



# **CITY OF DELRAY BEACH**

100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## **RFP No. 2015-32**

### **LIME SLUDGE REMOVAL AND DISPOSAL**

**MAYOR**

**- CARY D. GLICKSTEIN**

**VICE MAYOR**

**- SHELLY PETROLIA**

**DEPUTY VICE MAYOR**

**- AL JACQUET**

**COMMISSIONER**

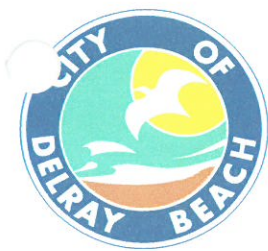
**- JORDANA JARJURA**

**COMMISSIONER**

**- MITCH KATZ**

**CITY MANAGER**

**- DONALD COOPER**



# CITY OF DELRAY BEACH

TEL: (561) 243-7161/7163

FAX: (561) 243-7166

## PURCHASING DIVISION

### REQUEST FOR BID

**BID NO: 2015-32**

**TITLE: LIME SLUDGE REMOVAL AND DISPOSAL**

**ISSUE DATE: February 16, 2015**

**DEPARTMENT: WATER TREATMENT PLANT**

**DUE DATE: Thursday, March 12, 2015**

**TIME: 10:00 A.M. (local time)**

#### INSTRUCTIONS

*All bids shall be submitted in sealed envelopes, mailed or delivered. All sealed bids must be received on or before the due date and time (local time) at the City of Delray Beach, Purchasing Office, 100 NW 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.*

**A MANDATORY PRE-BID CONFERENCE has been scheduled for FRIDAY, FEBRUARY 27, 2015, at 10:00 A.M., located at the Water Treatment Plant, 201 S.W. 7<sup>th</sup> Street, Delray Beach, FL 33444.**  
**For direction please call (561) 243-7319**

**All bids will be publicly opened at City Hall and all bidders and the general public are invited and encouraged to attend. Each Bid submitted shall have the following information clearly marked on the face of the envelope: the Proposer's name, return address, BID number, BID title, due date and time. It is the sole responsibility of the proposer to utilize the forms provided in the bid package and to ensure that his/her bid reaches the Purchasing Office on/or before the closing date and hour as shown above.**

*Included in the envelope shall be ONE (1) unbound original, THREE (3) copies of all bid sheets, and one (1) electronic copy of all submitted materials on CD. The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD or thumb-drive should be in Portable Document Format (pdf).*

*The City's Solicitation information can be obtained from:*

- a) DemandStar - The City of Delray Beach publishes electronic online services for notification and distribution of its Solicitation documents. Please contact DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling them at 1-800-711-1712
- b) Request via email [nadal@mydelraybeach.com](mailto:nadal@mydelraybeach.com)
- c) City of Delray Beach – Hard copies are available at City Hall

*Bidders who obtain Solicitations from sources other than those named above are cautioned that the bid package may be incomplete. The City will not evaluate incomplete bid packages. DemandStar is an independent entity and are not agents or representatives of the City. Communications to these entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.*



**BID No. 2015-32**  
**LIME SLUDGE REMOVAL AND DISPOSAL**

**FEBRUARY 16, 2015**

*This Request for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this BID and by reference are made a part thereof.*

**SCOPE OF SERVICES:** *The City of Delray Beach Water Treatment Division is requesting bids for the removal and proper disposal of dry lime sludge.*

**DUE DATE:** Thursday, March 12, 2015 prior to 10:00 A.M. at which time all bid will be publicly opened and read.

**SEALED BIDS:** *Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be publicly opened and read aloud, immediately after the established closing time and date, at City Hall, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL., first floor Conference Room. Bidders and the general public are invited and encouraged to attend.*

*The following forms must be included in the sealed package:*

- *Indemnity/Hold Harmless Agreement*
- *Cone of Silence*
- *Drug Free Workplace Certification*
- *Corporate Acknowledgment*
- *Certificate (If Corporation)*
- *Schedule of Pricing*
- *Bid Signature Form*

*All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444. Bids time-stamped at 10:01 A.M. or later, will not be considered for award and will be returned to the Bidder.*

**INQUIRIES:** *Questions regarding this solicitation must be sent through email to purchasing, [nadal@mydelraybeach.com](mailto:nadal@mydelraybeach.com). To ensure a timely response, inquiries should be made by Thursday, March 05, 2015 prior to 2:00 P.M. Information in response to inquiries may be published as an Addendum.*

**CITY'S ACCEPTANCE:** *Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by the City Manager and/or City Commission.*

**AWARD:** *The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.*

# CITY OF DELRAY BEACH

**BID No. 2015-32**

**Lime Sludge Removal and Disposal**

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# **GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

## **BID No. 2015-32**

### **Lime Sludge Removal and Disposal**

**DEFINITIONS:** For the purpose of this BID: "Proposer" shall mean contractors, Contractors, agencies, organizations, firms, or other persons' submitting a response to the BID. Any reference in this BID as to bidders or contractors shall mean Proposers or bidder.

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this BID. Proposer should prepare their bid simply and economically providing a straightforward and concise description of the Bidder's ability to meet the requirements of the BID.

The City may record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City may issue a written addendum before the date fixed for receiving the bid. No oral explanation may be given.

All Bidders are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication prior to the opening of the bid.

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by written addendum.

**AS SPECIFIED:** A Contact and/or Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned/cancelled at no expense or penalty to the City of Delray Beach.

#### **1. SUBMISSION AND RECEIPT OF BID:**

- A. *Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.*
- B. *Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation To Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.*
- C. *Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.*
- D. *All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.*

- 2. QUANTITIES OR USAGE:** *Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.*

3. **PRICES AND PRODUCT CONSIDERATION:**

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in this bid will be firm for acceptance for a period of ninety (90) days from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
- F. Economic Price Adjustment: a) there may be a change in the Successful Bidder's price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Successful Bidder must provide Purchasing with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City determines if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing. Only one (1) escalation request will be considered from the Successful Bidder on an annual basis at the time of renewal.

4. **DELIVERY:**

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on bid form.

5. **BRAND NAMES:** If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.

6. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.



7. **SAMPLES:** *Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.*
8. **ACCEPTANCE:** *The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.*
9. **DEFAULT PROVISION:** *In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.*
10. **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, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.*
11. **COMPLIANCE WITH SAFETY STANDARDS:**
- A. *All equipment, machinery, electrical appliances, cords and apparatus shall comply with all provisions of the Florida State Safety Standards.*
- B. *Whenever a bid is sought and services secured for any type of on-site construction the awarded bidder shall remove from the work site at the end of each working day all rubbish and waste debris resulting from his operations. The awarded bidder shall also secure the work site before leaving at the end of each working day.*
12. **MANUFACTURER'S CERTIFICATION:** *The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.*
13. **SIGNED BID CONSIDERED AN OFFER:** *This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.*
14. **SPECIFICATIONS:**
- A. *For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.*
- B. *Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.*
15. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**
- A. **PERMITS:** *Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.*



- B. LICENSES: If you are not licensed to perform work in the City of Delray Beach you **MUST** obtain a "Business Tax License" before a Notice to Proceed will be issued.
- C. LIABILITY INSURANCE: The City prefers the insurance and bonding companies to have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at (561) 243-7150. **See pages 27 – 30 for Insurance Requirements.**
16. AWARD OF BID: The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
17. TAXES: The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified on request. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.
18. EXCEPTIONS TO CONDITIONS, 1 THRU 9 (Boiler Plate): Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.
19. RENEWAL: The successful bidder shall be awarded a contract for two (2) year(s) with the option to renew for two (2) additional one (1) year periods, renewable by the City Commission. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the City Commission.
20. TERMINATION: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
21. ANTI-COLLUSION:
- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).



22. **CONFLICT OF INTEREST:**
- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
  - B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.
23. **CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.
24. **NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.
25. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under contract with any public entity, and may not transact business with any public entity.
26. **PAYMENT PROGRAM:** The City encourages all vendors to utilize our ProcessMe payment program. The ProcessMe program replaces paper checks with an electronic card payment. The City provides the vendor with a Visa (credit card) account number which would be used when the City processes invoices for payment. Contact [accountspayable@mydelraybeach.com](mailto:accountspayable@mydelraybeach.com) for enrollment.

