

REQUEST FOR PROPOSALS

20. Award RFP-0996-06/BLH – Fuel Storage Tank Inspection, Maintenance & Repair Services to Petroleum Equipment Construction, Inc. of Apopka, Florida. (Est. \$27,000.00 per year)

RFP-0996-06/BLH will provide professional services for fuel storage tank inspections, maintenance and repair services. The contractor shall be a State of Florida certified pollutant storage contractor with a current, active license. Contractor shall perform tank inspections and routine tank maintenance during the County's normal business hours, and be available for emergency work on a 24 hour/seven days a week basis.

The project was publicly advertised and the County received four (4) submittals (listed alphabetically):

- Enviro-Logical Solutions, Inc., Tampa
- Petroleum Equipment Construction, Inc., Apopka
- Petroleum Resources & Development, Inc., Merritt Island
- Petroleum Technologies, Inc., Deland

The Evaluation Committee consisting of Rafael Fernandez, Administrative Services (Principal Coordinator); Rich Steiger, Administrative Services (Facilities Planner); and Al Mitchell, Administrative Services (Principal Coordinator) evaluated the submittals against the criteria specified in the RFP documents. Consideration was given to experience of the contractor, office location, current work load, staffing and cost.

Based on this evaluation, staff requested Best and Final Offers from all four (4) firms. The review and analysis conducted by the Evaluation Committee determined that the lowest priced offeror, Petroleum Equipment Construction (PEC), Inc., provided the best value overall. PEC is a fully licensed Pollutant Storage Systems Contractor (PSSC) and currently provides the types of services required under this solicitation.

The resulting contract will be for a base period of two years with two 1-year renewal options giving a total contract term of four years. Work Orders will be issued against the contract as necessary to complete work.

The estimated annual amount for these services is \$27,000 per year. This is a budgeted project and funds are available in account 010560.530340. Administrative Services/Facilities Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the award and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-0996-06/BLH

RFP TITLE: **FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

DUE DATE: June 14, 2006 2:00 P.M.

PAGE: 1 of 1

	Response 1	Response 2	Response 3	Response 4
INFORMATION PROVIDED IN RESPONSE	Enviro-Logical Solutions, Inc. 5147 West Clifton Street Tampa, Florida 33634 David E. Troutman President Ph. 813-890-8500 (ext. 111) Fx. 813-249-8169	Petroleum Equipment Construction, Inc. P.O. Box 910 Apopka, Florida 32704-0910 Benjamin Bathke Vice President Ph. 407-290-3010 Fx. 407-290-1173	Petroleum Resources & Development, Inc. 2460 N Courtenay Pkwy Suite 111 Merritt Isl., Florida 32953 Kenneth P. Richard Vice President Ph. 321-986-6026 Fx. 321-986-6036	Petroleum Technologies, Inc. 1776 Langley Ave. Deland, Florida 32724 Michael E. Clark President Ph. 386-738-7100 Fx. 386-738-4777

OPENED and TABULATED BY: B. Hunter, Contracts Analyst
POSTED: 06/14/06

EVALUATION COMMITTEE MEETING: Friday June 23, 2006 at 2:30 PM Eastern
Facilities Conference Room, 205 W. County Home Rd. Sanford, FL 32773

RECOMMENDATION OF AWARD: Petroleum Equipment Construction, Inc.
(revised 7/31/06 at 3:08 PM Eastern)

DATE FOR AWARD: August 22, 2006
(revised 7/31/06 at 3:08 PM Eastern)

RFP-0996-06/BLH

FUEL STORAGE TANK INSPECTION, MAINTENANCE & REPAIR SERVICES

Total

FEE SCHEDULE

A. Monthly Tank Inspections

1. Communications Tower
2. County Services Building
3. Criminal Justice Center
4. John E. Polk Correctional
5. Health Department – AST
6. Health Department – UST
7. Public Safety Building

Quantity	Enviro	PEC	P.Resource	P. Tech
12	\$250	\$60	\$150	\$65
12	\$200	\$60	\$150	\$65
12	\$200	\$60	\$150	\$65
12	\$200	\$60	\$150	\$65
12	\$200	\$60	\$150	\$65
12	\$250	\$60	\$150	\$65
12	\$250	\$60	\$150	\$65
1	\$150	\$30	\$200	\$175
1	\$150	\$30	\$200	\$175

