FOR BID NO. 13-01 EMERGENCY LIQUID BIOSOLIDS HAULING FOR THE SJC UTILITY DEPARTMENT**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with FCC Environmental, LLC, Burney's Septic Tank Service, Inc and Moore's Sand & Septic, Inc, to perform emergency liquid Biosolids hauling services for the SJC Utility Department; and

**WHEREAS**, the scope of the project shall consist of performing hauling services on an as needed basis for the SJC Utility Department during emergency circumstances such as a natural disaster or equipment failure; and

**WHEREAS**, through the County's formal bid process, FCC Environmental, LLC, Burney's Septic Tank Service, Inc and Moore's Sand & Septic, Inc were all determined to be responsive, responsible bidders to enter into a contract with the County to perform the work referenced above; and

**WHEREAS**, the contract is being funded by the SJC Utility Department and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 13-01 to FCC Environmental, LLC, Burney's Septic Tank Service, Inc and Moore's Sand & Septic, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute a Contract with FCC Environmental, LLC, Burney's Septic Tank Service, Inc, and Moore's Sand & Septic, Inc on behalf of the County for emergency liquid Biosolids hauling services as specifically provided in the Bid Documents for Bid No 13-01.

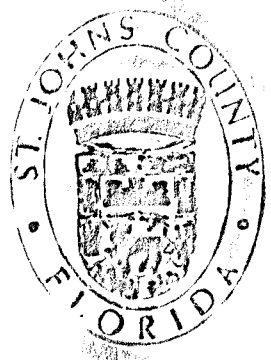
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

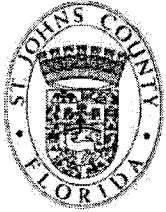
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5 day of February, 2013.

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

By: [Signature]  
BOCC Chair

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





**CONTRACT AGREEMENT**  
**Bid No: 13-01; Emergency Liquid Biosolids Hauling**  
**Master Contract #: 12-MCC-MDO-03883**

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **St. Johns County, FL**, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **Moore's Sand & Septic, Inc**, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 4455 B Manucy Rd, St. Augustine, FL 32084 and whose Phone: (904) 824-8939 and Fax: (904) 824-7868.

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

**ARTICLE 1 - DURATION and EXTENSION**

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of one (1) calendar year, and may be extended for up to a maximum of four (4) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactory performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

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

**ARTICLE 3 - SERVICES**

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to supply perform emergency liquid Biosolids hauling for the St. Johns County Utility Department (SJCUD) in accordance with Bid No: 13-01 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of Bubba Solana, Operations Manager, SJC Utility Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

**ARTICLE 4 - SCHEDULE**

The CONTRACTOR shall perform the required Services as needed by the SJC Utility Department. A schedule for the services to be performed shall be coordinated with the SJC Utility Department. No changes to said schedule shall be made without prior written authorization from the COUNTY's representative.

**ARTICLE 5 - COMPENSATION/BILLING/INVOICES**

- A. The COUNTY shall compensate the CONTRACTOR based upon the unit price of **two hundred fifty dollars (\$250.00) per hour** for the emergency liquid Biosolids hauling services as submitted in the Bid Proposal. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by SJC Utility Department for Services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR's compensation is based upon CONTRACTOR's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory

completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.

- C. The CONTRACTOR shall bill the COUNTY for Services satisfactorily performed, and materials satisfactorily delivered.
- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY may return a bill/invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Utility Department  
ATTN: Frank Kenton, Administrative Manager  
1205 State Road 16  
St. Augustine, FL 32084

- F. FINAL INVOICE: In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "final invoice" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

#### **ARTICLE 6 – TERMINATION**

This Contract Agreement may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

This Contract Agreement may be terminated with cause by the COUNTY upon failure by the CONTRACTOR to comply with any portion of the responsibilities under this Contract Agreement. The COUNTY shall provide written notification of any and all issues of non-compliance, which the CONTRACTOR shall then have five (5) consecutive business days to correct. If correction is not made, or acceptable corrective action has not been taken within the provided five (5) day period, the Contract Agreement may be terminated by the COUNTY for cause upon giving at least fourteen (14) days advance written notice to the CONTRACTOR.

Consistent with other provisions of this Contract Agreement, CONTRACTOR shall be compensated for any services and/or expenses that are both authorized under this Contract Agreement and that are performed and/or accrue up to the termination of this Contract Agreement.

#### **ARTICLE 7 – PERSONNEL**

The CONTRACTOR represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective. The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## **ARTICLE 8 – SUBCONTRACTING**

The COUNTY reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the CONTRACTOR shall promptly do so, subject to approval by the COUNTY.