27. **BID PROTEST: PROTEST OF AWARD / PROTEST BOND:** *Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.*

*After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall.*

*Notice of Intent to Reject all Bids, Bid or Responses is subject to the protest procedure.*

**Note:** *Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04*

*Protest shall be addressed to:  
City of Delray Beach  
Chief Purchasing Officer  
100 NW 1<sup>st</sup> Ave  
Delray Beach, FL 33444*

*(Remainder of page intentionally left blank)*



# INDEMNITY/HOLD HARMLESS AGREEMENT

BID No. 2015-32

## Lime Sludge Removal and Disposal

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

CARE Demco  
Contractor's Name Dev-Land Demolition + Site

[Signature]  
Signature

3-10-15  
Date

**CONE OF SILENCE**  
**BID No. 2015-32**  
**Lime Sludge Removal and Disposal**

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this BID, which provides as follows:

**Sec. 2-355. Cone of Silence.**

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, CONTRACTOR, lobbyist, or any actual or potential subcontractor or CONTRACTOR of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Carl Dureau / Dev-Land Development  
Contractor's Name + S.E. Inc.

[Signature]  
Signature

3-10-15  
Date



# DRUG FREE WORKPLACE CERTIFICATION

BID No. 2015-32

## Lime Sludge Removal and Disposal

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: 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 by the State or by any political subdivision for the procurement of commodities or contractual services, 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

- 1) This firm publishes 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) This firm informs 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) This firm gives 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), this firm notifies the 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug free workplace through implementation of this section.

Carol Deveau / Dev-Land Demolition  
Instructor's Name J. S. & Co., Inc.

Signature

Date

3-10-15

**STANDARD FORM OF AGREEMENT  
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT made this 15<sup>th</sup> day of April, 2015, by and between the CITY OF DELRAY BEACH (hereinafter called CITY) and Dev-Land Demolition & Site Inc. (hereinafter called CONTRACTOR).

**WITNESSETH:**

The CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned CONTRACTOR hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The CONTRACTOR, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The CONTRACTOR further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the CITY and the CONTRACTOR include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS	PAGE NUMBERS
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Addenda numbers \_\_1\_\_ to \_\_1\_\_ inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City:                      **City of Delray Beach, FL**  
   100 NW 1st Avenue  
   Delray Beach, FL 33444

As to CONTRACTOR:        **Dev-Land Demolition & Site, Inc.**  
   Carl Deveau, President  
   11240 Brandywine Lake Way  
   Boynton Beach, FL 33473

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.



The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **PUBLIC RECORDS LAWS: CONTRACTOR** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CONTRACTOR** agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the **CONTRACTOR** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the **CONTRACTOR**.

e) If **CONTRACTOR** does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

12. **INSPECTOR GENERAL:** *CONTRACTOR is aware that the Inspector General Of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from CONTRACTOR and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.*


13. **FORCE MAJEURE:** *No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.*

14. *The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the  
day and year first above written.

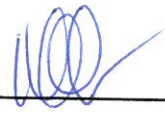
ATTEST:

  
\_\_\_\_\_  
City Clerk

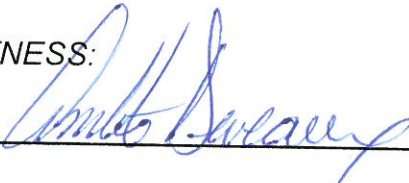
CITY OF DELRAY BEACH, FLORIDA

By:   
\_\_\_\_\_  
Cary D. Glickstein, Mayor

Approved as to form:


  
\_\_\_\_\_  
City Attorney

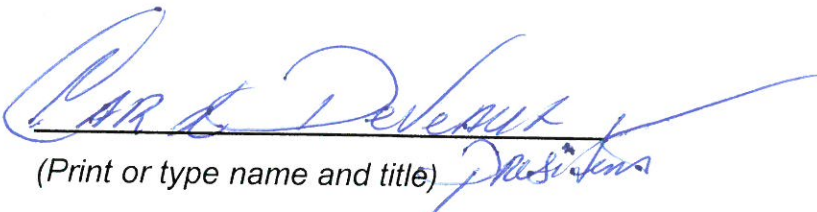
WITNESS:

  
\_\_\_\_\_

CONTRACTOR:

BY:   
\_\_\_\_\_

  
\_\_\_\_\_  
(Print or type name and title)

  
\_\_\_\_\_  
(Print or type name and title)

(SEAL)

## CORPORATE ACKNOWLEDGMENT

STATE OF Florida  
COUNTY of Palm Beach

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2015, by Carl Deveau (name of officer or agent, title of officer or agent), of Devland Demolition site (state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) and has used his/her FL DL (type of identification) as identification.



RAMIE F. FRAY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF175386  
Expires 11/11/2018

Ramie Fray  
Signature of Person Taking  
Acknowledgment

Ramie Fray  
Name of Acknowledger Typed,  
Printed or Stamped



# **CERTIFICATE**

(If Corporation)

STATE OF FLORIDA )

COUNTY OF Palm Beach )

) SS

I HEREBY CERTIFY that a meeting of the Board of Directors of Dev-Land  
Demolition & Site, Inc., a corporation under the laws of the State of

Florida held on 1-19, 2012, the following resolution was  
duly passed and adopted:

"RESOLVED", that Carl Deraux, as President  
President of the corporation, he/she is hereby authorized to execute the Agreement dated  
1-19, 2012, between the City of Delray Beach, Florida and this corporation,  
and that his execution thereof, attested by the Secretary of the Corporation and with corporate  
seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official  
seal of the corporation this 10 day of March, 2015

[Signature]  
(Secretary)

(Seal)

**SCOPE OF WORK**  
**BID No. 2015-32**  
**Lime Sludge Removal and Disposal**

*Contractor shall be responsible for the hauling and disposal of municipal water treatment plant dry lime sludge on an as needed basis. Pickup site is the City of Delray Beach Water Treatment Plant, 200 S.W. 6<sup>th</sup> Street, Delray Beach, Florida, 33444, with access from 201 S.W. Street.*

*Contractor will have and maintain all necessary permits for transport and disposal of the dry lime sludge produced. The Contractor will comply with all regulations pertaining to the transport and disposal of the lime sludge.*

*The Contractor will be responsible for all related costs - whether stated or unstated - for the acceptance, transport, management and disposal of dry lime sludge in accordance with all existing applicable regulations and in compliance with all requirements of this document.*

*The City's facilities are currently operating under regulations issued by Federal and State regulatory agencies. The Contractor shall abide by any order, regulation, permit, license, restriction, injunction, moratorium, or denial of permission to operate the facilities which may be imposed or issued by any agency having jurisdiction. The Contractor shall cooperate with the City during any test, experiment, construction, maintenance, or any other operation, which may affect the production of lime sludge at the City facility.*

*This will be a two (2) year contract, renewable for two (2) additional one (1) year time periods, for a cumulative total of four (4) years.*

**A.     Disposal Site**

*Lime Sludge will be hauled from the designated location to an approved disposal site(s). Contractor shall be responsible for supplying equipment and the manpower necessary for the loading, transporting and disposal of the lime sludge, unless otherwise specified.*

**B.     Scheduling**

*Lime sludge pickups to be made upon request by the Water Treatment Plant Manager or his designee at the Water Treatment Plant, 200 S.W. 6<sup>th</sup> Street, Delray Beach, Florida, 33444.*

*The City will give a two (2) day minimum notice to the contractor for all pickups. Contractor shall notify the Water Treatment Manager immediately whenever unforeseen situations occur that may interfere with the scheduled transport.*

*Contractor agrees that sludge removal operations will not be halted due to transportation problems. Trip/disposal tickets on a form acceptable to the City and FDEP shall establish a chain of custody from the City to the Contractor and quantities delivered.*

