

H&H Liquid Sludge Disposal, Inc.

P.O. Box 390, Branford, FL 32008

(800) 653-0386

biosolidsolutions@hhlsd.com

Steve Hacht, President

City of Margate

Biosolids Hauling and Disposal

BID 2025-012

Due: August 14, 2025 at 11:30 am



CITY OF MARGATE BID 2025-012 BIOSOLIDS HAULING AND DISPOSAL

BID BOND REQUIRED: YES
BID OPENING DATE: THURSDAY, AUGUST 14
BID OPENING TIME: 11:30 AM
PAYMENT BOND: NO
PERFORMANCE BOND: NO

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION
PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

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1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1 AGREEMENT/CONTRACT – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

1.1.4 CONTRACTOR - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

1.1.5 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Contract.

1.1.6 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.7 DRAWINGS – The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.8 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

1.1.9 ENGINEER - N/A

1.1.10 FIELD ORDER – A written order issued by the City's Representative or City which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 NOTICE TO PROCEED – A written notice given by the City to Contractor fixing the date on which the Contract Time will commence to run, and on which Contractor shall start to perform Contractor's obligations under the Bid Documents.

1.1.12 PROJECT – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.13 SPECIFICATIONS - Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.14 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

1.1.15 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.17 WORK CHANGE DIRECTIVE – A written directive to Contractor issued on or after the effective date of the Agreement and signed by City and recommended by Engineer or City ordering an addition, deletion, or revision in the Work. A Work Change Directive shall not change the Contract Price or Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

1.1.18 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be accepted in the Purchasing Division Office, 5790 Margate Boulevard, Margate, FL 33063 until 11:30 A.M. Thursday, August 14, 2025 for a completed project to provide all materials, labor, equipment, tools, transportation, and permits for hauling and disposal services for Class B biosolids generated at the City of Margate's Wastewater Treatment Plant.

There will be a non-mandatory pre-Bid meeting at 11:00 AM on Tuesday, August 5, 2025 in the conference room at DEES 901 NW 66th Avenue, Margate FL 33063.

All bids received will be publicly opened and read at the close of bidding in the Commission Chambers of City Hall. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver its proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. One original copy and one electronic version (on a USB drive) shall be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by "**SEALED BID FOR BID NO. 2025-012 BIOSOLIDS HAULING AND DISPOSAL SERVICES**" address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

COMPLETION OF WORK: Please see Special Conditions

The Bidder shall guarantee the total bid price for a period of 90 calendar days from the date of bid opening.

The initial contract term shall be four (4) years, with the option to renew for one (1) additional two-year period, for a total of six (6) years, subject to satisfactory performance and mutual agreement.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to::

Owner and/or Owner Rep:

Marta Reczko
Assistant Director Utilities
Department of Environmental and Engineering Services
901 NW 66 Avenue
Margate, FL 33063

The City of Margate reserves the right to waive informalities and/or irregularities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term “bidder” means one who submits a bid directly to City, as distinguished from a sub-bidder, who submits a bid to a bidder.
2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder’s experience as of recent date on the form entitled “**Reference Sheet**” herein. A “NO BID” for the Work will be accepted from a contractor who does not hold a valid contractor’s license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids.
3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City has reason to believe that collusion exists among the bidders, all bids will be rejected.
4. **BIDDER’S EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1 It is the responsibility of each bidder before submitting a bid, to:
 - (a) Examine the Bid Documents thoroughly,
 - (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
 - (c) Consider federal, state and local laws and regulations that may affect cost, progress, or performance of Work,
 - (d) Study and carefully correlate the bidder’s observations with the Bid Documents, and,
 - (e) Notify the City or the City’s Representative of all conflicts, errors, or discrepancies in the Bid Documents.
 - 4.2 Information and data reflected in the Bid Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City or the City’s Representative by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Agreement or Bid Documents.
 - 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground utilities, and other physical conditions, and possible changes in the Bid Documents due to differing conditions appear in the Agreement.
 - 4.4 Before submitting a bid, each bidder will, at bidder’s own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress of performance on the Work and which the bidder deems necessary to determine the bid for performing the Work in accordance with the time, price, and other terms and conditions of the Bid Documents.
 - 4.5 On request in advance, the City will provide each bidder access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill

all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

4.6 The land upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by the Contractor in performing the Work are identified in the Bid Documents. All additional land and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Bid Documents.

4.7 The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Note: The requirements 4.1 through 4.7 are general bid examination requirements included in all Bid Documents. Only requirements that can be specifically applied to this solicitation shall be in force, at the City's discretion.

- 5. INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than seven (7) calendar days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.
- 6. BID SECURITY, BONDS:** Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds (if required), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. The same shall apply to the use of the performance and payment bond forms.

Pursuant to the requirements of s. 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.
- 7. RETURN OF BID SECURITY:** Within 14 business days after award of the bid or Contract, the City will return the bid securities accompanying the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.
- 8. BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.
- 9. SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS**.
- 10. DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the

bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

11. **QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.
12. **WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.
13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. Oral, telegraphic, telephonic, faxed or electronically transmitted bid or modifications will not be considered.
14. **OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.

15. **AWARD OF BID/CONTRACT:** Award of a bid/contract, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.
16. **EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure all insurance, and furnish all certificates and bonds required by the Bid Documents within

ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. The contract attached as part of this bid document is in substantially executable form. City does not intend to allow or accept modifications to the general format. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the agreement, the City may award the Contract to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the contract) to execute the agreement, each such bidder's bid security shall be likewise forfeited to the City.

- 17. SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in its proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.
- 18. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidders to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the contract at no further expense to the City.
- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirements of s. 287.133 (2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public Work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 20. DISCRIMINATORY VENDOR LIST:** Pursuant to the requirements of s. 287.134 (2)(a) , Florida Statutes, "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
- 21. COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
- 22. TAXES:** The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.
- 23. STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be

accompanied by Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act)

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

Roadways have school crossing areas that are active before 8:30 AM and after 2:00 PM. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Bid Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a subcontractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

- 24. NO BID:** Refer to 'STATEMENT OF NO BID" form incorporated into the bid proposal document.
- 25. SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
- 26. CITY PERMITS:** The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item, permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system ePermitting-ProjectDox and can be obtained from the City's website at www.margatefl.com under BUILDING DEPARTMENT for City Building permits and under ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permits questions should be directed to DEES Department at (954) 972-0828.
- 27. NOTICE TO PROCEED:** The Contractor shall commence Work within ten (10) calendar days after receipt of Notice to Proceed or Purchase Order from the City unless otherwise stated
- 28. LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and Contractor shall be required to provide all necessary endorsements to the City of Margate. The bidder shall be liable for any damages or loss to the City occasioned by

negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

- 29. IDENTICAL TIE BIDS:** Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.
- 30. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida State Statute 112.313.
- 31. FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

32. WARRANTIES:

Warranty of Title:

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended. Offeror shall confer to the City all warranties offered by manufacturers.

Warranty of Material and Workmanship:

Successful Offeror warrants all material and Workmanship for a minimum of one (1) year from date of completion and acceptance by Owner. If within one (1) year after acceptance by Owner, or within such larger period of time as may be prescribed by Law, any of the Work is found to be defective or not in accordance with the bid/contract documents, successful Offeror shall promptly, after receipt of written notice from Owner to do so, correct the Work unless Owner has previously given successful Offeror a written acceptance of such condition. This obligation shall survive termination of the contract.

Warranty of Fitness for a Particular Purpose:

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that Owner is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then Owner, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

- 33. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 34. PRESENCE OF ASBESTOS MATERIALS:** If in the course of Work, the Contractor encounters any existing materials which she/he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.
- 35. INTENT:** It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.
- 36. CONFLICT, ERROR OR DISCREPANCY:** If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby.

- 37. AMENDING AND SUPPLEMENTING BID DOCUMENTS:** The Bid Documents may be amended, upon approval by the City, to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
1. Change Order,
 2. Formal Written Amendment, or
 3. Work Change Directive.
- 38. REPRESENTATION OF CONTRACTOR:** Execution of the Contract or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.
- 39. BEFORE COMMENCING OPERATIONS:** Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to City or City's Representative any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.
- 40. CONTRACTOR SERVICES AND RESPONSIBILITIES:**
- 40.1** The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.
- 40.2** Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.
- Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.
- 40.3** The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.
- 40.4** The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.
- 40.5** If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.
- 40.6** The Contractor shall correct Work which does not conform to the Bid Documents.
- 40.7** Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

40.8 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

40.9 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Contract with the Contractor to perform a portion of the Work, including their agents and employees.

40.10 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project site the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

40.11 The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

40.12 The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

40.13 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

40.14 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

40.15 Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

40.16 Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract

with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if City makes reasonable objection to such change.

40.17 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

40.18 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

- 41. RISK OF LOSS; TITLE:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.
- 42. USE OF PREMISES:** Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises.

During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

- 43. ACCESS TO WORK:** Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.
- 44. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. The limitation for such indemnification shall be \$2,000,000 per occurrence, or 100% of the Contractor's total Bid price, whichever is higher. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any

immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statute.

- 45. SURVIVAL OF OBLIGATIONS:** All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.
- 46. CORRECTION AND REMOVAL OF DEFECTIVE WORK:** If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.
- 47. PAYMENT TO CONTRACTOR:** Providing all Work has been completed and accepted by the City within thirty (30) calendar days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

- 48. PAYMENT TO SUBCONTRACTORS:** The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.
- 49. CITY'S RIGHT TO WITHHOLD PAYMENT:** The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum, reasonable evidence that the Work will not be completed within the contract time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

- 50. HURRICANE PRECAUTIONS:** During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will

be secured by guying and shoring, or removing or tying down loose materials, equipment and construction sheds.

51. CHANGES IN THE WORK:

51.1 City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.

51.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or \$50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

51.3 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract Time will be valid if not submitted in accordance with this paragraph.