Sub-Total \$18,900 \$5,100 \$13,000 \$5,810

B. Repair & Maintenance (*Composite Labor Rate)

Quantity	Enviro	PEC	P.Resource	P. Tech*
100	\$90	\$60	\$62.50	\$60

Sub-Total \$9,000 \$6,000 \$6,250 \$6,000

Enviro	PEC	P.Resource	P. Tech
\$27,900	\$11,100	\$19,250	\$11,810

Total

Notes:

- 1 P. Tech and P. Resources did not submit for BAFO, and original proposals were used.
- 2 The common rate of \$60/hr was used for P. Tech which did not submit a labor rate
- 3 Enviro-logical price increased from \$21,300 to \$27,900.

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Enviro-Logical Solutions, Inc.

QUALIFICATION COMMITTEE MEMBER: Rafael Fernandez

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Best experience in all aspects of fuel storage systems, including maintenance & repair
Score 50
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s).

Office in Tampa, Home Mgr. located between Tampa & Orlando. Have crews on Orange & Seminole
Score 10
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

Workload has capacity to accommodate us.
Score 10
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

Good
Score 10
(0-10%)

PRICE (10%)

Score 5 2
(0-10%)

Ranking 1

Total Score (0-100%)

85%

82%

4

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Petroleum Equipment Construction, Inc.

QUALIFICATION COMMITTEE MEMBER: Rafael Fernandez

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Experienced w/ Amish tanks

Score 40
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s)

Apopka - short response time

Score 15
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

Good

Score 7
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

Small staff

Score 7
(0-10%)

PRICE (10%)

Good

Score 10
(0-10%)

Ranking 2

Total Score (0-100%)

79%

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Petroleum Resources Development, Inc.

QUALIFICATION COMMITTEE MEMBER: Rafael Fernandez

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Score 40
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s).

North Island

Score 8
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

Score 7
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any

Small

Score 6
(0-10%)

PRICE (10%)

Score 6-4
(0-10%)

Ranking 3

Total Score (0-100%) 67%

65%

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Petroleum Technologies, Inc.

QUALIFICATION COMMITTEE MEMBER: Rafael Fernandez

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Score 30
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s)

Deland, FL

Score 20
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load

Not submitted

Score 0
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

Small staff

Score 5
(0-10%)

PRICE (10%)

Deland, FL

Score 10
(0-10%)

Ranking 4

Total Score (0-100%)

65%
64%

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Enviro-Logical Solutions, Inc.

QUALIFICATION COMMITTEE MEMBER: Rich Steiger

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Excellent experience

Score 48
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s).

Currently does inspections in Orange + Seminole
with no problems with office location.

Score 18
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

Current + future workload can meet demands

Score 10
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

Excellent

Score 10
(0-10%)

PRICE (10%)

Seems high compare ~~to~~ to the other vendors

Score 52
(0-10%)

Ranking 1

Total Score (0-100%) 91

88%

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Petroleum Equipment Construction, Inc.

QUALIFICATION COMMITTEE MEMBER: Rich Steiger

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Experience is good but does not have a positive relationship with SC.
Score 30
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s)

Excellent location - office within 30min response time to SC sites
Score 18
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

Workload is not clear
Score 3
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

Staff has good experience
Score 8
(0-10%)

PRICE (10%)

Excellent
Score 10
(0-10%)

Ranking 2

Total Score (0-100%) 69

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Petroleum Resources Development, Inc.

QUALIFICATION COMMITTEE MEMBER: Rich Steiger

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

staff experience is okay

Score 25
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s).

Excellent location ~~for~~ for response

Score 15
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

not clear

Score 3
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

not sure is staff size can meet demand

Score 5
(0-10%)

PRICE (10%)

~~Unacceptable~~ Seems high

Score 10
(0-10%)

Ranking 3

Total Score (0-100%)

53

52%

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Petroleum Technologies, Inc.