*Such tickets shall reflect each load transported and shall match each load referenced in invoices submitted to the City for payment by the Contractor.*

*These tickets will indicate the tonnage of sludge hauled, date, driver and ultimate disposal site for each tanker load. Tickets will be signed by the Water Treatment Manager or his designated representative. The City will retain a copy of the tickets for its records.*



C. **Measurement of Quantities for Billing Purposes**

*Contractor shall coordinate and verify with the Water Treatment Manager or his designee in measuring the quantities of sludge removed. These measurements will be the basis for payment.*

*If trucks are not properly filled, the truck will be turn around and reloaded.*

D. **Dumping Charges**

*The Contractor will be responsible for payment of any and all dumping charges.*

E. **Working Hours and Scheduling Intervals**

*Service shall be performed at hours designated by the Water Treatment Manager or his designee and in such a manner as not to disrupt ongoing operations. Services will generally be required on a normal work day excluding weekends and holidays, however City may require services at any given time.*

*Normal working hours are from 7:00 a.m. to 3:00 p.m. For security reasons Contractor shall not have access to the property after hours, NO EXCEPTIONS.*

F. *Any violations of weight regulations or traffic laws will be the sole responsibility of the Contractor.*

G. *Contractor will completely remove and sanitize any spillage, accidental or otherwise, which occurs on or off the City's site. In addition, the Vendor shall report the spillage to the proper agencies and to the City in a timely manner.*

*The City reserves the right to inspect and reject all modes proposed by the Contractor for transporting the dry lime sludge. The cleanup of any sludge which is dumped, spilled, or discarded in any location other than a site authorized for that purpose, shall be the sole responsibility of the Contractor, and conducted by the Contractor at his expense, in accordance with all applicable laws.*

H. *Quantity shown on pricing page (32,850 CY's) is only an estimate of the amount of lime sludge to be removed over a twelve (12) month time period. The City makes no guarantee of any minimum amount to be transported from the plant during the contract time period.*

*The following are 18 yard trucks hauled per fiscal year.*

FISCAL YEAR	TRUCKS HAULED
FY2011 / 2012	1,001
FY2012 / 2013	789
FY2013 / 2014	898

**Note: the number of trucks varies with how much of the lagoon is dug out in a year.**

I. *The Contractor will have and maintain all permits and shall meet all Federal, State and local rules and policies pertaining to the transport of lime sludge.*

*If new regulations either proposed or in effect at the time of the proposal due date are enacted which cause substantial economic impact upon the Contractor, the City may negotiate with the Contractor to reach a mutually satisfactory resolution to the processing cost differential.*

**BID REQUIREMENTS**  
**BID No. 2015-32**  
**Lime Sludge Removal and Disposal**

**A. Objective**

*The City's objective is to hire a qualified and competent independent contractor to provide all labor, supervision, equipment, insurance and all other incidentals necessary to provide and perform Lime Sludge Removal Service.*

**1. Contractors Qualifications**

*Particular emphasis will be given as to how the firm-wide experience and expertise in the area of Lime Sludge Removal.*

*Contractors must have a minimum of three (3) years of lime sludge hauling/disposal operations within the State of Florida.*

*Bidder shall provide a list with year, make and model of all equipment proposed to use in providing Lime Sludge removal services to the City. (Page 26)*

*Contractor is to have clearly identified disposal locations. Identify disposal site; name address, type of facility and attach certification authorizing acceptance of dry lime sludge. Any changes or modifications in disposal site must be accepted by the City. (Page 27)*

*Additionally, proposer shall provide a letter of guarantee from an additional source where it can obtain additional vehicles in the event they are required and must identify all equipment to be used.*

*The successful Contractor shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.*

**2. References**

*Provide a list and description of similar projects satisfactorily performed within the past three (3) years and must provide references and complete entries on page 28.*

*For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance. Emphasis should be given to references from government entities. If the proposer cannot satisfy the requirements for similar work, the City may reject the bid.*



3. **Schedule of Pricing**

*Submit your signed, firm, fixed fee performance-based pricing bid for providing all services, materials, etc., required for completion of services.*

4. **Bid Copies**

*Submission of one (1) original, three (3) copies, and one (1) electronic copy (CD or thumb drive) of the proposal should be submitted to the City Delray Beach 100 N.W. 100 Avenue, Purchasing Room #206, Delray Beach, Florida 33444.*

5. **Addenda, Additional Information**

*Any questions in regards to the Scope of Work of this bid should be addressed via email [nadal@mydelraybeach.com](mailto:nadal@mydelraybeach.com) and be will answer only in the form of an addendum. A copy of your acknowledgement(s) of all addendums should be submitted with your proposal.*

*All questions must be submitted for consideration five (5) days prior to bid opening date. Any questions received after the stated date and time will not be considered*

**B. Schedule of Events**

*The schedule of events, relative to this BID shall be as follows:*

	EVENT	DATE (on or by)
1.	Request for Bid Advertised	<u>02.15.2015</u>
2.	Opening of Bid / Due Date	<u>03.12.2015</u>
3.	Bid Evaluations	<u>Week of March 16<sup>th</sup>, 2015</u>
4.	Recommendation to City Commission	<u>April 2015</u>

**Note: The City of Delray Beach reserves the right to delay scheduled dates.**

*(Remainder of page intentionally left blank)*

## SCHEDULE OF PRICING

BID No. 2015-32

### Lime Sludge Removal and Disposal

- A. Contractor will complete the work/service "as needed" and as stated in the "Scope of Work" of this bid package for the following price:

Description	Estimated Annual Quantity	Price Per Cubic Yard	Total Estimated Annual Cost
Hauling and disposal of lime sludge from City of Delray Water Treatment Plant, 200 S.W. 6 <sup>th</sup> Street, Delray Beach, Florida 33444 to an approved disposal site.  →All equipment, labor and resources necessary in loading, hauling, and disposal.	32,850 Cubic Yards	\$ 5.97	\$ 196,114.50

- B. **JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT:** Will extend same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies?

☐ Yes

☒ No

- C. **BID INFORMATION WAS OBTAINED FROM:**

☒ DemandStar

☐ Newspaper Ad

☒ City Hall

☐ Other, please specify: \_\_\_\_\_

### STATEMENT OF UNDERSTANDING

I,  hereby acknowledge and declare that I have read and  
(Signature)

understand the "Bid Request" document in full for Lime Sludge Removal and Disposal for the Delray Beach Water Treatment Plant, BID #2015-32 and completely understand the requirements and expectation.



## EQUIPMENT LIST

BID No. 2015-32

### Lime Sludge Removal and Disposal

	Type of Equipment	Make	Model	Year
1	Dump Truck	Peterbilt	Tri-Axle	1997
2	Dump Truck	Peterbilt	Tri-Axle	1997
3	Dump Truck	Peterbilt	Tri-Axle	1997
4	Dump Truck	Peterbilt	Tri-Axle	1997
5	Dump Truck	Peterbilt	Tri-Axle	2000
6	Dump Truck	Peterbilt	Tri-Axle	2000
7	Dump Truck	Peterbilt	Tri-Axle	2000
8	Dump Truck	Kenworth	Tri-Axle	1996
9	Dump Truck	Kenworth	Tri-Axle	1996
10	Loader Loader	Komatsu Komatsu	320 350	2007 2008

Letter of guarantee from a supplementary source for acquiring additional equipment/truck/vehicles in the event they are required?