52. CONCEALED CONDITIONS: By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this contract. No contract adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

53. CORRECTION PERIOD:

53.1 Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

53.2 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

54. WORK BY CITY OR CITY'S CONTRACTORS:

54.1 The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. If the Contractor claims that

delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

54.2 The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.

54.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

- 55. CLAIMS FOR DAMAGES:** Should either party to the Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.
- 56. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the City or Contractor. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.
- 57. TERMINATION FOR CONVENIENCE OF CITY:** Upon thirty (30) calendar days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Contract is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.
- 58. COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER:** Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative, an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.
- 59. COMPUTATION OF TIME:** When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.
- 60. CONTRACTOR INDEPENDENT:** Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.
- 61. RIGHT TO AUDIT:** City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Contract.

- 62. VENUE AND GOVERNING LAW:** This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 63. VALIDITY OF CONTRACT:** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 64. WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
- 65. OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded a contract as a result of this bid proposal, Contractor will, if it has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB Delivered to the requesting agency.
- 66. DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.**
- 67. SAMPLES:** Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.
- 68. TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.
- 69. DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

- 70. MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.

- 71. EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.
- 72. ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.
- 73. NON-COLLUSIVE STATEMENT:** By submitting this proposal, the Contractor affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)
- 74. CONTRACT RENEWAL:** The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the contract shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding.
- 75. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
- 76. WORKING HOURS AND INSPECTIONS:** The City of Margate's Working hours are Monday through Friday 8 AM – 6 PM. Contractor must plan for, and schedule, inspections within the City's Working hours.
- Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.
- 77. NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
- 78. WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.
- 79. ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.
- 80. CONTRACTOR DELIVERABLES:**
- 80.1 Engineering Permit – three (3) sets of hard copies plus one (1) PDF copy.
 - 80.2 Engineer's cost estimate or copy of contract
 - 80.3 Building Permit – three (3) sets
 - 80.4 Shop drawings – three (3) sets

80.5 Record Drawings (as built) – two (2) sets of hard copies (one full and one half size) plus one (1) PDF copy

80.6 Record Drawings (as built) – 1 AutoCAD (2010 version, geo referenced)

80.7 Operation and Maintenance Manuals – three hard copies plus one (1) PDF copy.

81. NOTICE TO OWNER/NOTICE OF CONTRACTOR FORMS: All “Notice to Owner/Notice of Contractor” forms, for this bid, must be submitted to the following address:

82. REGULATIONS: All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of contract.

83. PUBLIC RECORDS: The Contractor shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain public records required by the City of Margate to perform the service.

b. Upon request from the City of Margate’s custodian of public records, provide the City of Margate 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 provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.

d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the 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 the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate’s custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number:

(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

84. SCRUTINIZED COMPANIES: In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a

contract with an agency or local governmental entity for goods or services if:

- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba and Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

85. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

86. E-VERIFY

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- 2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
 - c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be*

terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

87. RESPONSIBLE VENDOR DETERMINATION: Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

SPECIAL CONDITIONS

The City of Margate Department of Environmental and Engineering Services (DEES) is seeking sealed proposals from qualified contractors to provide hauling and disposal services for Class B biosolids generated at its Wastewater Treatment Plant, located at 6630 NW 9th Street, Margate, FL 33063.

“Wastewater Treatment Plant Biosolids” shall mean the dewatered solid residue with a minimum of 12% solids, treated to Class B standards as defined in F.A.C. 62-640 and 40 CFR Part 503.

Biosolids are dewatered and loaded directly from the belt press into trailers. The contractor shall supply a minimum of four (4) trailers to remain on-site at all times. City personnel will reposition and load trailers as needed.

The plant operates 24 hours a day, 7 days a week; however, pickups may occur at any time during those hours. The contractor must provide hauling services at least five (5) days per week, including some Saturdays, but excluding Sundays and City-observed holidays, unless otherwise notified by an authorized City representative. Schedule changes may be communicated by phone or in writing with at least 48 hours' notice.

Typical hauling demand ranges from one to two trailer loads per day, with an average of approximately six (6) trailers per week.

The contract will be awarded to the lowest responsive and responsible bidder that meets all requirements outlined in this RFP, including demonstrated experience and full compliance with applicable regulations.

SCOPE OF WORK

The City of Margate's Wastewater Treatment Plant (FLA041289) produces Class B biosolids, which are dewatered on-site and require hauling and disposal by a licensed contractor. The contractor shall provide all labor, equipment, supervision, transportation, environmental fees, and permits necessary for:

- Hauling biosolids from the City's facility at 6630 NW 9th Street, Margate, FL 33063.
- Maintaining a minimum of four (4) trailers on-site at all times.
- Disposing of biosolids at an approved and permitted disposal or beneficial reuse site, in accordance with F.A.C. 62-640 and applicable local and state regulations.
- Ensuring all disposal operations are in compliance with permit-specific site conditions, such as weather, groundwater levels, or other environmental restrictions.
- Being responsible for preparing, procuring, and maintaining FDEP biosolids site permits and licensing for all disposal locations.
- Providing the City with any site data or disposal records necessary for regulatory reporting under the City's treatment plant permit.

The biosolids shall be classified as Class B or land-applicable biosolids per F.A.C. 62-640. The City will provide monthly copies of biosolids quality reports submitted to the FDEP to confirm biosolids classification.

The City generates approximately 26 trailer loads per month, with each load averaging 30 cubic yards, equivalent to approximately 1,000 dry tons per year.

Additional contractor responsibilities include:

- Providing suitable trailers, or roll-off containers.
- Maintaining records of volumes hauled and disposed, including certified weight tickets and disposal documentation.
- Cleaning any spills or residue resulting from hauling activities on or near City property.

INSURANCE REQUIREMENTS

The contractor shall maintain the following insurance coverage:

- Commercial General Liability: \$2,000,000 per occurrence.
- Automobile Liability: \$1,000,000 combined single limit.
- Environmental/Pollution Liability: \$1,000,000 per occurrence.
- Workers' Compensation: Statutory limits.

The City of Margate must be named as Additional Insured on all applicable policies. Proof of insurance shall be provided prior to commencing work.

BID SUBMISSION REQUIREMENTS

Each proposal must include:

- A completed Schedule of Bid Prices, with pricing per cubic yard and per 30-cubic-yard load.
- Emergency rate pricing, applicable for urgent requests including:
 - 24-hour response to equipment failures, weather events, or process upsets
 - Off-schedule pickups on Sundays or holidays
 - Mobilizations required with less than 48 hours' notice

Emergency pricing must be clearly indicated in the bid form and include all applicable fees.

- Proof of qualifications and relevant experience, including a list of at least two (2) references from municipal or industrial clients
- Certificates of insurance or letter of intent
- Copies of any applicable state or federal licenses for biosolids hauling and disposal

PRICE ADJUSTMENTS

All pricing shall remain firm and fixed for the duration of the initial contract term. The contractor may request one (1) price adjustment per year during any renewal period or during the contract term, provided:

- The request is submitted in writing at least 60 days in advance of the effective date.
- The adjustment is supported by verifiable documentation, such as disposal facility pricing changes, fuel cost data, or regulatory fee increases.

- The requested increase does not exceed the annual change in the Consumer Price Index (CPI) for All Urban Consumers – U.S. City Average, Water, Sewer, and Trash Collection Services.

If fuel prices or operational costs decrease, the contractor will be required to submit documentation, and the City may require a proportional reduction in pricing or fuel surcharge.

All price adjustments are subject to review and approval by the City. The City reserves the right to reject any price increase it deems unreasonable and, if necessary, terminate the contract.

VOLUME-TO-WEIGHT CONVERSION

The City of Margate's biosolids are Class B dewatered sludge, typically loaded at approximately 30 cubic yards per trailer. Contractors are encouraged to provide certified weight tickets from the disposal facility or an approved certified scale with each invoice. If weight documentation is unavailable, the City reserves the right to calculate payment based on the estimated load rate (1 load ≈ 30 cubic yards). This approach ensures consistency in billing while allowing flexibility when weight certification is not feasible.

EVALUATION AND AWARD

The City will award the contract to the lowest responsive and responsible bidder whose proposal best meets the requirements outlined herein.

The City reserves the right to:

- Reject any or all proposals.
- Waive minor informalities.
- Award the contract in the best interest of the City.

LEGAL AND COMPLIANCE

- Contractor must comply with all applicable local, state, and federal laws governing biosolids management.
- The selected Contractor must be enrolled in E-Verify and provide a Contractor Affidavit of Compliance prior to contract execution.

QUESTIONS & OPTIONAL SITE VISIT

Questions regarding this BID must be submitted in writing, questions received less than 7 days prior to Bid opening may not be answered.

Following the pre-Bid meeting there will be an optional site visit held at the City's Department of Environmental and Engineering Services (DEES) located at 901 NW 66 Avenue, Margate, FL 33063 on Tuesday, August 5, 2025. Attendance is encouraged but not mandatory.

BID PROPOSAL FORM BID NO. 2025-012

**BID TO: CITY COMMISSION
 CITY OF MARGATE**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

Biosolids Hauling and Disposal

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond, and performance bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City at (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number _____	Date _____
_____	_____
_____	_____

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.


To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: H&H LIQUID SLUDGE DISPOSAL, INC.

ADDRESS: P.O. BOX 390

NAME OF SIGNER Steve Hacht
(Print or Type)

TITLE OF SIGNER President

SIGNATURE:  DATE: 8/12/2025

TELEPHONE NO: (800) 653-0386 FACSIMILE NO: (386) 935-0941

EMAIL: shacht@hhlslsd.com

SCHEDULE OF BID PRICES – BID NO. 2025-012

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING UNIT PRICES OR LUMP SUMS. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND BIDDER UNDERSTANDS THAT THE EXTENDED TOTAL FOR EACH AND EVERY ITEM IS THE RESULT OF MULTIPLYING THE QUANTITY TIMES THE UNIT COST STATED IN FIGURES. ANY DISCREPANCY BETWEEN THE UNIT AND TOTAL, THE UNIT PREVAILS.