The COUNTY reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

## **ARTICLE 9 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the COUNTY is exempt from the payment of Sales and Use Taxes. The COUNTY shall execute a tax exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the COUNTY and by the CONTRACTOR that the CONTRACTOR shall not be authorized to use the COUNTY's Tax Exemption status in any manner.

The CONTRACTOR shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from CONTRACTOR's performance under this Contract Agreement.

## **ARTICLE 10 – AVAILABILITY OF FUNDS**

The COUNTY's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the COUNTY will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the COUNTY makes no express commitment to provide such funds in any given COUNTY Fiscal Year. Moreover, it is expressly noted that the CONTRACTOR cannot demand that the COUNTY provide any such funds in any given COUNTY Fiscal Year.

## **ARTICLE 11 - INSURANCE**

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

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

A brief description of operations referencing the Bid/RFP Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

1. **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
2. **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
3. **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
4. **Pollution Liability:** The CONTRACTOR shall maintain during the life of this Contract, Pollution Legal Liability (PLL), with minimum limits of \$2,000,000 per loss, \$2,000,000 annual aggregate for transporters of waste, \$2,000,000 per loss, \$4,000,000 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities (TSDFs), \$4,000,000 per loss, \$8,000,000 annual aggregate for disposal at hazardous treatment, storage and disposal facilities (TSDFs); for bodily injury, sickness, disease, mental anguish or shock sustained by any person including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

For losses that arise during the transportation of waste materials and from the insured facility that is accepting the waste under this contract.

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants in to or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

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

#### **ARTICLE 11 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

## **ARTICLE 13 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

## **ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract Agreement.

## **ARTICLE 15 - NO THIRD PARTY BENEFICIARIES**

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

## **ARTICLE 16 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

## **ARTICLE 17 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any

contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

#### **ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, shall be kept confidential by the CONTRACTOR and shall not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

#### **ARTICLE 20 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

#### **ARTICLE 21 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

## **ARTICLE 22 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

## **ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract Agreement, and the Equipment Lease Agreement signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

## **ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 25 - AUTHORITY TO PRACTICE**

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

## **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 27 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract Agreement. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

## **ARTICLE 28 - FLORIDA LAW & VENUE**

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

## **ARTICLE 29 - ARBITRATION**

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

## **ARTICLE 31 - NOTICES**

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns COUNTY Purchasing Department  
**Attn: Joe Burch, Purchasing Director**  
2446 Dobbs Road  
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Moore's Sand & Septic, Inc  
**Attn: Mr. John G. Moore, President**  
4455B Manucy Road  
St. Augustine, FL 32084

## **ARTICLE 32 - HEADINGS**

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

## **ARTICLE 33 - ACCESS TO RECORDS**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

## **ARTICLE 35 - USE OF COUNTY LOGO**

Pursuant to, and consistent with, COUNTY Ordinance 92-2 and COUNTY Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the COUNTY Seal/Logo without express written approval of the Board of COUNTY Commissioners of St. Johns COUNTY, Florida.

## **ARTICLE 36 - SURVIVAL**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

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

\_\_\_\_\_  
Moore's Sand & Septic, Inc

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

\_\_\_\_\_  
Date

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

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
*[Signature]*  
Assistant County Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
*12/12/12*  
Date of Execution

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST:  
CLERK OF COURT**

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

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**BID NO: 13-01; EMERGENCY LIQUID BIOSOLIDS HAULING**

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Unit Price per hour as submitted on the "Official Total Bid Form" in the Bid Documents. The Unit Price per hour shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY prior to any work being implemented and shall be added to the applicable Contract Amendment.

Unit Price adjustments shall be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the CONTRACTOR and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

**EXHIBIT "B"**

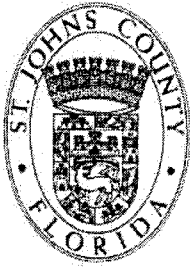
**BID NO: 13-01; EMERGENCY LIQUID BIOSOLIDS HAULING**

**CONTRACT SCHEDULE**

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

***Initial Contract*** – Shall become effective on the date of execution by all parties, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

***Contract Renewal/s*** – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services.



ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

500 San Sebastian View  
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Frank Kenton, Administrative Manager of Utility  
FROM: Jaime Toney-Locklear, Contract Coordinator *JTL*  
SUBJECT: Transmittal of Bids Received for Bid No. 13-01, Emergency Liquid Biosolids Hauling  
DATE: October 24, 2012

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

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

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

Dept. Approval *C. Kenton*  
Date *11/2/12*  
Budget Amount *N/A*  
Account Funding Title *N/A*  
Funding Charge Code *N/A*  
Award to *FCC Environmental, Morris Sand & Septic, Bunnays Septic*  
Award Amount *Based on use*

*This a contingency contract for emergency use only. Funds will be identified as necessary.*  
*Tank Service*

2012 NOV -2 P 2:38

RECEIVED ST. JOHNS COUNTY PURCHASING

**BID NO: 13-01**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, October 24, 2012 by the St. Johns County Purchasing Department for Bid No: 13-01 – Emergency Liquid Biosolids Hauling. SJC Purchasing has a NEW ADDRESS located at 500 San Sebastian View, St. Augustine, FL 32084 where bids must be delivered. Bids will be opened promptly after the 2:00 P.M. deadline. Bids delivered to or received by the St. Johns County Purchasing Department after the 2:00 P.M. deadline shall not be accepted and shall be returned to the sender unopened.