☒ Yes

☐ No

# DEV-LAND DEMOLITION & SITE, INC.

11240 Brandywine Lake Way  
Boynton Beach, Fl. 33473

Phone: (561) 585-6370  
Fax: (561) 732-0106

## EQUIPMENT LIST

	<u>Year</u>	<u>Equipment</u>	<u>Qty.</u>	<u>Model and/or serial number</u>
1.	1997	Peterbilt Dump Truck	4	
2.	2000	Peterbilt Tri-Axle Dump Trucks	3	
2.	1996	Kenworth Tri-Axle Dump Trucks	2	
3.		Mack - IRWC	1	
4.		Volvo End Dump	1	
5.		Caterpillar 330 Excavator	1	
6.		966E Cat Wheel Loader	1	
7.		Cat 950 Wheel Loader	1	
8.		Cat D6H Type K Tractor	1	
9.		Cat D-5 Dozer	1	
10.		Track Dozer	1	
11.		3930 New Holland Grader	1	
12.		Cat 960F Wheel Loader	1	
13.		Skid Loaders	2	
14.		Aquatic Harvesters / 30 yard each.	2	
15.	2008	250 Komatsu Loader	1	
16.	2007	320 Komatsu Loader	1	
17.		Back Hoe Loader	1	
18.		D41 Komatsu Dozer	1	
19.		D61 Komatsu Dozer	1	
20.		200 Komatsu Excavator	1	
21.		210 Link Belt Excavator	1	
22.		Tack Wagon	1	
23.		50 Dragline	1	
24.		Leboy Paver	1	
25.		Exttec Screener	1	
26.		Service Truck	1	
27.		Motor Grader	1	

Note: Dump trucks 16 - 100 yard capacity.

All Equipment owned by Devland Site, Inc. - Clear

Company employees adequate workforce/supply and demand to operate equipment



## DISPOSAL SITES

BID No. 2015-32

### Lime Sludge Removal and Disposal

Identify disposal site(s); name address, type of facility and attach certification authorizing accept of dry lime sludge.

#### Site 1

Name Agency/Company	Sed Headquarters (Farm south)
Address	200 NE 2nd Street
City, State, Zip	Belle Glade, FL 33430
Facility Type	Horse Farm off 441 / State Rd 9 - Belle Glade, FL

Certification authorizing acceptance of dry lime sludge? ☒ Yes ☐ No

#### Site 2

Name Agency/Company	Sunrise Farms
Address	PO Box 53
City, State, Zip	South Bay, FL 33493
Facility Type	106 Acre Horse Farm off Hwy 27 - South Bay, FL.

Certification authorizing acceptance of dry lime sludge? ☒ Yes ☐ No

#### Site 3

Name Agency/Company	Cord A Holdings of PBC, Inc.
Address	11240 Brandywine Lake Way
City, State, Zip	Boynton Beach, FL 33473
Facility Type	19th ave + Vernon St. Lake Worth, FL. / 13 Acre Parcel

Certification authorizing acceptance of dry lime sludge? ☒ Yes ☐ No

# PROFESSIONAL REFERENCES

BID No. 2015-32

## Lime Sludge Removal and Disposal

\*Please complete this page or attach your reference page to this sheet.

Agency/Company	City of Delray Beach
Address	100 NW 1st Street
City, State, Zip	Delray Beach, FL 33444
Contact Person	John Bullard
Telephone	(561) 243-7319
Date(s) of Service	2007-2015
Type of Service	Lime Sludge Removal + Disposal
Comments:	Annual Contract

Agency/Company	Village of North Palm Beach
Address	501 US Hwy 1
City, State, Zip	North Palm Beach, FL 33408
Contact Person	Chuck Huff
Telephone	(561) 348-0697
Date(s) of Service	2010, 2012
Type of Service	Demolition, Site work, Sludge Removal, underground
Comments:	

Agency/Company	City of Lake Worth
Address	301 College Street
City, State, Zip	Lake Worth, FL 33460
Contact Person	Douglas Lovelace
Telephone	(561) 586-1710
Date(s) of Service	2010
Type of Service	Lime Sludge Removal + Disposal
Comments:	

Submitted By:

Dev-Land Demolition + Site, Inc

VENDOR NAME

Date:

3-10-15



# INSURANCE REQUIREMENTS

BID No. 2015-32

## Lime Sludge Removal and Disposal

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
  - a) Minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Premises and/or Operations.
  - c) Independent Contractors.
  - d) Products and/or Completed Operations.
  - e) No exclusion for Underground, Explosion or Collapse hazards.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
  - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Owned Vehicles.
  - c) Hired and Non-Owned Vehicles.
  - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of all insurance evidencing the insurance coverage specified in the previous Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration. Also, under the Cancellation section of the Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached "Sample of Insurance Certificate".

# SAMPLE



## CERTIFICATE OF LIABILITY INSURANCE

MANCT-1 OF ID: KR

DATE (MM/DD/YYYY)

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	Phone:	CONTACT NAME: John Doe
ABC Insurance Company	Fax:	PHONE (A/C, No, Ext):
Address		FAX (A/C, No):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		NAIC #
INSURED		INSURER A:
		INSURER B:
Contractor Name		INSURER C:
Address		INSURER D:
		INSURER E:
		INSURER F:

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 BODR INSR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input 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	N/A			(WC STATU-TORY LIMITS) OTHER EL EACH ACCIDENT 1 \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A						

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

City of Delray Beach is listed as Additional Insured

Project Name:

Project Number:

30 Days Notice for Cancellation

CERTIFICATE HOLDER	CANCELLATION
CITDB-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. - 30 Days Notice
City of Delray Beach 100 NW 1st Avenue Delray Beach, FL 33444	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT -  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.
- C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
  - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.

Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.

CG 70 87 01 05



"Original"

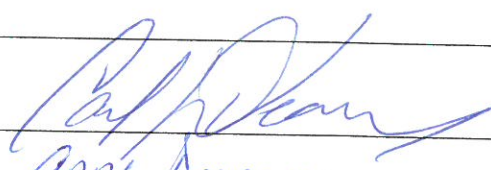
**CITY OF DELRAY  
BID SIGNATURE FORM**

**BID No. 2015-32  
Lime Sludge Removal and Disposal**

PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

<b>NAME OF BIDDER</b> ➤ Name as registered with their State of origin	Dev-Land Demolition + Site, Inc.
<b>BUSINESS STREET ADDRESS</b> ➤ P.O. Box address not permitted	11240 Brandywine Lake Way
<b>CITY, STATE, ZIP CODE</b>	Boynton Beach, FL 33473
<b>MAILING ADDRESS:</b> <input checked="" type="checkbox"/> Check if same as Business address above.	

<b>BUSINESS MAILING ADDRESS</b>	Same as above
<b>CITY, STATE, ZIP CODE</b>	
<b>AUTHORIZED SIGNATURE (Written)</b>	
<b>PRINT NAME</b>	CARL DEVEAUX
<b>TITLE (of person signing form)</b>	President
<b>DATE</b>	3-10-15
<b>TELEPHONE NUMBER</b>	(561) 585-6370
<b>FAX NUMBER</b>	(561) 732-0106
<b>EMAIL ADDRESS</b>	Devland6370@aol.com

<b>VENDOR SERVICE REP FOR ORDER PLACEMENT NAME</b>	Carl Deveau / Annette Deveau
<b>TELEPHONE / CELL NUMBER</b>	(561) 585-6370 / (561) 308-2334
<b>FAX</b>	(561) 732-0106
<b>EMAIL ADDRESS</b>	Devland6370@aol.com

**CITY OF DELRAY BEACH**  
**STATEMENT OF "NO BID"**  
**BID No. 2015-32**  
**Lime Sludge Removal and Disposal**

If you are not bidding on this service or commodity, please complete and return this form via fax (561) 243-7166 or email to [nadal@mydelraybeach.com](mailto:nadal@mydelraybeach.com)

<b>VENDOR NAME</b>	
<b>BUSINESS ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	
<b>CONTACT NUMBER</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	
<b>Minority Owned Business:</b> <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Woman <input type="checkbox"/> Other _____	

We, the undersigned have declined to bid on BID No. 2015-32 due to the following reason(s).  
Please indicate below with an "X":

	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
	Insufficient time to respond to the Invitation to Bid
	We do not offer this product or an equivalent
	Our product schedule would not permit us to perform
	Unable to meet specifications
	Unable to meet bond requirements
	Specifications unclear (explain below)
	Other (specify below)

**REMARKS / OTHER**


**Submitted By:** \_\_\_\_\_



**ADDENDUM NO. 1**

**March 4, 2015**

**City of Delray Beach**

**LIME SLUDGE REMOVAL AND DISPOSAL  
BID No. 2015-32**

Addendum No.1 dated March 4, 2015 to Drawings, Specifications and Contract Documents for the above referenced project, is hereby declared part of the original Drawings, Specifications and Contract Documents, and in case of conflict, the following Addendum shall govern.