QUALIFICATION COMMITTEE MEMBER: Rich Steiger

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

not clear

Score 20
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s).

Good

Score 15
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

not clear

Score 3
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

not clear

Score 3
(0-10%)

PRICE (10%)

Excellent

Score 10
(0-10%)

Ranking 4

Total Score (0-100%) 51

50%

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Enviro-Logical Solutions, Inc.

QUALIFICATION COMMITTEE MEMBER: Al Mitchell

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Excellent -
Score 50%
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s).

Good.
Score 10%
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

Excellent
Score 10%
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

Good
Score 10%
(0-10%)

PRICE (10%)

Good
Score 10%
(0-10%)

Ranking 1

Total Score (0-100%) 90%

90%

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Petroleum Equipment Construction, Inc.

QUALIFICATION COMMITTEE MEMBER: Al Mitchell

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Good
Score 45%
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s).

Good
Score 10%
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

Good
Score 10%
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

Good
Score 10%
(0-10%)

PRICE (10%)

Good
Score 10%
(0-10%)

Ranking 1

Total Score (0-100%) 85%

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Petroleum Resources Development, Inc.

QUALIFICATION COMMITTEE MEMBER: Al Mitchell

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Score 40%
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s).

Score 18
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

Score 5%
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

Score 10%
(0-10%)

PRICE (10%)

Score 10% 4
(0-10%)

Ranking 3

Total Score (0-100%) 83%

77%

A

**RFP-0996-06/BLH FUEL STORAGE TANK INSPECTION,
MAINTENANCE & REPAIR SERVICES**

SUBMITTAL COMPANY NAME: Petroleum Technologies, Inc.

QUALIFICATION COMMITTEE MEMBER: Al Mitchell

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
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 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

EXPERIENCE OF CONTRACTOR (50%)

- Experience related to fuel storage tanks and the services required under this solicitation.
- Documentation of similar work.
- Client references.

Score 40%
(0-50%)

OFFICE LOCATION (20%)

- Location of Contractor's office(s).

Score 18%
(0-20%)

CURRENT WORK LOAD (10%)

- Current and projected work load.

Score 0%
(0-10%)

STAFFING (10%)

- Identification of and organizational chart for key personnel.
- Qualifications and relevant experience of proposed personnel and Sub consultants, if any.

Score 0%
(0-10%)

PRICE (10%)

Score 10%
(0-10%)

Ranking 4

Total Score (0-100%) 68%

67%

**INSPECTION, MAINTENANCE AND REPAIR SERVICES AGREEMENT
(RFP-0996-06/BLH)
FUEL STORAGE TANKS**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PETROLEUM EQUIPMENT CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 910, Apopka, Florida 32704-0910, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide inspection, maintenance and repair services for fuel storage tanks in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to furnish inspection, maintenance and repair services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement

standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of two (2) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time

schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONTRACTOR shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis", then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid pursuant to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00) annually.

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

(c) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONTRACTOR in the interest of the

Project.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee Basis". The CONTRACTOR shall perform all work required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but, in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the COUNTY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONTRACTOR ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONTRACTOR ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(h) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Facilities Maintenance Division
205 W. County Home Road
Sanford, FL 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit,

examination, excerpts and transcriptions.

(d) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE CONTRACTOR.

(a) The CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the

CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONTRACTOR.

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contem-

plated by this Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision 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.

SECTION 14. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as

the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials,

officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary

mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Facilities Maintenance Division
205 W. County Home Road
Sanford, FL 32773

For CONTRACTOR:

Petroleum Equipment Construction, Inc.
P.O. Box 910
Apopka FL 32704-0910

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

PETROLEUM EQUIPMENT
CONSTRUCTION, INC.

, Secretary

(CORPORATE SEAL)

By: _____
BENJAMIN BATHKE, Vice-President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
7/31/06
rfp-0996

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

SCOPE OF SERVICES
FUEL STORAGE TANK
INSPECTION, MAINTENANCE & REPAIR SERVICES

The County is seeking proposals from qualified contractors to provide fuel storage tank inspections, maintenance and repair services. The contractor shall be a certified pollutant storage contractor with a current, active license.