Option 1: Regular Rates

Option 1: Biosolids Hauling, and Disposal Only Per Cubic Yard Price (Regular Rate) \$ 46.50 Per Cubic Yard

Option 1: Biosolids Hauling and Disposal Only Per-Load Price (30 cubic yards – Regular Rate) \$ 1,395.00 Per Load (30 cubic yards)

Option 2: Emergency Rates

Option 2: Biosolids Hauling and Disposal Only Per Cubic Yard Price (Emergency Rate) \$ 46.50 Per Cubic Yard

Option 2: Biosolids Hauling and Disposal Only Per-Load Price (30 cubic yards – Emergency Rate) \$ 1,395.00 Per Load (30 cubic yards)

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? YES _____ NO X (not applicable)

SPECIFICATION SHEETS/BROCHURES? YES _____ NO X (not applicable)

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CREDIT CARD? PLEASE CHECK ONE YES _____ NO X

BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the City.

- (1) CONTRACTOR'S name and address:

H&H Liquid Sludge Disposal, Inc.

P.O. Box 390, Branford, FL 32008

- (2) CONTRACTOR'S telephone number: (800) 653-0386

- (3) CONTRACTOR'S license: Primary classification: Fertilizer License

State License Number: F001753

Supplemental classifications held, if any:

Name of Licensee, if different from (1) above:

- (4) Name of person who inspected site of proposed Work for your firm:

Name: Joseph Bray Date of Inspection: 7/22/2025

- (5) Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract (if required): Bid Bond

Evergreen National Indemnity Company , (440) 955-5100, Pat Temple

6150 Oak Tree Blvd., Ste 440, Independence, OH 44131

- (6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.

- (7) ATTACH TO THIS BID, a financial statement (**If Required**), references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.

Not Required.

- (8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

Bidder's General Information

(6) Supervisor Resume

Luis Anuez- Logistics Coordinator

Tenure: 19 years

Mr. Anuez has worked in the trucking industry for more than 40 years. He began his career as a semi-truck driver hauling flatbeds and tankers. Mr. Anuez, was a small business owner operator with four trucks, specializing in hauling box freight, cargo containers, dump trailers, lowboys, heavy equipment, gas tankers and hazmat materials.

His first position with H&H Liquid Sludge Disposal, Inc. was as an owner operator truck driver. Next, Mr. Anuez accepted a supervisor roll as a company site coordinator. He gained knowledge and experience managing field personnel, training new hires, coordinating with site land owners and was responsible for maintaining site compliance according to DEP rules and regulations.

Presently, Mr. Anuez is a logistics coordinator. He is responsible for the direct communication between our customers, truck drivers and disposal sites. He coordinates the schedules for 25 – 30 drivers each day. He also oversees the scheduling of maintenance and repairs for the fleet equipment. He is an asset to our company because of the extensive knowledge of all aspects of our business.

Joseph Bray- Plant Supervisor

Tenure: 20 years

Mr. Bray began his time at H&H Liquid Sludge Disposal, Inc. as a semi-truck driver. He was promoted to supervisor where he has now had more than 15 years of experience. He is a physical presence at our customer's facilities giving support to our drivers and inspecting the equipment for maintenance and repairs. He serves as a liaison between the plants, drivers, and office administration.

Bidder's General Information
(8) Subcontractors

A portion of the transportation may be subcontracted to the following hauler:

Residual Management Services, LLC
P.O. Box 390
Branford, FL 32008

Telephone Number: (800) 653-0386
Contact: Steve Hacht, MGR/CEO

BID BOND

Bond #875104

KNOW ALL MEN BY THESE PRESENTS:

That we, H & H Liquid Sludge Disposal, Inc., 6990 US Hwy, 27, Branford, FL 32008 as Principal, and Evergreen National Indemnity Company as Surety, are held and firmly bound unto City of Margate, hereinafter called "City" in the sum of (\$ 100% TAB*****) One Hundred Percent of the Total Amount Bid and 00/100** dollars, (based on a yearly average of 9,360 cubic yards, see Special Conditions) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under the bidding schedule of the City's Contract Documents entitled:

BID 2025-012 BIOSOLIDS HAULING AND DISPOSAL

NOW THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of the agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED and SEALED, this 14th day of August, 2025

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

Evergreen National Indemnity Company
(SURETY)

By: [Signature]
(SIGNATURE)

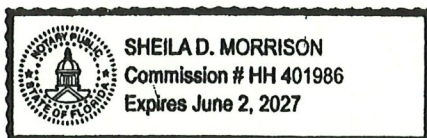
By: [Signature]
(SIGNATURE)
Patricia A. Temple, Attorney-In-Fact

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR ONLINE NOTARIZATION THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 14th DAY OF August, 2025

NOTARY PUBLIC: [Signature]



EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 875103

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

Patricia A. Temple

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

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

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

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Robert W. Shepard, President

By: David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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



WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio)

SS:

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

Signed and sealed in Independence, Ohio, this 14th day of August, 2025.




Wan C. Collier
Wan C. Collier, Secretary

EVERGREEN NATIONAL INDEMNITY COMPANY

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

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

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


Tom Gallagher
Treasurer and Insurance Commissioner



Florida
Department
of Insurance



Evergreen National Indemnity Company

Certificate

2024

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

Statement of Income

Direct Written Premium	42,822,238
Reinsurance Assumed	2,682,370
Reinsurance Ceded	(27,369,832)
Net Written Premium	18,134,776
Change in Unearned	(348,067)
Net Earned Premium	17,786,709
Losses & LAE Incurred	4,472,113
Net Commission Expense	7,715,631
Other Expenses	3,699,951
Underwriting Gain/ (Loss)	1,899,014
Net Investment Income	2,717,323
Net Realized Capital Gains (Loss)	(66,463)
Other Income/ (Expense)	23,536
Income Before FIT	4,573,410
Federal Income Tax	697,989
Net Income	3,875,421

Balance Sheet

Assets

Invested Assets	71,356,873
Uncollected premium and agents' balances	1,795,056
Reinsurance Recoverable	127,245
Other Assets	297,419
Total Assets	73,576,593

Liabilities & Surplus

Unearned Premium Reserve	8,124,892
Loss & LAE Reserves	8,166,014
Ceded Reinsurance Payable	3,180,308
Amounts retained for others	1,788,334
Other Liabilities	2,868,658
Total Liabilities	24,128,206
Surplus	49,448,387
Total Liabilities & Surplus	73,576,593

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2024.


David A. Canzone, Treasurer

REFERENCE SHEET BID NO. 2025-012

In order to receive Bid Award consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): H&H Liquid Sludge Disposal, Inc.

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

CONTACT PERSON: Steve Hacht TITLE: President

TELEPHONE: (800) 653-0386 FACSIMILE: (386) 935-0941

NUMBER OF YEARS IN BUSINESS: 47 years

ADDRESS OF NEAREST FACILITY: 6990 US HWY 27, Branford, FL 32008

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. COMPANY NAME: City of Plantation

ADDRESS: 400 NW 73rd Ave., Plantation, FL 33317 PHONE: (954) 414-7350

CONTACT PERSON: Jules Ameno TITLE: Superintendent

2. COMPANY NAME: Town of Davie

ADDRESS: 3500 NW 76th Ave., Hollywood, FL 33024 PHONE: (754) 242-2903

CONTACT PERSON: Carlos Rodarte TITLE: Lead Operator

3. COMPANY NAME: City of Cocoa

ADDRESS: 375 N Cocoa Blvd., Cocoa, FL 32922 PHONE: (321) 433-8743

CONTACT PERSON: Brent Heimbecker TITLE: Chief Operator

**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
BID NO. 2025-012**

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE:  _____ DATE: 8/12/2025

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2025-012

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors has a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, 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 Chapter 893, Florida Statutes, or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
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 convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER:  DATE: 8/12/2025

OFFEROR'S QUALIFICATION STATEMENT BID NO. 2025-012

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.
Margate, FL 33063

CIRCLE ONE: Corporation Partnership Individual Other

SUBMITTED BY: H&H Liquid Sludge Disposal, Inc.

NAME: Steve Hacht

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

TELEPHONE NO.: (800) 653-0386

FACSIMILE NO.: (386) 935-0941

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: H&H Liquid Sludge Disposal, Inc.

The address of the principal place of business is:

6990 US HWY 27

Branford, FL 32008

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: July 24, 1978

b. State of Incorporation: Florida

c. President's name: Stephen C. Hacht

d. Vice President's name: n/a

e. Secretary's name: Kathryn H. Matthews

f. Treasurer's name: Kathryn H. Matthews

g. Name and address of Resident Agent: _____
Stephen C. Hacht

6990 US HWY 27

Branford, FL 32008

3. If Offeror is an individual or a partnership, answer the following: Not Applicable.

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Not Applicable.

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Not Applicable.

6. How many years has your organization been in business under its present business name?

47 years

a. Under what other former names has your organization operated?

Not Applicable.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

Florida Department of Agriculture Fertilizer License NO. F001753

Broward County Waste Transporter License No. WT-25-0013

Osceola County Department of Health Operating Permit for Sewage Hauling No. 49-SH-1511512

Osceola County Department of Health Operatin Permit of Land Spreading No. 49-LS-1277716

Florida DEP Biosolids Management Facility Permit No. FLA617903

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

H&H Liquid Sludge Disposal, Inc. has not failed to complete awarded work.