Bidders are advised that the information contained in this Addendum is abbreviated and general in nature. It is the bidders responsibility to include all items necessary for the proper execution, coordination and completion of all work directly affected by this Addendum.

---

**CLARIFICATIONS and additional REQUIREMENTS**

**1. Unit pricing, page 25, Schedule of Pricing**

The projects bid pricing per the bid package, page 25, Schedule of Pricing, is on a cubic yard basis. The unit price is all inclusive, and includes all equipment, labor, and material, required in hauling the lime sludge from the premises, including, but not limited to, providing a frontend loader with operator, loading the lime sludge material into vendor provided trucks, and hauling the loads from the plant to a site approved by the state to receive lime sludge. The bid quantity is an estimate, which includes material from the lagoon, and can vary from year to year.

**2. City's overflow lagoon**

The City will be responsible for digging out the sludge from the lagoon and stockpiling the material at the top of bank, ready for loading and disposal.

**3. Condition of Sludge Material for Hauling and Disposal**

The material will be stockpiled in an area towards the northeast corner of the De-Watering Building (as identified at the Pre-Bid meeting) on a daily basis. Prior to every loading and hauling activity, the vendor will be responsible to examine the material for saturation content to determine if material is suitable for hauling.

**4. Current mode of Operation**

- All bidders to assume current mode of operation as follows: city resources will stock pile the material to an area northeast of the De-watering Building (as identified at pre-bid meeting), from where the vendor will load and hauling material. No other alternatives to current operations to be considered at this time.
- Scheduling of loading and hauling activities must be coordinated through the Water Treatment Plant Manager and/or Supervisor.
- Hauling and disposal is anticipated at least once a month, however, may be more frequent depending on plant operations.

- During loading and hauling operations, no more than four (4) trucks can be staged on site. No trucks will be allowed to be staged off site and in the adjacent neighborhood streets. If needed, hauling operations may be extended over several days.
- Vendor may use their own version of a load ticket, however, at a minimum, each ticket must include date, time, truck number, driver's name and number (if applicable), and cubic volume of load.
- Prior to leaving the plant, each truck load must be visually verified by the City, with a Load Ticket submitted to a City WTP Operator.
- The west and southwest access gates to the plant area will be left open during hauling operations.

##### 5. Invoicing/Payment

The City will issue the vendor a blanket Purchase Order for the value of work to be performed for the fiscal year, which will be adjusted each subsequent year. The Invoicing will be allowed once a month. Copies of load tickets must accompany each invoice.

##### 6. Question

***Regarding bid number 2015-32 can you please provide the name of the current contract holder and what they are currently being paid for their services?***

Work has been performed by Devland Site, Inc. for Lime Sludge Removal Services utilizing a contract through the City of Coral Springs, Florida, dated January 2013. The contract's unit cost is \$7.33/Cubic Yard.

#### ATTACHMENTS

- Mandatory Pre-Bid Sign-in sheet, dated February 27, 2015.

Bidders must acknowledge receipt of this Addendum by:

Write the words **"Addendum No. 1"** on the exterior of the envelope in which the bid is submitted.

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND RETURNING VIA EMAIL [nadal@mydelraybeach.com](mailto:nadal@mydelraybeach.com) or FAX (561) 243-7166 AS SOON AS POSSIBLE.

Dev-Land Demolition 1 Stk, Inc.  
Planholder

By [Signature]

3-10-15  
Date

END OF ADDENDUM NO. 1

Page 2 of 2





City of Delray Beach, 100 NW 1st Avenue, Delray Beach, Florida 33444

Purchasing Department (561) 243-7161

## DELAY BEACH PRE-BID CONFERENCE

BID #2015-32

TIME: LIME SLUDGE REMOVAL AND DISPOSAL

Time: 10:00 A.M.

Date: FRIDAY, FEBRUARY 27, 2015

NAME (Please Print)

COMPANY NAME

PHONE

FAX

PLEASE PRINT CLEARLY

EMAIL ADDRESS

Start-In

Time

PATSY NADAL N/S

CITY OF DELRAY BEACH

561-243-7161

561-243-7166

VICTOR MAJENYI

CITY OF DELRAY BEACH

561-243-7328

561-243-7060

JOHN BULLARD

CITY OF DELRAY BEACH

561-243-7319

561-243-7316

Greg MALLON

Westward Coast

954-325-6655

954-961-7222

Dale Clark

Proline

561-615-7849

561-761-7070

Mike Tabor

Deland Design

561-545-5820

561-732-5200

# Dev-Land Demolition & Site, Inc.

11240 Brandywine Lake Way

Boynton Beach, Fl. 33473

Phone (561) 758-9899

Fax (561) 732-0106

Cdddsi@aol.com

*Re: Letter of Introduction*

*To Whom it May Concern:*

*Dev-Land Demolition & Site, Inc., located at 1302 Wingfield Street in Lake Worth, Florida is a corporation organized under the laws of the State of Florida. The owner, Carl Deveaux have been in the heavy construction industry for over 28 years and specializes in excavation, demolition, demucking, mechanical harvesting, lake restoration, dredging, drainage, hurricane and disaster cleanup, beach restoration, paving & under ground utilities and various other types of earthwork.*

*Our firm owns an extensive list of heavy equipment which includes loaders, dozers, bobcats, rollers, draglines, and excavators and have approximately 100 dump trucks at our disposal, if needed, ranging from 22 - 100 cubic yard capacities. We are qualified to handle disaster recovery and have obtained and completed this scope for over two years after Hurricane's Frances, Jeanne and Wilma for the City of Lake Worth. Our firm is a certified Black Minority SBE/MBE/DBE contractor, we are also certified with The Broward County School Board, Palm Beach County, The Palm Beach County School Board, and South Florida Water Management District. We have completed projects such as libraries, police and court house facilities, aquatic centers, schools, shopping plazas, multi-family developments, fire departments, single family developments, hospitals, VA Hospitals, roadways improvements, churches, and banks.*

*Our firm is interested in submitting a proposal to your company and we ask that you take our letter of introduction into "Strong" consideration. Please feel free to contact our office and speak with one of the firms officers personally.*

*Sincerely,*

*Carl Deveaux*

*Dev-Land Demolition & Site, Inc.*

*CD/ad*



# **Dev-Land Demolition & Site, Inc.**

## **Complete Site Services**

11240 Brandywine Lake Way  
Boynton Beach, Fl. 33473

Phone: 561-585-6370  
Fax: 561-732-0106

March 5, 2015

City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, Fl. 33444

Re: Lime Sludge Removal and Disposal / Bid No: 2015-32

To Whom it May Concern:

As per requested to follow are the proposal requirements in relation to the above listed bid indicated per line item.

**1. Scope of Services:**

Upon notification from the City of Delray Beach, Devland will require a maximum of 1 - 3 days to mobilize and commence hauling of lime sludge material as indicated in the contract. Approximate amount of lime sludge removal per week is 3000 yards.

Devland's prior years of experience in lime sludge hauling qualifies the firm as a reliable and experienced contractor in relation thereof. Equipment used for the site is the sole property of Devland Site, Inc. The company has several available dump sites to accommodate the sludge material.

**2. Firms Qualifications:**

Dev-Land Demolition & Site, Inc., located at 11240 Brandywine Lake Way, Boynton Beach, Florida is a corporation organized under the laws of the State of Florida. The owner Carl Deveaux have been in the heavy construction industry for over 25 years and specialize in excavation, demolition, demucking, mechanical harvesting, lake restoration, dredging, drainage, hurricane and disaster cleanup, beach restoration, paving & under ground utilities and various other types of earthwork.