The scope of work shall consist of emergency on-call hauling of water and wastewater liquid wastewater and/or liquid Biosolids for the St. Johns County Utility Department (SJCUD) from and to various locations established by the County. These services shall be performed during extenuating circumstances involving natural disasters, utility outages, sabotage, etc, where the SJCUD requires emergency hauling of liquid wastewater and/or liquid Biosolids to protect public and environmental health.

There will be a **Mandatory Pre-Bid Meeting** held on **Wednesday, October 3, 2012 at 9:00am** at the St. Johns County Utility Administration Building located at 1205 State Road 16, St. Augustine, FL 32084. Attendance at this meeting is required in order for interested firms to be eligible to submit a bid for this project. All vendors must be present and signed in when the doors close promptly at 9:00am. Any individual arriving after this time will not be allowed to sign and will not be eligible to submit a bid for this project.

Any and all questions relative to this Bid must be submitted, *in writing*, to Jaime Locklear, Contract Coordinator, SJC Purchasing Department, via email at [jtoney@sjcfl.us](mailto:jtonev@sjcfl.us) or via fax to 904.209.0159 **no later than close of business (5 P.M.), on Wednesday, October 10, 2012**. Any questions received after this deadline will not be addressed unless previously approved by the SJC Purchasing Director.

Bid Packages are available from Onvia DemandStar, Inc., at [www.demandstar.com](http://www.demandstar.com) by requesting Document #13-01. Vendors registered with DemandStar may download some documents at no charge. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available on the St. Johns County Website Purchasing Department webpage through this link: [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Check the County's site for download availability and any applicable fees. Bid Packages may also be requested from Jaime Locklear, Contract Coordinator, SJC Purchasing Department via email: [jtoney@sjcfl.us](mailto:jtonev@sjcfl.us) or fax: 904.209.0159.

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

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

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

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
CHERYL STRICKLAND, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

**St. Johns County, FL**  
**Bid No: 13-01; Emergency Liquid Biosolids Hauling**  
**MINIMUM SPECIFICATIONS**

**Definition:**

For the purposes of this Bid, the term "Biosolids" shall mean liquid wastewater and liquid Biosolids. The Biosolids that shall be hauled by the Contractor(s) awarded under this bid will not include cake Biosolids or any other solid materials.

**Introduction:**

The St. Johns County Utility Department (SJCUD) maintains ten (10) wastewater treatment facilities and over five hundred (500) lift stations within St. Johns County. The area maintained by the SJCUD is approximately twenty two (22) miles long by twenty (20) miles wide. During emergency situations, such as utility outages, sabotage, hurricanes, flooding, or other abnormal situations, the SJCUD may require assistance with hauling wastewater and wastewater solid materials, hereinafter referred to as Biosolids) between its separate facilities in order to protect public and environmental health.

**Hauling:**

The Contractor shall provide any and all materials, labor, equipment supervision, and transportation to perform emergency hauling of wastewater and/or wastewater Biosolids from a designated point within St. Johns County. The Contractor shall haul any and all materials to the location within St. Johns County designated by the SJCUD at the time of service.

**On-Call:**

The Contractor shall be "on-call" for the duration of the Contract. For the purposes of this bid, "on-call" shall mean that the Contractor must be available to the County, at any time during which the County may require hauling services, especially during inclement weather such as hurricanes, tropical storms, flooding, or other events such as utility outages, and sabotage, and any other abnormal situations which should create the need for the Contractor to perform Biosolids hauling.

**Response:**

In the event of an emergency, or situation where the SJCUD requires hauling assistance by the Contractor, the SJCUD will contact the Contractor via telephone, with a follow-up in writing via email or fax containing written instructions for the services to be performed. Upon notification from SJCUD, the Contractor shall mobilize and arrive at the designated location within ninety (90) minutes from the first contact from SJCUD.