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

City of Plantation

Jules Ameno	400 NW 73rd Ave., Plantation, FL 33317	(954) 414-7350
(Name)	(Address)	(Phone Number)

Town of Davie

Carlos Rodarte	3500 NW 76th Ave., Hollywood, FL 33024	(754) 242-2903
(Name)	(Address)	(Phone Number)

City of Cocoa

Brent Heimbecker	375 N Cocoa Blvd., Cocoa, FL 32922	(321) 433-8743
(Name)	(Address)	(Phone Number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

see attachment "Key Individuals"

11. State the name(s) of the individual(s) who will have personal supervision of the work:

Luis Anuez, Logistics Coordinator

Joseph Bray, Plant Supervisor

Offeror's Qualification Statement

(10) Key Individuals

Steve Hacht– President

Tenure: 35 years

Mr. Hacht, son of Founding Partner Rick Hacht, has been with H&H since 1989. He began his career as a field operator, where he learned the technical and mechanical aspects of applying biosolids across pastures and orange groves in an environmentally safe manner. There he also built relationships with ranchers, many of whom still partner with H&H.

After Mr. Hacht mastered land application operations, he went on to receive compliance and safety training by D.O.T., as well as maintenance training by Great Dane and Fruehauf. Shortly after, he was promoted to Fleet Safety Director where he traveled statewide to inspect and coordinate maintenance on more than 250 field and road-certified units. After successfully managing H&H's fleet for several years, Mr. Hacht became a regional supervisor. In this role he managed two lime stabilization plants, a compost facility, and all land application sites on the west coast of Florida.

In 2003 he was promoted to General Manager where, for 15 years, he was responsible for all operations in the company's three regions, ensuring H&H's service obligations to cities, counties and land partners were consistently met. He also assisted H&H's previous president in projecting costs and operational requirements for both liquid and cake biosolids contracts ranging from low-volume liquid shuttles to weekly cake hauls of more than 1,500 wet tons.

Overseeing all aspects of H&H's operations, including hauling, land application and contracts, for 15 years allowed for the accumulation of knowledge and experience that uniquely qualified Mr. Hacht to become President of H&H. He is active in day-to-day business decisions and ambitiously pursues new business opportunities throughout the State of Florida.

Katie Hacht Matthews– Controller

Tenure: 23 years

Mrs. Matthews joined H&H in 2002 as a field supervisor and analyst. She holds a Bachelor of Science degree in Geology from Florida State University.


Since 2008 Mrs. Matthews has served as Controller, where she analyzes and audits financials, drafts and maintains contracts, maintains equipment and personnel compliance files, drafts, implements company policies, and is the liaison to external parties for all financial and insurance matters. Additionally, Mrs. Matthews facilitates the coordination with city and county purchasing departments, to provide contractual and bid documents, certificates of insurance, and other legal documents. She also oversees all invoicing and human resources matters.

Blake Hacht– Compliance Manager

Tenure: 12 years

Mr. Hacht joined H&H as a project manager and field supervisor in 2013 after working in external relations for four years. He holds a Bachelor of Science degree from the University of North Florida and is the liaison to all state, federal and local environmental regulatory agencies.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature: 

State of Florida

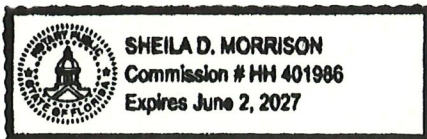
County of Suwannee

On this the 12th day of August, 2025, before me by means of X physical presence or online notarization, the undersigned Notary Public of the State of Florida, personally appeared Steve Hacht and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:




NOTARY PUBLIC, STATE OF FLORIDA

Sheila D. Morrison
(Name of Notary Public: Print,
Stamp or Type as Commissioned.)

- ☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced
☐ DID take an oath, or ☒ DID NOT take an oath

NON-COLLUSIVE AFFIDAVIT FOR BID 2025-012

State of Florida)

County of Suwannee)

Steve Hacht being first duly sworn, deposes
and says that:

He/she is the President, (Owner, Partner, Officer,
Representative or Agent) of H&H Liquid Sludge Disposal, Inc., the Offeror that
has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached
Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror,
firm, or person to submit a collusive or sham Proposal in connection with the Work for
which the attached Proposal has been submitted; or to refrain from bidding in
connection with such Work; or have in any manner, directly or indirectly, sought by
agreement or collusion, or communication, or conference with any Offeror, firm, or person
to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any
overhead, profit, or cost elements of the Proposal price or the Proposal price of any other
Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against (Recipient), or any person interested in the proposed
Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror
or any other of its agents, representatives, owners, employees or parties in interest,
including this affiant.

Signed, sealed, and delivered in the presence of:

Kate Matthews
Witness

[Signature]
Witness

By [Signature]

Steve Hacht

Printed Name
President

Title

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SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: H&H Liquid Sludge Disposal, Inc.

SIGNATURE: 

PRINTED NAME: Steve Hacht

TITLE: President DATE: 8/12/2025

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

CITY OF MARGATE E-VERIFY FORM

Project Name:	Biosolids Hauling and Disposal
Project No.:	BID 2025-012

ACKNOWLEDGEMENT

Definitions:


"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

COMPANY CONTACT INFORMATION

Company Name:	H&H Liquid Sludge Disposal, Inc.
Authorized Signature:	
Print Name:	Steve Hacht
Title	President
Date:	8/12/2025
Phone:	(800) 653-0386
Email:	biosolidsolutions@hhlsd.com
Website:	n/a

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: H&H Liquid Sludge Disposal, Inc. ("Vendor")

Vendor

FEIN: 59-1832613

Address: P.O. Box 390

City: Branford State: FL Zip: 32008

Phone number: (800) 653-03896 Email Address: biosolidsolutions@hhlsd.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By:



Authorized Signature

Print Name and Title: Steve Hacht, President

Date: 8/12/2025

ATTACHMENT A

SAMPLE INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2024

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 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 Producer Name Producer Address Producer Phone Number	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Carrier A INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 12345
INSURED Contractor or Subcontractor Name Contractor or Subcontractor Address		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Environmental Pollution Liability <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Policy Number	10/01/2023	09/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Policy Number	10/01/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	Policy Number	10/01/2023	09/30/2024	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Margate shall be included as an additional insured on the Commercial General Liability policy, as required by the agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Margate
5790 Margate Blvd.
Margate, FL 33063

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

ATTACHMENT B

SAMPLE CONTRACT

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Bid Proposal Form, Schedule of Bid Prices, Information Required of Bidders, Bid Bond, Reference Sheet, Non-Collusive Affidavit, Drug-Free Workplace Form, Scrutinized Companies Certification, E-Verify Form, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

BID NO. 2025-012 BIOSOLIDS HAULING AND DISPOSAL

ARTICLE 3

CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed, subject to authorized adjustments and shall be totally complete and ready for final payment within the frequency time periods indicated in the Bid document Special Conditions section. Failure to achieve timely performance as required in the Special conditions section of the Bid document shall be regarded as a breach of this Contract and subject to appropriate remedies.

The initial contract term shall be four (4) years, with the option to renew for one (1) additional two-year period, for a total of six (6) years, subject to satisfactory performance and mutual agreement.

ARTICLE 4

CONTRACT SUM

1. THIS IS A UNIT PRICE CONTRACT. CITY shall pay to CONTRACTOR the amount equal to \$ _____ /cubic yard multiplied by the number of cubic yards of material hauled to disposal, or \$ _____ per load upon its determination that the services have been completed.
2. Payment shall be made at the total cost of services rendered and invoiced based on the agreed upon unit cost rate. This price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Contract Documents.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within ____ calendar days after its approval.
2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective work not remedied.
 - b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - d. Damage to the CITY or to another contractor not remedied.
 - e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time.
 - f. Reasonable evidence that the work will not be completed within the Contract Time.
 - g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

2. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
3. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.
4. No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
5. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
6. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.
7. **THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
8. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
 - f. Keep and maintain public records required by the City of Margate to perform the service.
 - g. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 provided in this chapter or as otherwise provided by law.
 - h. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
 - i. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the

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 the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

j. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:

(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

9. **SCRUTINIZED COMPANIES:** In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

8.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

.1 One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

.2 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, Florida Statutes; or

.3 Is engaged in business operations in Cuba and Syria.

8.2 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

8.3 The City reserves the right to terminate this contract if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. E-VERIFY

3) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- 4) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
- d) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
 - e) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
 - f) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARGATE

Arlene R. Schwartz, Mayor

Cale Curtis, City Manager

____ day of _____, 20____

____ day of _____, 20____

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

David N. Tolces, City Attorney

____ day of _____, 20____

____ day of _____, 20____

FOR CONTRACTOR

FOR CORPORATION:

President (signature)

(Print Name)

____ day of _____, 20____

Secretary (signature)

(Print Name)

(CORPORATE SEAL)

____ day of _____, 20____

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR BID 2025-012 BIOSOLIDS
HAULING AND DISPOSAL**

ATTACHMENT C

2024 ANNUAL BIOSOLIDS REPORT (FDEP)



**Wastewater Treatment Plant Biosolids Annual Summary
Report
2024**

For:

City of Margate - Wastewater Treatment Plant
Permit #FLA041289

Submitted: February 13, 2025

Department of Environmental and Engineering Services (DEES)

901 NW 66th Avenue, Suite A, Margate, FL 33063 • Phone: (954) 972-0828 • Fax: (954) 978-7349
www.margatefl.com • dees@margatefl.com



Florida Department of Environmental Protection

Division of Water Resource Management

Treatment Facility Biosolids Annual Summary

Part I - Facility Information

FACILITY NAME: Margate WWTF

FACILITY ID: FLA041289

ADDRESS: 6630 N.W. 9th Street
Margate, FL 33063

MONITORING PERIOD From: JAN 1 - DEC 31, 2024

EMAIL (optional):

Total Quantity of Biosolids Land Applied During Reporting Period (dry tons): 1,014.19

Total Number of Biosolids Sites Used During Reporting Period: 5

Part II. Summary of Biosolids Sent to Permitted Biosolids Application Sites (include Florida and out-of-state sites - attach additional sheets if needed)

Site Name	Site ID (if applicable)	Quantity of Biosolids Sent to Site (Dry Tons)	Comments
5R Ranch	FLA289914	16.08	
Circle Cross Ranch	FLA311898	26.06	
Hayman 711 Ranch	FLA617903	921.70	
Deer Park	FLA318655	44.61	
Deseret Ranch	FLA581356	5.74	
Total:		1,014.19	

Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein; and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT (Type or Print)	TELEPHONE NO.
Wendell O. Wheeler	954-972-0828
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	DATE (MM/DD/YY)
[Signature]	02/13/25

INSTRUCTIONS FOR TREATMENT FACILITY BIOSOLIDS ANNUAL SUMMARY FORM

Each facility permitted to land apply biosolids shall complete this form in accordance with Chapter 62-640, Florida Administrative Code, (F.A.C.). The permittee, by no later than February 19 of the year following the reporting period, shall submit the original completed form to the appropriate Department District Office or delegated local program. Use additional sheets if necessary. All information shall be typed or printed in ink.