March 5, 2015  
City of Delray Beach

Our firms owns an extensive list of heavy equipment which includes loaders, dozers, bobcats, rollers, draglines, and excavators and have approximately 100 dump trucks at our disposal, if needed, ranging from 22 - 100 cubic yard capacities. We are qualified to handle disaster recovery and have obtained and completed this scope for over two years after Hurricane's Frances, Jeanne and Wilma for the City of Lake Worth. Our firm is a certified Black Minority SBE/MBE/DBE contractor, we are also certified with The City of West Palm Beach and South Florida Water Management District. We have completed projects such as libraries, police and court house facilities, aquatic centers, schools, shopping plazas, multi-family developments, fire departments, single family developments, hospitals, VA Hospitals, roadways improvements, lime sludge hauling, churches, and banks.

3. **Disposal Location:**

Devland has access to two horse farms located in South Florida. The company has utilized these locations in the past and have a continued business relationship with said firms. An additional location consisting of 13 acres is also available to our firm, this parcel is located in Lake Worth, Florida.

4. **Equipment:**

List attached. In the event additional trucks are needed for lime sludge hauling, Devland has the ability to obtain the trucks from REC Trucking located in Broward County (Letter inclosed).

5. **Supervisory Personnel:**

Carl Deveaux - President / Resume attached

6. **Scheduling:**

Devland agrees as per ordinate by the City of Delray Beach the following schedule:

*"Limesludge pickups to be made upon request by the Water Treatment Plant Manager or his designee at the Water Treatment Plant, 200 S.W. 6<sup>th</sup> Street, Delray Beach, Fl. 33444.*

*The City will give a two (2) day minimum notice to the contractor for all pickups. Contractor shall notify the Water Treatment Manager immediately whenever unforeseen*



March 5, 2015  
City of Delray Beach

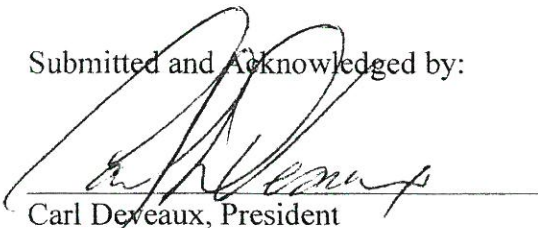
*situations occur that may interfere with the scheduled transport.*

*Contractor agrees that sludge removal operations will not be halted due to transportations problems. Trip/disposal tickets on a form acceptable to the City and FDEP shall establish a chain of custody from the City to the Contractor and quantities delivered.*

*Such tickets reflect each load transported and shall match each load referenced in invoices submitted to the City for payment by the Contractor.*

*These tickets will indicate the tonnage of sludge hauled, date, driver and ultimate disposal site for each tanker load. Tickets will be signed by the Water Treatment Manager or his designated representative. The City will retain a copy of the ticket for it's records."*

Submitted and Acknowledged by:



Carl Deveau, President

3-10-15  
DATE

# **Dev-Land Demolition & Site, Inc.**

## **Complete Site Services**

11240 Brandywine Lake Way  
Boynton Beach, Fl. 33473

Phone: 561-585-6370  
Fax: 561-732-0106

March 5, 2015

City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, Fl. 33444  
Attn: Purchasing-Ms. Nadal

Re: Lime Sludge Removal and Disposal / Bid No: 2015-32

Ms. Nadal:

As requested in the above listed bid solicitation, below please find the sources available to our firm for dumping of lime sludge.

- |     |   |                  |                |
|-----|---|------------------|----------------|
| 1.) | Sod Headquarters<br>Farm South<br>700 N.E. 2 <sup>nd</sup> . Street<br>Belle Glade, Fl. 33430 | Marcos Rodriquez | (561) 261-2207 |
|-----|---|------------------|----------------|

Site Location: Horse farm off 441/State Road 7 in Belle Glade, Florida

- |     |  |                 |                |
|-----|--|-----------------|----------------|
| 2.) | Sunrise Farms<br>P.O. Box 53<br>South Bay, Fl. 33493 | Vicky Rodriquez | (561) 449-1593 |
|-----|--|-----------------|----------------|

Site Location: Horse farm off Hwy. 27 in South Bay, Florida



City of Delray Beach  
March 5, 2015

3.) C and A Holdings of PBC     Annette Deveaux     (561) 758-9899  
11240 Brandywine Lake  
Boynton Beach, Fl. 33473

Site Location: 13 acre parcel - 19<sup>th</sup> Ave. & Vernon Street, Lake Worth, Florida 33460

If you need any additional information please do not hesitate to contact our office.

Sincerely,

*Carl Deveaux*

President

CD/ad

Sunrise  
P.O Box 53  
South Bay FL 33493

Phone:(561)449-1593

March 23, 2012

To Whom It May Concern:

Devland Site, Inc. is authorized to use our 106 acre farm as a dumping site for sludge material. This material is being used by our farm for reuse such as fertilizer and stabilizing.

Thank You:

  
Vicky Rodriguez



Sod Headquarters  
Farm South  
700 n.e 2<sup>nd</sup> street  
Belle Glade Fl 33430

Phone:(561)261-0227

Date: March 23, 2012

To Whom It May Concern:

Deland Site, Inc. has delivered and/or supplied sludge material to our company within the past months. This material is being used in by our farms for reuse, fertilization and soil conditioner. We are going to utilize the sludge material in South Bay Fl. We intent to continue to utilize Devlands services.

Sincerely,



Marcos Rodriguez  
President

Sod Headquarters  
Farm North  
700 née 2<sup>nd</sup> Street  
Belle Glade FL 33430

Phone: (561)463-9303

March 23, 2012

To Whom It May Concern:

Our 106 acre farms are in need of sludge material for usage in the pastures. Devaland has permission to use farm and deliver this material to our location in South Bay thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Cruz Baltazar", written over a horizontal line.

Cruz Baltazar  
President

# C and A Holdings of PBC, Inc.

11240 Brandywine Lake Way  
Boynton Beach, Fl.

(561) 758-9899 (phone)  
(561) 732-0106 (fax)

March 11, 2015

RE: 19<sup>th</sup> Ave., and Vernon Street 13 Acre Parcel

To Whom it May Concern:

Dev-Land Demolition & Site, Inc., has been using our property for a period exceeding 7 years as a means to stockpile lime sludge material for use in farm lands. We have had an excellent working experience with Devland and highly recommend their services.

Signed,



Annette Deveau  
Vice-President

AD/aq



October 17, 2014

Re: Devland Site, Inc.

To Whom it May Concern:

Please accept this correspondence as written confirmation that our firm has been conducting business with Devland Site, Inc., for several years and have a good business relationship. Also, if the need should arise where Devland requires trucks for any current or upcoming projects our company is able and willing to accommodate their needs.

If you have any further questions please do not hesitate to contact our office.

Signed,

A handwritten signature in blue ink, appearing to read "Dwight B.", is written over a light blue horizontal line.

# CITY OF DELRAY BEACH



1993  
2001

December 16, 2014

100 N.W. 1st AVENUE

• DELRAY BEACH, FLORIDA 33444

• 561/243-7000



To Whom It May Concern:

The City of Delray Beach Water Treatment Plant has had experience with Devland Site, Inc. for sludge removal and disposal since April of 2007.

Devland has provided the City with excellent service. For the most part, all sludge produced has been removed according to schedule. There haven't been any issues with Devland's personnel, trucks or heavy equipment. Due to liability considerations, Devland's owner Carl Deveaux, has consistently determined when the piled sludge is dry enough for hauling.

The Water Treatment Plant has an exceptionally good working relationship with Devland's management and office staff.

I would highly recommend Devland Site, Inc. for sludge removal and disposal.