Contractor shall perform tank inspections, and routine tank maintenance during County's business hours, and be available, for emergency work, on a 24 hour/seven days a week basis.

Contractor shall perform monthly inspections, at each tank, in accordance with FDEP rules governing such inspections. The following items are examples of such inspections:

1. Registration placard displayed
2. Condition of fill caps
3. Piping sump; clean, dry
4. Overflow sump; clean, dry
5. Hoses
6. Fuel gauges, meters
7. Electronic monitoring system operation
8. Interstitial monitoring system operation
9. Manhole lids
10. Monitoring wells; vapors
11. Overfill protection system
12. Valves

The above inspection items, and routine maintenance shall be logged in the FDEP "Monthly Storage Tank Inspection Form". See attached sample.

Contractor shall furnish Seminole County with a complete copy of each of these inspection forms, along with a recommended course of action to correct any deficiencies discovered during the inspection. This shall happen within five working days after the inspection date.

Repair services shall be specifically enumerated, described, and depicted in a Purchase Order, authorizing the performance of such repair services.

In addition to the monthly inspection, routine maintenance, and repairs, the contractor shall perform annual testing and certification of the electronic monitoring systems, and tank overfill protection systems at two of our tanks; Public Safety Building and John E. Polk Correctional Facility.

TANK LOCATION AND DESCRIPTION

1. Communications Tower
144 Bush Loop, Sanford, FL
Type - UST
Capacity - 1,000 Gallons, Diesel
Facility ID - 59-9300109
2. County Services Building
1101 E. First Street, Sanford, FL
Type - AST
Capacity - 1,000 Gallons, Diesel
Facility ID - 59-8840818
3. Criminal Justice Center
101 Bush Boulevard, Sanford, FL
Type - AST
Capacity - 1,600 Gallons, Diesel
Facility ID - 59-19529
4. John E. Polk Correctional Facility
211 Bush Boulevard, Sanford, FL
Type - AST
Capacity - 6,000 Gallons, Diesel
Facility ID - 59-9300340
5. Health Department
400 W. Airport Boulevard, Sanford, FL
Type - AST
Capacity - 1,000 Gallons, Diesel
Facility ID - 59-9802283
6. Health Department
400 W. Airport Boulevard, Sanford, FL
Type - UST
Capacity - 2,000 Gallons, Diesel
Facility ID - 59-9802283
7. Public Safety Building
100 Bush Boulevard, Sanford, FL
Type - AST
Capacity - 10,000 Gallons, Diesel
Facility ID - 59-9700632

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.
(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(Company Name)

By: _____

Date: _____, President

(CORPORATE SEAL)

_____, Secretary

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

FUEL STORAGE TANK INSPECTION, MAINTENANCE & REPAIR SERVICES
Petroleum Equipment Construction, Inc.

FEE SCHEDULE

- A. Monthly Tank Inspections
1. Communications Tower
 2. County Services Building
 3. Criminal Justice Center
 4. John E. Polk Correctional
 5. Health Department – AST
 6. Health Department – UST
 7. Public Safety Building
- C. Annual Test & Certification of Electronic Monitoring System
- D. Annual Test & Certification of Electronic Overfill Protection System

Quantity	Unit Price	Unit	Total Price
12	\$60	Month	\$720
12	\$60	Month	\$720
12	\$60	Month	\$720
12	\$60	Month	\$720
12	\$60	Month	\$720
12	\$60	Month	\$720
12	\$60	Month	\$720
1	\$30	Annual	\$30
1	\$30	Annual	\$30
Sub Total			\$5,100

B. Repair & Maintenance (*Composite Labor Rate)

Quantity	Unit Price	Unit	Total Price
100	\$60	Hour	\$6,000
Sub Total			\$6,000
Total			\$11,100

TERMS

***The composite labor rate covers all labor and is based on 100 hours of potential repair work in a one year period.**

This labor rate charged per hour on the job will include any profit, overhead and profit on parts.

Any parts required for work to be performed at County facilities will be reimbursed at cost (no mark up).