Part I - Facility Information

Facility Name/Address: Enter the facility name and mailing address as shown on the facility wastewater permit.

Facility ID: Enter the facility identification number as it appears on the facility wastewater permit.

Monitoring Period: Enter the year of the reporting period. A new facility shall report all information from the start of operation through December 31 of its first year.

Total Quantity of Biosolids Land Applied During Reporting Period: Enter the total quantity of biosolids from this facility that was land applied during the reporting period on dry tons (1 ton = 2000 lb).

Total Number of Biosolids Sites Used During Reporting Period: Enter the total number of biosolids application sites used during this reporting period.

These sites must be listed in Part II of this report. (include both Florida and out of state sites.

Part II - Summary of Biosolids sent to Permitted Biosolids Application Site: Enter the applicable information to document the quantity of biosolids sent to each biosolids application site used by the facility during the reporting period. This includes sites in Florida and out-of-state. Attach additional sheets as needed to identify all the application sites used by the facility.

Site Name: Enter the site name as identified in the Facility Biosolids Plan.

Site ID: Enter the official DEP site identification number as identified in the Facility Biosolids Plan.

Quantity of Biosolids Sent to Site (Dry Tons) Enter the quantity of biosolids sent to the biosolids application site in dry tons. Be sure to correctly convert quantities (i.e. gallons, wet tons, cubic yards) to dry tons.

Comments: Enter any comments deemed appropriate to provide any relevant information to DEP.

Certification: This report must be signed in accordance with Chapter 62-640, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached and the date the report is signed.

Basic Formulas for Calculating Dry Tons:

A. Dry tons = Wet tons x Percent Solids (decimal)	Example: 40 wet tons of biosolids at 15% total solids Dry tons = 40×0.15 Dry tons = 6
B. Dry tons = gallons of biosolids x 8.34 lb/gallon x ton/2000 lb x Percent Solids (decimal)	Example: 6,000 gallons of biosolids at 4% total solids Dry tons = $6000 \text{ gal} \times 8.34 \text{ lb/gal} \times \text{ton}/2000 \text{ lb} \times 0.04$ Dry tons = 1
C. Dry tons = cubic yards (wet) of biosolids x Y lb/cubic yard x ton/2000 lb x Percent Solids (Y = site-specific bulk density of biosolids)	Example: 20 cubic yards of biosolids at 15% total solids and 1800 lb/cubic yard Dry tons = $20 \text{ cu yds} \times 1800 \text{ lb/cu yds} \times \text{ton}/2000 \text{ lb} \times 0.15$ Dry tons = 2.7

City of Margate, Florida
Department of Environmental and Engineering Services
Annual Residual Report for Calendar Year 2024

TABLE I

2024	East Plant Digester Total Pounds Solids Removed (dry weight) pounds	S.O.U.R. Test Results depletion mgO2/hour/g	East Sanitaire Digester Total Pounds Solids Removed (dry weight) pounds	% Volatile Solids Reduction	West RBC Digester Total Pounds Solids Removed (dry weight) pounds	% Volatile Solids Reduction
January	30,900	0.93	70,000	42	44,400	54
February	59,000	1.07	68,900	43	42,900	49
March	30,000	1.41	65,700	48	49,300	52
April	46,300	1.16	70,800	43	46,000	57
May	35,800	1.44	76,800	44	29,900	60
June	34,400	1.46	41,800	66	34,800	69
July	14,300	0.61	67,400	66	45,600	69
August	23,900	0.74	35,900	54	23,600	52
September	13,800	0.71	60,000	40	44,300	40
October	23,900	0.79	57,700	53	18,300	71
November	13,800	0.57	104,700	41	25,800	35
December	23,900	0.88	108,200	48	OS	OS
Total	350,000	11.76	827,900	587.95	404,900	608
Average	29,167	0.98	68,992	49.0	36,809	55.3

TABLE II

THE CITY OF MARGATE, FLORIDA
DEPARTMENT OF ENVIRONMENTAL AND ENGINEERING SERVICES
MONTHLY RESIDUAL ANALYSIS- COMPOSITE SAMPLE
METALS ANALYSIS

2024	Total Nitrogen (NOx+TKN)		TOTAL PO4		POTASSIUM		As (mg/kg dry weight)		Cd (mg/kg dry weight)		Cu (mg/kg dry weight)		Cr (mg/kg dry weight)		Pb (mg/kg dry weight)		Hg (mg/kg dry weight)		Mo (mg/kg dry weight)		Ni (mg/kg dry weight)		Se (mg/kg dry weight)		Zn (mg/kg dry weight)		pH	TOTAL SOLIDS
	% G		% G		%																						UNITS	%
	EPA 351.3/351.1	DEP Code	EPA 365.4/365.1	DEP Code	3050/7610 3050/6010	DEP Code	3050/ 6010	DEP Code	3050/ 6010B	DEP Code	3050/ 6010	DEP Code	3050/ 6010	DEP Code	3050/ 6010	DEP Code	3050/ 7471	DEP CODE	3050/ 6010	DEP Code	3050/ 6010	DEP Code	3050/ 6010	DEP Code	3050/ 6010	DEP Code	EPA 150.1	EPA 160.3
QTR # 1	7.13		2.80		0.18		3.46		0.77		139		11.3		9.17		0.43		6.65		8.27		5.37		679		6.74	16.7
QTR # 2	7.45		2.78		0.28		4.25		1.02		170		10.7		13		0.62		7.34		9.08		6.34		787		6.79	14.9
QTR # 3	6.67		2.36		0.27		4.13		0.79		160		11.9		16.4		0.51		6.47		9.1		6.69		797		6.74	16.0
QTR # 4	8.20		2.09		0.23		3.59		0.77		146		9.92		11.5		0.4961		6.99		8.5		6.16		743		7.20	15.5
Average	7.36		2.51		0.24		3.86		0.84		154		11.0		12.5		0.52		6.86		8.7		6.14		752		6.87	15.8

DEP Codes: U =Below Detection Limit, no detected; V =Present in blank, I =Value between the MDL and the PQL.

City of Margate
Biosolids Quarterly Fecal Coliform Geometric Mean

Sample: Press Sample Composite

2024	Fecal Coliforms	Units
Quarter # 1	30473	MPN/g
Quarter #2	35087	MPN/g
Quarter #3	31888	MPN/g
Quarter #4	44325	MPN/g
Average	35443	MPN/g

The City of Margate, FL - D.E.E.S.,
Wastewater Treatment Plant - Monthly Operating Report
Margate - East Plant - GMS# 5006M01986 LABORATORY TNI # E56131
Test site Identification Number - 5006X12373

SPECIFIC OXYGEN UPTAKE RATE

DATE 2024	grams/ 10 mL	depletion mg/hour/g
January	0.1550	0.93
February	0.1740	1.07
March	0.1570	1.41
April	0.1460	1.16
May	0.1090	1.44
June	0.1040	1.46
July	0.0660	0.61
August	0.1100	0.74
September	0.1030	0.71
October	0.0820	0.79
November	0.1380	0.57
December	0.1290	0.88
Average	0.1228	0.98

Federal Register/Vol.58, No.32/Friday, February 19, 1993/Rules and Regulations 503 (5)(b)(4),
The Specific Oxygen Uptake Rate (SOUR) for sewage sludge treated in an aerobic process shall
be equal or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight
basis) at a temperature of 20 degrees Celsius.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2025

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 Acrisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748	CONTACT NAME: Certificates PHONE (A/C. No. Ext): 800-407-4077 E-MAIL ADDRESS: certsSE@Acrisure.com	FAX (A/C. No): 321-752-7980
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Interstate Insurance Company		31895
INSURER B: National Indemnity Company		20087
INSURER C: Upland Specialty Insurance Company		16988
INSURER D: AXIS Specialty Insurance Company		15610
INSURER E: Markel Insurance Company		38970
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1385241717**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
D	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EMP1900057007	6/1/2025	6/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	73TRB006154	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	USXTL0575525	6/1/2025	6/1/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	AVWCFL3355082025	3/14/2025	3/14/2026	PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D E	Pollution Liability Equipment Included Property	Y	Y	EMP1900057007 MKLM5IM0056959	6/1/2025 6/1/2025	6/1/2026 6/1/2026	Aggregate Limit 90% Co Insurance \$1,000 DED 1,000,000 Wind DED \$25,000 Wind DED \$10,000

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

CITY OF MARGATE IS INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY FOR WORK PERFORMED BY INSURED.

CERTIFICATE HOLDER**CANCELLATION 30**City of Margate; Clity Clerk; Dept of Environ & Eng SCVS
5790 MARGATE BLVD
Margate FL 33063-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of Florida

Department of State

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

The document number of this corporation is 579930.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on March 20, 2025, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of March, 2025*




Secretary of State

Tracking Number: 8502297627CC

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

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

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 579930

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

Current Principal Place of Business:

6990 US HWY 27
BRANFORD, FL 32008

Current Mailing Address:

P O BOX 390
BRANFORD, FL 32008 US

FEI Number: 59-1832613

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

STEPHEN C. HACHT
6990 US HWY 27
BOX 390
BRANFORD, FL 32008 US

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

SIGNATURE: STEPHEN C HACHT

03/20/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

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

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

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

SIGNATURE: KATHRYN MATTHEWS

SEC/TREAS

03/20/2025

Electronic Signature of Signing Officer/Director Detail

Date

State of Florida
Department of Agriculture And Consumer Services

FERTILIZER LICENSE

Chapter 576, FLORIDA STATUTES

H & H LIQUID SLUDGE DISPOSAL, INC.
P.O. BOX 390
BRANFORD, FL 32008-0390

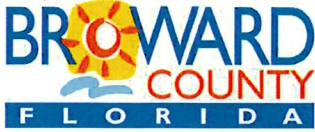
LICENSE NO. F001753

This is to certify that the person whose name and address shown above, has paid the required fees of \$200.00 and is hereby granted this license to distribute fertilizer in the State of Florida as defined in Section 576.021, F. S. This license will expire on June 30, 2026.