**Equipment:**

The Contractor shall be responsible for providing any and all equipment necessary to perform the required hauling services. A tanker truck with a minimum capacity of four thousand gallons (4,000 gal) shall be utilized for hauling under this contract. If the SJCUD determines the need for additional trucks, the Contractor may utilize additional trucks of similar size and capability as stated above to accommodate the quantity of wastewater and/or wastewater Biosolids to be hauled. Any and all trucks and/or other equipment used by the Contractor for work under this contract shall be billed at the same hourly rate as submitted on the Bid Form.

Any and all vehicles and equipment provided by the Contractor shall be in good operating condition. The County reserves the right to refuse the use of any vehicle or equipment that seems to be in disrepair or in poor operating condition.

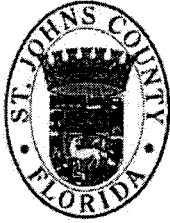
**Documentation:**

All materials hauled by the Contractor must be documented including but not limited to the pickup location, drop-off location, amount in gallons of the material being hauled, the type of material being hauled, times on-site at pickup and drop-off, and the name of the driver performing the hauling. All of the information above shall be submitted by the Contractor with the invoice for services performed.

**Testing:**

No testing of the materials to be hauled shall be required of the Contractor. Should any testing be required, the County will do so at its own expense.

**Land Application:** No land application of any materials shall be required under this contract.



## St. Johns County Board of County Commissioners

Purchasing Division

October 8, 2012

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 13-01; Emergency Liquid Biosolids Hauling

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

#### *Clarifications/Revisions:*

The following language shall be added to the Bid Documents with full force and effect:

#### **PROPERTY DAMAGES**

The County is aware that due to the nature of the services to be performed under this Bid, there may be damages caused to property. The County will make every effort to notify the Contractor(s) of any special or unusual conditions at the designated location(s) that he should be aware of prior to the arrival of the Contractor(s) on site.

Damages such as ruts in grassing and/or sod, cracked sidewalks and/or driveways, or other damages at the collection location(s), if directed by the County to do so to access the collection site(s), shall not be the responsibility of the Contractor(s) to correct. If damages as stated above are caused by the Contractor, without direction from the County to drive on grass or over sidewalks to access collection site(s), then the correction of damages caused shall be the responsibility of the Contractor(s) to correct.

#### *Questions/Responses:*

- 1. If the first notified vendor cannot be on site within the stipulated ninety (90) minute period, but the second vendor can arrive on site within ninety (90) minutes, and the first notified vendor can arrive onsite within two (2) hours, how will that be handled.**

Answer: In the event of an emergency, the County will first notify the vendor with the lowest hourly rate to assist with the necessary hauling services. The vendor shall be required to notify the County, at that time, whether or not he can meet the time requirement. If unable, the County shall notify the vendor with the next lowest hourly rate, etc. If the first vendor can arrive on scene within two (2) hours, the County will keep him on standby incase additional assistance is required depending upon the present circumstances.

- 2. Is the contract for one (1) year?**

Answer: The initial term of the contract is for one (1) year. The Contract has four (4) one year extensions available upon satisfactory performance by the vendor(s). The extensions shall be the option of the County to exercise. The County is under no obligation to exercise any of the available extensions under this Contract.

**3. Is there only the unit price per hour, no holiday or overtime hourly rates?**

Answer: Yes, there is only the unit price per hour, which shall be the final rate paid to the vendor for the performance of services. There shall be no additional fees paid for overtime and/or holidays due to the nature of the services to be performed. The vendor shall receive payment for a minimum of four (4) hours for each job.

**4. Does the pay clock start at the time of arrival on site or at the time of notification?**

Answer: Once the vendor arrives at the designated location, the pay clock shall begin.

**5. Does the clock stop when the vendor leaves the location or when the truck gets back to the yard?**

Answer: The clock stops upon departure from the disposal location. The County does not pay for time back to the vendor's yard.

**6. Who signs the disposal tickets?**

Answer: There will be a designated SJCUD representative who will sign off on the disposal tickets for each load.

**7. Will distance to disposal be added to invoices?**

Answer: No. The unit price per hour must include any and all fees associated with performing the services, including travel to and from collection locations and disposal facility.

**8. Is there a minimum amount of hose that can be specified for the vendor to carry on the truck at all times?**

Answer: Yes, each truck must carry a minimum of eighty feet (80') of hose at all times.

**9. Are there any provisions for property damages?**

Answer: Please see the revisions, clarifications above for language regarding damages.

**10. Can vendors attending pre-bid meeting be provided to interested bidders?**

Answer: The sign-in sheet from the Pre-Bid meeting shall be uploaded to DemandStar along with this addendum.

**THE BID DUE DATE REMAINS: Wednesday, October 24, 2012 at 2:00 P.M.**

Acknowledgment

Sincerely,



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

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

\_\_\_\_\_  
Printed Name and Title

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

**END OF ADDENDUM #1**