Sincerely,

*John M. Bullard*

John M. Bullard  
WTP Manager  
City of Delray Beach  
561-243-7319



THE VILLAGE OF  
**NORTH PALM BEACH**

DEPARTMENT OF COMMUNITY DEVELOPMENT  
501 US HWY 1 • NORTH PALM BEACH, FLORIDA 33408-4799  
PHONE (561) 841-3369 • FAX (561) 848-3344  
[chuff@village-npb.org](mailto:chuff@village-npb.org)

October 3, 2012

Carl Deveaux  
Devland Site Development  
1302 Wingfield Street  
Lake Worth, FL 33460

Dear Mr. Deveaux,

Please accept this letter as a testimonial to the work performed by Devland Site Development in the demolition of the Anchorage Park Wastewater Treatment Facility.

Your staff resolved unforeseen problems in a prompt and courteous manner. Changes due to discrepancies in plans and specifications were handled quickly and efficiently.

You were responsible for the demolition removal and disposal of all erected buildings, inclusive of disposing of sludge material, as well as any and all underground structures. While there were more underground structures than originally proposed, your company removed these structures at no additional costs to the Village that would have further delayed this portion of the project and allowed this project to come in at our budgeted number.

Thank you for the work you performed.

Sincerely,

Chuck Huff  
Community Development Director





Lands End Developers, L.L.C.  
214-A East Ocean Ave.  
Lantana, FL. 33462  
(561)588-9005 Fax (561)588-9115

June 08,2013

Devland Site, Inc.  
1302 Wingfield Road  
Lake Worth, FL 33460

Re: Emergency Seawall Replacement  
Manalapan, Florida

### LETTER OF RECOMENDATION

To whom this may concern ,

We have just completed a major project involving replacement of over two thousand feet of ocean front seawalls due to damage from hurricane Sandy . In that process we needed approximately one thousand truck loads of beach quality fill to backfill eleven oceanfront properties. The Devland Site group was able to procure ,stockpile and deliver this massive order on a when needed ,where needed basis, and provided site work services to" finish the job". Over the years they have provided site work and trucking services for our projects with continued top performance .

Sincerely ,

A handwritten signature in black ink, appearing to read "Stuart Lepera", followed by a long horizontal line.

Stuart Lepera - MGRM  
Lands End Developers,LLC



## WEST PALM BEACH HOUSING AUTHORITY

1715 DIVISION AVENUE • WEST PALM BEACH, FL 33407-6289 • (561) 655-8530 • FAX: (561) 832-8962

May 8, 2012

Robert Trickler, Director of Capital Projects  
Palm Beach County Housing Authority  
3432 45<sup>th</sup> Street  
West Palm Beach, FL 33407

Dear Mr. Trickler:

I am very happy to recommend Devland Site, Inc. as a contractor for demolition. The West Palm Beach Housing Authority has used Devland Site on a 13 building demolition project at Dunbar Village and we were very pleased with the job. They finished on time and within budget. Their expertise is extensive, and no problem will remain unsolved should any be encountered.

Please do not hesitate to contact me directly if further information is wanted or required.

Sincerely,

Laurel Robinson  
Executive Director

**WATER TREATMENT PLANT**

301 College Street · Lake Worth, Florida 33460 · Phone: 561-586-1708 or 561-586-1710

2/28/12

To Whom It May Concern,

Devland Site Inc. has provide lime sludge excavation, hauling and disposal services for the City of Lake Worth in the past. These services were provided over the course of several years. We were please with the quality of their work.

Douglas Lovelace  
Water Treatment Plant Supervisor  
561-586-1710



**Electronic Articles of Incorporation  
For**

P12000006496  
FILED  
January 19, 2012  
Sec. Of State  
jshivers

DEV-LAND DEMOLITION & SITE, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

DEV-LAND DEMOLITION & SITE, INC.

**Article II**

The principal place of business address:

11240 BRANDYWINE LAKE WAY  
BOYNTON BEACH, FL. US 33473

The mailing address of the corporation is:

11240 BRANDYWINE LAKE WAY  
BOYNTON BEACH, FL. US 33473

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

100

**Article V**

The name and Florida street address of the registered agent is:

CARL DEVEAUX  
11240 BRANDYWINE LAKE WAY  
BOYNTON BEACH, FL. 33473

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: CARL DEVEAUX

## Article VI

The name and address of the incorporator is:

CARL DEVEAUX  
11240 BRANDYWINE LAKE WAY

BOYNTON BEACH, FL. 33473

Electronic Signature of Incorporator: CARL DEVEAUX

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

## Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
CARL DEVEAUX  
11240 BRANDYWINE LAKE WAY  
BOYNTON BEACH, FL. 33473 US

## Article VIII

The effective date for this corporation shall be:

01/18/2012

**CARL DEVEAUX**  
11240 Brandywine Lake Way  
Boynton Beach, Fl. 33473

Phone: (561) 585-6370  
Fax: (561) 732-0106

---

## RESUME

**Personal Information:**

Carl Deveaux  
11240 Brandywine Lake Way  
Boynton Beach, Fl. 33473

**Date of Birth:**

March 17, 1954

**Social Security Number:**

xxx-xx-xxxx

**Marital Status:**

Married

\*\*\*\*\*

### Education:

Graduated Lake Worth High School - (1972)  
Palm Beach Community College - Business Law (1972-1974)  
Palm Beach Community College - (1992-1994)

### Employment:

I currently hold the position of President for Devl-Land Demolition & Site, Inc., my duties consist of running the day to day operations of this heavy construction company. Through the years our company has expanded and we are currently a certified and licensed firm capable of handling prime contract work in the phases of site development, paving, utilities, major road, and demolition. My experience in the construction industry started back in 1980 with the purchase of a bobcat. Since that time I have acquired an extensive list of equipment and over 28 years experience and knowledge regarding land development. Besides the above listed scopes our firm also specializes in excavation, demucking, dredging, drainage and various other types of earthwork.

### Interests:

I am an active participant in youth activities, I have coached youth football teams for over 9 years for the City of Lake Worth and Palm Beach County. I strongly believe in taking part in Community involvement and have ran for the office of Commissioner for the City of Lake Worth. I have been an active member of the City of Lake Worth Code Enforcement Board, Nuisance Abatement Board and Citizens on Task.



PALM BEACH COUNTY CONTRACTORS  
CERTIFICATE OF COMPETENCY

CERTIFICATE #  
**U-21332**



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# GUIDANCE FOR LAND APPLICATION OF DRINKING WATER TREATMENT PLANT SLUDGE

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Prepared by:

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Solid Waste Section  
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## 1.0 INTRODUCTION

Periodically, the Department receives requests from operators of drinking water treatment facilities to approve the beneficial use of sludges generated by their treatment processes as an alternative to disposal. This is particularly true as more economical management methods for the sludges are sought because of increasing landfill disposal costs. The most common proposed use of these sludges is land application. In order to determine if the proposed uses of these materials are appropriate, it is important to evaluate their chemical characteristics and to determine the likelihood that their uses will pose an unacceptable environmental or human health risk. Therefore, in developing this guidance memorandum, a study<sup>1</sup> was funded in 2001 to chemically characterize the predominant sludges being generated by these facilities, which are lime, alum and ferric sludges. The results of this study are summarized below. It is the Department's intention to promote waste reduction and recycling, where it is feasible and protective of human health and the environment.

The purpose of this memorandum is to provide guidance to Department staff and the public on the land application of lime, alum and ferric sludges generated by drinking water treatment facilities. It is not a rule and does not create any standards or criteria that must be followed by the regulated community. While the management and use of drinking water sludges in accordance with this guidance is not expected to result in contamination of ground water or surface water or to pose a significant threat to human health, compliance with this document does not relieve the owner or operator from the responsibility for complying with the Department's rules nor from any liability for environmental damages caused by the use of these materials.

Based on the results of the characterization study, the Department has determined that lime sludge can be beneficially land applied without the need for additional analysis and without the need for specific approval by the Department.<sup>2</sup> On the other hand, alum and ferric sludges may pose a small but significant threat to human health and the environment when land applied, and proposed beneficial uses of these materials will need to be evaluated on a case-by-case basis.