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE





Resilient Environment Department
Environmental Permitting Division
1 North University Drive, Mailbox 201, Plantation, Florida 33324
Phone * 954-519-1483 Fax 954-519-1412

WASTE TRANSPORTER LICENSE

H & H Liquid Sludge Disposal, Inc.
Attention: Steve Hacht, President
PO BOX 390
Branford, FL 32008

License Number: WT-25-0013

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with the provisions of Article 1, Division 4 of the Code.

Nature of Business:

Sludge Hauling
Dry Sludge

L O R I D A

Prepared By: Stephanie Christine
Application Received: 01/23/25
Date of Issue: 01/24/25
Renewal App. Due: 12/02/26
Expiration Date: 01/31/27

Digitally signed by Amede
Dimonnay
Date: 2025.01.24 07:18:32 -05'00'

Environmental Permitting Division

WASTE TRANSPORTER LICENSE

GENERAL CONDITIONS

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Resilient Environment Department (RED) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). RED will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.
- (2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by RED.
- (3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify RED within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to RED that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the Licensee's premises during the entire life of the license.
- (6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.
- (7) The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
- (9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to RED personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of RED, and any forbearance on behalf of RED to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of RED's rights hereunder.

This Receipt is issued pursuant to
County ordinance 87-36

2024/2025 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1060884
EXPIRES September 30, 2025

Business Type Misc. Public Serv.
Location 6990 US Hwy 27
Out Of Area 32008

**New Business
Transfer**

Business Name **H&H Liquid Sludge Disposal
Inc**

Owner Name H&H Liquid Sludge Disposal Inc

**Mailing
Address** PO Box 390
Branford FL 32008



Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

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

This form becomes a receipt only when validated below

Paid by receipt(s) 2023-8540651 on 09/23/24 for \$22.00



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

49-SH-1511512

49-BID-7370316

Miscellaneous - Sewage Hauling

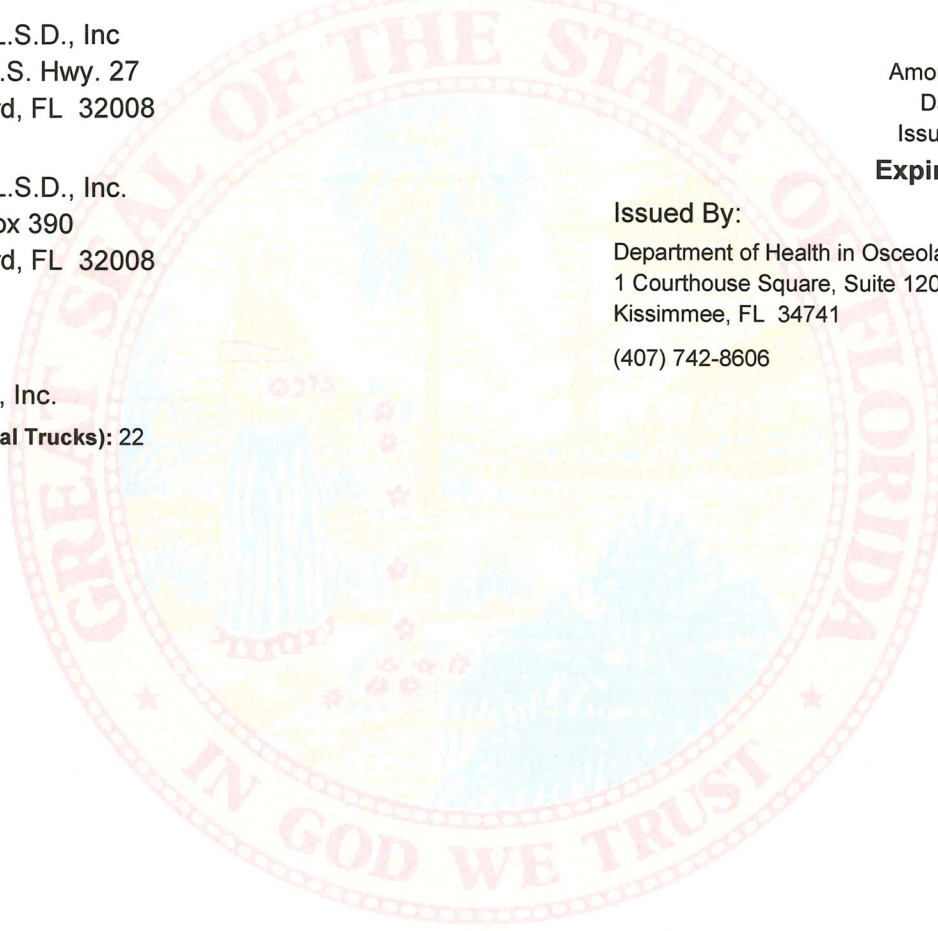
Issued To: H & H L.S.D., Inc
6990 U.S. Hwy. 27
Branford, FL 32008

County: **Osceola**
Amount Paid: \$1,100.00
Date Paid: 09/30/2024
Issued Date: 10/01/2024
Expires On: 09/30/2025

Mail To: H & H L.S.D., Inc.
P.O. Box 390
Branford, FL 32008

Issued By:
Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741
(407) 742-8606

Owner: H & H L.S.D., Inc.
Total Capacity (Disposal Trucks): 22





STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

49-LS-1277716

49-BID-7390481

Miscellaneous - Land Spread

Issued To: Hayman's 711 Ranch -H & H (Rew, Tom)
711 Hayman Ranch Road
Kenansville, FL 34739

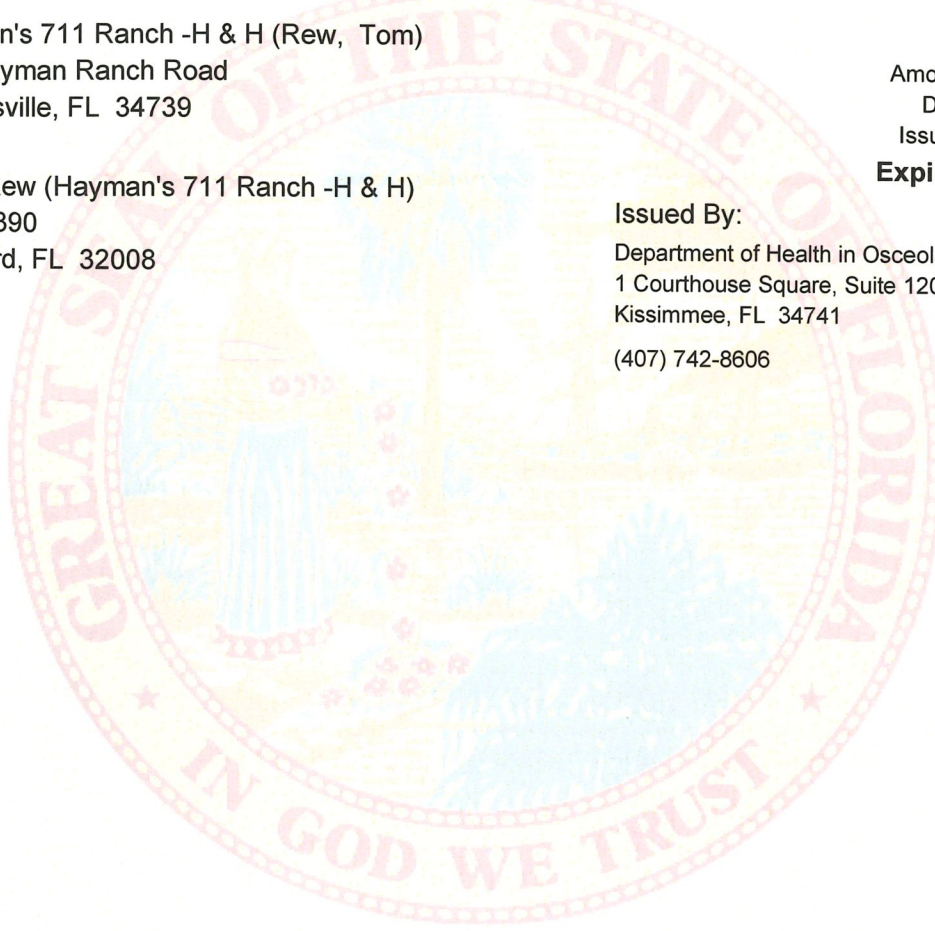
County: **Osceola**
Amount Paid: \$300.00
Date Paid: 09/30/2024
Issued Date: 10/01/2024

Mail To: Tom Rew (Hayman's 711 Ranch -H & H)
P.O.B 390
Branford, FL 32008

Expires On: 09/30/2025

Issued By:
Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741
(407) 742-8606

Owner: Rew, Tom





FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

December 22, 2020

In the Matter of an
Application for Permit by:

H & H Liquid Sludge Disposal Inc.
Steve Hacht, General Manager
P.O. Box 390
Branford, Florida 32008

File Number FLA617903-004-DWB
Osceola County
Hayman's 711 Ranch Biosolids
Management Facility (BMF)

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA617903 to operate the Hayman's 711 Ranch Biosolids Management Facility (BMF), issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on the issuance date of this permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified

representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a), F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point-of-entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767
DEP_CD@dep.state.fl.us

STATE OF FLORIDA BIOSOLIDS SITE PERMIT

PERMITTEE:

H & H Liquid Sludge Disposal Inc

PERMIT NUMBER: FLA617903

FILE NUMBER: FLA617903-002DWB

EFFECTIVE DATE: December 17, 2017

1ST REVISION DATE: April 9, 2019

2nd REVISION DATE: December 22, 2020

EXPIRATION DATE: December 16, 2027

RESPONSIBLE OFFICIAL:

Steve Hacht
General Manager
P.O. Box 390
Branford, Florida 32008
shacht@hhlsl.com/biosolidssolutions@hhlsl.com
(800) 653-0386

SITE:

Hayman's 711 Ranch Biosolids Management Facility (BMF)
P.O. Box 117, Hayman Ranch Road
Kenansville, Florida 34739
Osceola County
Latitude: 27° 50' 11.57" N Longitude: 80° 57' 58.95" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). The above-named permittee is hereby authorized to manage the biosolids application site in accordance with the documents attached hereto and specifically described as follows:

BIOSOLIDS APPLICATION SITE:

Hayman's 711 Ranch is a biosolids land application site consisting of approximately 4,564.55 acres that are used for biosolids application. The application site is divided into application zones as shown in Condition I.2 of the permit. The site is utilized for cattle ranching and the crops are Bahia grass and Floralta.

An updated Nutrient Management Plan must be submitted in accordance with Condition IV. 1 of this permit.

1st Revision FLA617903-003: An application was received February 25, 2019, requesting the addition of nine new application zones designated as A15, B8, B16, B18, B21, C9-2, C9-3, C9-4 and C17 and totaling 497.68 acres. The Department approved the addition of the new zones, bringing the total application area to 4,236.41 acres for biosolids application.

2nd Revision FLA617903-004: An application was received July 17, 2020, requesting the addition of six new application zones designated as A3N, A6N, A6S, A12E, A12W, and A14 and totaling 328.14 acres. The Department approves the addition of these six zones bringing the total application area to 4,564.55 acres for biosolids application. Senate Bill (SB) 712 requires implementation of Conditions III. 22. and 23. of this permit. Administrative Order (AO) Number CD-20-WW-903 has been issued with this permit to allow the facility time to implement the requirements of SB 712.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this Cover Sheet and Part I through Part V on pages 1 through 11 of this permit, the approved Nutrient Management Plan (NMP), and the requirements of Chapter 62-640, F.A.C.

PERMITTEE: H & H Liquid Sludge Disposal Inc.

PERMIT NUMBER: FLA617903-004

EXPIRATION DATE: December 16, 2027

I. BASIC REQUIREMENTS

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to land apply biosolids at the Hayman's 711 Ranch. [62-640]
2. In accordance with the NMP, land application of biosolids is authorized on the Biosolids Application Zones listed in the table and depicted on the maps attached to this permit.

Zone Number	Applicable Acreage Amounts		Zone Number	Applicable Acreage Amounts
A1N	130.35		C1	48.63
A1E	46.13		C2	31.81
A1W	91.45		C3	61.62
A2	118.86		C4	44.41
A3N	56.77		C5	32.97
A3S	80.14		C6	124.55
A5	139.41		C7	94.23
A6N	41.38		C8-1	46.44
A6S	46.60		C8-2	53.56
A7	57.95		C8-3	47.14
A9	127.93		C9-1	81.98
A10	123.72		C9-2	68.26
A11N	47.18		C9-3	31.49
A11S	62.40		C9-4	57.86
A12E	60.50		C9-5	61.10
A12W	65.10		C9-6	103.77
A13	57.79		C10E	52.32
A13N (A)	46.96		C10W	89.60
A14	50.09		C13	165.50
A15	37.70		C14	111.97
A16	67.48		C17	93.72
B8	22.63		D1	134.20
B9	88.15		D2E	74.92
B10	105.03		D2W	111.21
B11	113.84		D4	170.06
B12	108.53		D6	233.65
B16	19.79		D7	157.49
B18	129.32		TOTAL	4564.55
B21	36.91			

[62-640.500(4)]

3. The site shall be operated in accordance with the NMP which establishes specific application rates and procedures for each application zone, **including incorporation to a depth of 6 inches within 24 hours of application with a depth to ground water of at least 30 inches.** [62-640.500(5)(e)]
4. Land application of biosolids shall not result in a violation of Florida water quality standards pursuant to Chapter 62-302, F.A.C., and Chapter 62-520, F.A.C. [62-640.400(2)]
5. The treatment, management, transportation, use, or land application of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-640.400(6)]
6. Biosolids shall not be spilled from or tracked off the land application site by the hauling vehicle. [62-640.400(9)]

II. MONITORING, RECORDKEEPING, REPORTING, AND NOTIFICATION REQUIREMENTS

A. Soil Monitoring Requirements

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

Ground Water Monitoring Requirements

4. Ground water monitoring is not required at this time. Ground water monitoring is only required when the application rate in the approved NMP exceeds 400 lbs of plant available nitrogen per acre per year. A permit revision is required to approve revising the NMP to exceed 400 lbs of plant available nitrogen per acre per year.

B. Record Keeping Requirements

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

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

2. The permittee shall maintain biosolids application logs and records for each application zone indefinitely and shall make these records available for inspection within seven days of request by the Central District Office. Logs and records for the most recent six months of application shall be maintained at the site and be available for inspection. The logs and records shall include:
 1. A copy of the approved NMP
 2. For Class A and B biosolids, the cumulative loading amounts for each zone in accordance with Rule 62-640.700(7), F.A.C.
 3. Biosolids Application Site Log, Form 62-640.210(2)(e), F.A.C., for each application zone
 4. The results of all soil and ground water monitoring
 5. Any records necessary for demonstrating compliance with the NMP such as crop planting records, harvesting dates, harvested yields, applications of other sources of nutrients, or other records identified in the NMP

[62-640.650(4)(j)]

C. Reporting Requirements

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

D. Notification Requirements

1. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to the Department's Central District Office at the address specified below:

 Department's Central District Office
 3319 Maguire Blvd, Suite 232
 Orlando, Florida 32803-3767

 Phone Number - (407) 897-4100
 Email Address - DEP_CD@dep.state.fl.us [62-620.305]
2. Surface or ground water quality violations that are discovered as a result of testing shall be reported to the Department within 24 hours of discovery. [62-640.650(6)(b)]
3. The permittee shall notify the Department and facilities sending biosolids to the site in writing at least 60 days before ceasing operation of a permitted biosolids land application site. [62-640.650(6)(h)]
4. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within the biosolids application site. The permittee shall immediately implement measures appropriate to control the entry of contaminants and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]
5. If ownership of a land application site changes prior to the expiration of one of the time period restrictions established by Rule 62-640.700(12), F.A.C., the existing owner shall disclose the restrictions to the prospective owner prior to transferring ownership. [62-640.700(12)(j)]
6. If the cumulative loading of molybdenum is 35.7 lbs. per acre or greater on sites where Class A or B biosolids are applied, the permittee shall notify the landowner(s) and owners of grazing animals in writing within 30 days of the discovery. [62-640.650(6)(i)]
7. Animals found grazing within 30 days application of Class B biosolids shall be reported by the site manager to the Florida Department of Agriculture and Consumer Services, Bureau of Animal Disease Control within 2 weeks. [62-640.700(12)(h)]

III. APPLICATION REQUIREMENTS

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

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

[62-640.700(7)(b)]

3. If one or more zone(s) changes ownership or becomes part of a different application site, the cumulative loading determination for the zone(s) shall account for the prior applications of Class A or B biosolids. [62-640.700(7)(c)]
4. If the cumulative loading amount of one or more of the pollutants is not known in a zone that was previously applied with Class A or B biosolids, no further application of biosolids shall be made to that application zone, unless the permittee establishes cumulative loading amounts by calculation methods and analysis or soil testing. [62-640.700(7)(d)]
5. Biosolids shall be applied with appropriate techniques and equipment to assure uniform application over the application zone. [62-640.700(6)(a)]
6. The spraying of liquid domestic wastewater biosolids shall be conducted so that the formation of aerosols is minimized. Spray guns shall not be used. [62-640.700(6)(d)]
7. Biosolids shall not be applied at an application zone during rain events that cause ponding or sheet flow, when ponding exists, or when surface soils are saturated. [62-640.700(11)(a)]
8. If application site slopes exceed three percent in one or more application zones, biosolids shall be injected or incorporated, unless addressed in the approved NMP. [62-640.700(11)(b)]
9. Biosolids shall not be stored, stockpiled, or staged for more than seven days. [62-640.700(6)(e)]
10. Application sites that receive Class B biosolids shall be posted with appropriate advisory signs that identify the nature of the project area and are clearly noticeable. Signs shall be posted at all entrances to sites, and the words "Class B Biosolids Site," "Sitio con Biosólidos," "Public Access Prohibited," "Prohibido el Acceso al Público," and the name and contact information of the site manager shall appear prominently on these signs. For unfenced sites, additional signs with the words "Public Access Prohibited" and "Prohibido el Acceso al Público" appearing prominently shall be posted at the corners and at a maximum of 500 feet intervals along the boundaries of the application sites or zones. All signs shall have letters at least 2 inches in height and shall be maintained and be legible. [62-640.700(6)(f)]
11. Class B biosolids shall only be applied to restricted public access areas. The public shall be restricted from the application zone for 12 months after the last application of biosolids. [62-640.700(12)(a)]
12. **A minimum unsaturated soil depth of two feet is required between the depth of biosolids placement and the water table level at the time the Class A or Class B biosolids are applied to the soil. Biosolids incorporated to a depth of six inches, required a depth of 30 inches to groundwater.** The water table level shall be determined in one or more representative locations in the application zone before each application of biosolids by measuring the water level in a monitoring well or piezometer. [62-640.700(10)]
13. The setback distances in the following table shall be met for Class A or B biosolids, except as provided below.

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

* Setbacks from surface waters shall be vegetated.