This guidance document is intended to address only the beneficial land application of drinking water sludges. Land application constituting disposal (for example, if the sludge is deposited in piles or excessively thick layers and is not being temporarily stored prior to use) is prohibited except at a permitted facility or one specifically exempted from permitting requirements.

## 2.0 CHARACTERIZATION STUDY, RESULTS AND IMPLICATIONS

Matching funds for characterizing sludges generated by drinking water treatment systems were provided by the Department's Drinking Water Program and the Florida Center for Solid and Hazardous Waste Management. A contract was entered into with Dr. Tim Townsend, University of Florida, to collect and analyze samples of lime, alum

<sup>1</sup> Townsend, T.G., et al, "Characterization of Drinking Water Sludges for Beneficial Reuse and Disposal," November 2001.

<sup>2</sup> However, this use of the lime sludge must meet the three general criteria of Section 3.0 and should not exceed the recommended application rate set out in Section 5.0.



sludge was 58.8 mg/kg, and the 95% upper confidence limit (UCL) mean value for barium was 77.76 mg/kg. These are well below the residential soil CTL value of 120 mg/kg. The average concentration of arsenic in the lime sludge was 1.15 mg/kg, and the 95% UCL mean value for arsenic was 2.04 mg/kg, also below the residential soil CTL value of 2.1 mg/kg.<sup>7</sup>

However, in comparing the results of the characterization study with the soil CTLs, some chemicals of concern were identified for alum and ferric sludges. Because of these results, it was decided to develop specific criteria that would apply to land application of each of these sludges (see Sections 6.0 and 7.0). These criteria identify the additional testing that will be needed to obtain data in support of case-by-case approvals for use.

In the specific criteria for alum and ferric sludges, the parameters required for total analyses are listed if they were detected in total analysis samples from the characterization study at concentrations equal to or greater than their corresponding soil CTLs for residential exposures. The parameters required for leaching analyses are listed if they were detected in SPLP samples from the characterization study at concentrations equal to or greater than their corresponding ground water or surface water CTLs. It was further decided to omit pH from the list of parameters to be evaluated in leaching tests for these sludges.

### **3.0 GENERAL CRITERIA AND OTHER CONSIDERATIONS**

The following three general criteria apply to any water treatment sludge which is to be land applied in Florida:

1. The sludge must not be a hazardous waste;
2. The use of the sludge must not cause violations of applicable Department ground water or surface water standards and criteria; and
3. The sludge must not cause fugitive dust emissions or objectionable odors, or create a public nuisance.

While not directly addressed by this memorandum, there are also a number of other factors that may have to be considered before land applying sludges. One such factor is that an increasing number of agricultural operations are developing nutrient management plans, and Total Maximum Daily Limits (TMDLs) for some nutrients are being established. Consequently, it may be necessary to analyze for nitrogen and phosphorus so that agricultural operations can take into account the presence of these nutrients in drinking water treatment plant sludges before they are land applied. This will normally be required if nutrient management plans are needed for land application. In those cases, a composite sample of the sludges could be analyzed for these

<sup>7</sup> In the case of arsenic, one out of the 20 samples was BDL. One-half of the detection limit for that one sample result was used in the calculations.

parameters. If other information on the concentration of these parameters is already available for the sludge, then further sampling for these parameters may not be needed.

Another factor to consider is how to balance the uses of alum and ferric sludges to bind phosphorus without causing aluminum phytotoxicity (in the case of alum sludge) or excessively low phosphorus availability in the receiving soils. Also, iron in ferric sludge may serve as a micronutrient, but its use should not exceed the adulteration levels for metals in fertilizers<sup>8</sup>. These other factors should be appropriately addressed by the user of the sludge but are not considered further in this memorandum.

#### **4.0 GENERAL GUIDANCE ON SAMPLING**

The specific criteria sections for the alum and ferric sludges in this memorandum require the collection of "three representative composite samples" of the sludge that is to be land applied. Unless otherwise approved by the Department, for existing sludge stockpiles or newly generated sludge, these samples should be collected as follows:

1. The sludge bed or pile shall be divided into approximately three equal sections. A composite sample shall be collected at a random location in each section (for a total of the three composite samples).
2. Leaves, grass, and other surface debris shall be removed from the area where each composite sample is to be collected using a clean stainless steel spoon or shovel.
3. Each composite sample shall consist of approximately equal-volume subsamples of sludge from the upper, middle and lower portions of sludge at each sample location. Each subsample shall be collected with a clean stainless steel spoon or shovel and placed into a clean stainless steel mixing bowl or glass tray.
4. The subsamples for each composite sample shall be thoroughly mixed and a sufficient amount of sample for analysis transferred into sample containers provided by the laboratory. The samples should be properly stored and shipped to the laboratory for analysis.

Guidance for collecting these composite samples can also be obtained from Chapter Nine of EPA Publication SW-846 or from Appendix B of the Department's "Guidance for Preparing Municipal Waste-to-Energy Ash Beneficial Use Demonstrations."<sup>9</sup> Additional guidance for the proper collection of solid samples can be obtained from the Department's Standard Operation Procedures (SOP) for Field Activities (DEP-SOP-001/01).<sup>10</sup>

#### **5.0 LAND APPLICATION OF LIME SLUDGE**

<sup>8</sup> See requirements by the Department of Agriculture and Consumer Affairs, Chapter 5E-1, F.A.C.

<sup>9</sup> This guidance is available electronically at the following web site:

[http://www.dep.state.fl.us/waste/quick\\_topics/publications/shw/solid\\_waste/RTedderASH.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/shw/solid_waste/RTedderASH.pdf).

<sup>10</sup> This document is available at: <http://www.dep.state.fl.us/labs/qa/sops.htm>.



Based upon the results of the characterization study, the Department has determined that beneficial land application of lime sludges from drinking water systems is not expected to create any significant threat to public health or the environment. For this reason, no additional regulation or approval by the Department is required prior to this use. The Department recommends that sludge be applied at a rate no greater than 9 dry tons per acre per year in order to minimize movement of metals into the environment.<sup>11</sup> In addition, the land application of the sludge must meet the three general criteria contained in Section 3.0.

## **6.0 SPECIFIC CRITERIA FOR LAND APPLICATION OF ALUM SLUDGE**

The SPLP sample results from the characterization study indicated that aluminum, lead and manganese sometimes leached from alum sludge in quantities that could pose a threat of exceeding Department water quality standards or criteria. The results for total analyses indicated that the only contaminants of concern found in concentrations that could pose a threat to human health through anticipated direct exposure pathways are aluminum, barium and arsenic. In the five samples analyzed, aluminum and arsenic were found above the residential soil CTLs in all cases, while barium was found above residential soil CTLs in one case.

Based upon these results, the Department has determined that unlimited land application of alum sludges from drinking water systems could pose a small but significant threat to public health or the environment. For this reason, the Department will not approve the land application of alum sludge unless the person seeking to apply the sludge can provide reasonable assurance that no such threats will exist based upon site-specific or material-specific criteria. The Department offers the following guidance on how such assurances could be provided; however, this guidance is not mandatory and any person may submit a different risk-based analysis for approval.

1. The alum sludge must meet the three general criteria in Section 3.0.
2. Parameter Analyses – The generator of the alum sludge must collect three representative composite samples of the sludge and conduct total analysis on each of those samples for aluminum, arsenic and barium, using approved EPA methods. An aliquot of each of these composite samples must also be prepared with the SPLP and the resulting extracts must be analyzed for aluminum, lead and manganese. Laboratories conducting the analyses must be certified by an accrediting authority recognized by the National Environmental Laboratory Accreditation Program (NELAP).
3. Data Analysis – Using the results of the analyses, the mean concentrations for aluminum, arsenic, barium, lead and manganese must be calculated and

<sup>11</sup> "Management of Water Treatment Plant Residuals, Technology Transfer Handbook," EPA/625/R-95/008, April 1996, mentions that movement of metals into ground water and into plant tissues can be minimized with moderate application rates of 20 dry metric tons per hectare and properly managed soils. Note that 20 dry metric tons per hectare equals about 9 dry tons per acre.