**May be reduced with building owner consent

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

[62-640.700(8)]

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

Conditions Applicable After July 1, 2021

22. Biosolids sites shall be enrolled in the Florida Department of Agriculture and Consumer Services' (FDACS) best management practices (BMP) program or be within an agricultural operation enrolled in the program for the applicable commodity type. [SB 712]
23. Biosolids shall not be applied on soils that have a seasonal high water table less than 6 inches from the soil surface or within 6 inches of the intended depth of biosolids placement, unless a Department-approved nutrient management plan and water quality monitoring plan provide reasonable assurance that the land application of biosolids at the site will not cause or contribute to a violation of the state's surface water quality standards or ground water quality standards. **Administrative Order (AO) CD-20-WW-903 provides interim conditions and time to demonstrate reasonable assurance.** [SB 712]

IV. OTHER SPECIFIC CONDITIONS

1. An updated Nutrient Management Plan shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Submit an updated Nutrient Management Plan, with new Soil Fertility Testing results and P-index calculations.	July 1, 2022

[62-620.320(6)]

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

V. GENERAL CONDITIONS

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

[62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.

- a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
 - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
 - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.
[62-620.610(18)]
19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
1. 20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. For noncompliance events related to sanitary sewer overflows or bypass events, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (sanitary sewer overflows or bypass events), type of sewer overflow (e.g., manhole), discharge volumes by the treatment works treating domestic sewage, types of human health and environmental impacts of the sewer overflow event, and whether the noncompliance was related to wet weather. The written submission may be provided electronically using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification"). Notice required under paragraph (d) may be provided together with the written submission using the Business Portal. All noncompliance events related to sanitary sewer overflows or bypass events submitted after December 21, 2020 shall be submitted electronically.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 1. Any unanticipated bypass which causes any reclaimed water or the effluent to exceed any permit limitation or results in an unpermitted discharge,
 2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 4. Any unauthorized discharge to surface or ground waters.
 - b. Oral reports as required by this subsection shall be provided as follows:
 1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as

soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:

- a. Name, address, and telephone number of person reporting;
 - b. Name, address, and telephone number of permittee or responsible person for the discharge;
 - c. Date and time of the discharge and status of discharge (ongoing or ceased);
 - d. Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - e. Estimated amount of the discharge;
 - f. Location or address of the discharge;
 - g. Source and cause of the discharge;
 - h. Whether the discharge was contained on-site, and cleanup actions taken to date;
 - i. Description of area affected by the discharge, including name of water body affected, if any; and
 - j. Other persons or agencies contacted.
2. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.
 - d. In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the State Watch Office pursuant to subparagraph (b)1. above shall also be reported to the Department within 24 hours from the time the permittee becomes aware of the discharge. The permittee shall provide to the Department information reported to the State Watch Office. Notice of unauthorized releases or spills may be provided to the Department through the Department's Public Notice of Pollution web page at <https://floridadep.gov/pollutionnotice>.
 1. If, after providing notice pursuant to paragraph (d) above, the permittee determines that a reportable unauthorized release or spill did not occur or that an amendment to the notice is warranted, the permittee may submit additional notice to the Department documenting such determination.
 2. If, after providing notice pursuant to paragraph (d) above, the permittee discovers that a reportable unauthorized release or spill has migrated outside the property boundaries of the installation, the permittee must provide an additional notice to the Department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

[62-620.610(20)] [62-620.100(3)] [403.077, F.S.]

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

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This

condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

- (3) The permittee submitted notices as required under Permit Condition V. 22. c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition V. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition V. 22. b. (1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition v. 22. b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
- (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
- (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
- (2) The permitted facility was at the time being properly operated;
- (3) The permittee submitted notice of the upset as required in Permit Condition V. 20. of this permit; and
- (4) The permittee complied with any remedial measures required under Permit Condition V. 5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Aaron Watkins, Director
Central District

Date: December 22, 2020

**BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

IN THE MATTER OF:

H&H Liquid Sludge Disposal, Inc.
Steve Hacht, President
Hayman's 7-11 Ranch
P.O. Box 390,
Branford, Florida 32008

**IN THE OFFICE OF
THE CENTRAL DISTRICT**

**Administrative Order No.: CD-20-WW-903
File No.: FLA617903-004-DMB/MR
DEP Permit No.: FLA617903**

ORDER ESTABLISH COMPLIANCE SCHEDULE UNDER SECTION 403.088(2)(f), F.S.

I. STATUTORY AUTHORITY

The Department of Environmental Protection (Department) issues this order under the authority of Section 403.088, Florida Statutes. The Secretary of the Department has delegated this authority to the Director of District Management, who issues this order and makes the following findings fact.

II. FINDINGS OF FACT

1. H&H Liquid Sludge Disposal, Inc. (the "Permittee") is a "person" under Section 403.031, Florida Statutes (F.S.).
2. The Permittee owns and operates a biosolids land application site known as the Hayman's 711 Ranch, DEP Facility ID FLA617903, located at latitude 27° 50' 11.57" N and longitude 80° 7' 58.95" W, on Hayman Ranch Road, Kenansville, Florida, which discharges domestic wastewater into waters of the state as defined in Section 403.031(13), F.S.
3. The Permittee has applied for a permit revision to expand the existing biosolids land application site, under Section 403.088(2), F.S.
4. Biosolids that are land applied have the potential to contaminate ground and surface waters of the state pursuant to Section 403.031(13), F.S.
5. Senate Bill (SB) 712 became effective on July 1, 2020, which establishes requirements for land application of biosolids in addition to the requirements of Chapter 62-640, FAC., and the conditions of the current permit.
6. The Permittee shall comply with the new requirements by July 1, 2022 unless a Department-approved nutrient management plan (NMP) and water quality monitoring plan (WQMP) provide reasonable assurance that the land application of biosolids at the site will not cause or contribute to a violation of the state's surface water quality standards or ground water quality standards, per SB 712. The permittee has elected to start work on the required demonstration for the whole site at this time because the permit is being revised and the land application site is being modified. The final conditions are needed in the revised permit because the current permit does not expire until December 2027.
7. Sections 403.088(2)(e) and (f), F. S., authorize the Department to issue a permit for the discharge of wastes into waters of the state, accompanied by an order establishing a schedule for achieving compliance with all permit conditions if the specified criteria are met.
8. The Department finds that:
 - (a) The applicant is managing and operating an approved biosolids land application system;

- (b) The applicant needs permission to pollute the waters within the state for a period of time necessary to complete research, planning, design, construction, installation, and operation of an approved surface and ground water monitoring program to meet the requirements of SB 712, as stated above;
- (c) There is no present, reasonable, alternative means of disposing of the waste other than by land applying the biosolids using current practices;
- (d) The granting of the revised site permit will be in the public interest; and
- (e) The discharge will not be unreasonably destructive to the quality of the receiving waters.

III. ORDER

Based on the foregoing findings of fact,

IT IS ORDERED,

1. The Permittee shall develop a monitoring plan to ensure that the land application of biosolids at the site will not cause or contribute to a violation of the state's surface water quality standards or ground water quality standards. **The facility shall have in place by December 1, 2025, a Department-approved NMP based on results obtained in the WQMP.**
2. Development and implementation of the program to support the NMP and WQMP shall be completed in accordance with the following schedule:

Task	Due Date
Complete planning and submit design of the WQMP for approval.	December 1, 2021
Document installation of the monitoring system and implementation of the WQMP.	June 1, 2022
Submit monitoring and reporting summary based on the approved plan.	Semiannual Reports, due by August 19 (for the monitoring period from January – June) and February 19 (for the monitoring period from July – December) of each year
Submit Draft NMP and WQMP results to the Department.	June 1, 2025

3. The Permittee shall submit reports to this office to this office by August 19 and February 19, beginning on August 19, 2021 outlining progress toward compliance with the time frames specified in paragraph III. 2.
4. The Permittee shall construct, maintain, and operate its facilities in compliance with all other conditions of Permit No. FLA617903-004.
5. This order may be modified through revisions as set forth in Chapter 62-620, Florida Administrative Code.
6. Reports or other information required by this order shall be sent to DEP_CD@dep.state.fl.us or to 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767.
7. This order does not operate as a permit under Section 403.088, F. S. This order shall be incorporated by reference into Permit No. FLA6179013-004, which shall require compliance by the Permittee with the requirements of this order.

8. Failure to comply with the requirements of this order shall constitute a violation of this order and Permit No. FLA617903-004, and may subject the permittee to penalties as provided in Section 403.161, F. S.

IV. NOTICE OF RIGHTS

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within twenty-one days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within twenty-one days of publication of the notice or within twenty-one days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department in writing for notice of agency action may file a petition within twenty-one days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within twenty-one days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
- (c) A statement of when and how the petitioner received notice of the Department's decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.


This action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this order will not be effective until further order of the Department.

Any party to this order has the right to seek judicial review of the order under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399 3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Aaron Watkins
Director of District Management
FDEP Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767
Phone: (407) 897-4100

CERTIFICATE OF SERVICE

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

Heather Cavanagh, P.E., hpcavanagh@comcast.net
Blake Hacht, H&H Liquid Sludge Disposal, Inc., biosolidsolutions@hhlsd.com
FDEP: Allison Chancy, Reggie Phillips, Dennise Judy, Erin Rasnake, Maurice Barker, Marc Harris

FILING AND ACKNOWLEDGMENT

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



Clerk

December 22, 2020

Date

Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Aaron Watkins, Director
Central District

Attachment(s):

1. Permit No. FLA617903

CERTIFICATE OF SERVICE

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

Heather Cavanagh, P.E., hpcavanagh@comcast.net

Blake Hacht, H&H Liquid Sludge Disposal, Inc., biosolidsolutions@hhlsd.com

FDEP: Allison Chancy, Reggie Phillips, Dennise Judy, Erin Rasnake, Maurice Barker, Marc Harris

FILING AND ACKNOWLEDGMENT

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



Clerk

December 22, 2020

Date