
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600616-09/BJC - Cleaning and Inspection Services for Pre-Stressed Concrete Tanks and Pressure Vessels

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Betsy Cohen

EXT: 7112

MOTION/RECOMMENDATION:

Award RFP-600616-09/BJC - Cleaning and Inspection Services for Pre-Stressed Concrete Tanks and Pressure Vessels to Extech, LLC, Deep River, CT (Estimated Usage \$150,000.00 for 5-year period).

County-wide

Ray Hooper

BACKGROUND:

RFP-600616-09/BJC will provide the County with a qualified Contractor to provide cleaning and inspection services for wet and dry pre-stressed concrete tanks, steel storage tanks and pressure vessels, in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard pre-stressed concrete tank design to meet the requirements of Florida Administrative Code 62-555.350. This project was publicly advertised and the County received three (3) submittals in response to the solicitation. The Evaluation Committee comprised of Robert Dehler, Project Manager II - Environmental Services Department; Chris Reeves, Water Operations Manager - Environmental Services Department; and Gary Rudolph, Utilities Manager - Environmental Services Department, evaluated the proposals. Consideration was given to the overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations; understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure; qualifications of the Proposer's project manager and personnel assigned to this account; overall qualifications and experience of any subcontractors to be used, if any; quality of the content of the Proposer's proposal; and sufficiency of resources and ability of the Proposer to comply with the contract and provide the services required by the County. Based upon this evaluation, the committee recommends the overall best value solution to be Extech, LLC. The agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, the agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual usage of this contract is \$150,000.00 for the 5 year period.

STAFF RECOMMENDATION:

Staff recommends that the Board to award RFP-600616-09/BJC - Cleaning and Inspection Services for Pre-Stressed Concrete Tanks and Pressure Vessels to Extech, LLC, Deep River, CT (Estimated Usage \$150,000.00 for 5-year period).

ATTACHMENTS:

1. Tabulation Sheet
2. Evaluation of Proposals
3. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET
BEST & FINAL**

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-600616-09/BJC
 RFP TITLE: Cleaning and Inspection Services for Pre-Stressed Concrete Tank, Steel Storage Tanks and pressure Vessels
 DUE DATE: March 25, 2009 at 2:00 P.M.

Page 1 of 2

<p>Crom Engineering & Construction Services 6801 SW Archer Road Gainesville, Florida 32608</p> <p>(352) 548-3349 – Phone (352) 548-3449 – Fax Jeffrey D. Malpass</p>	<p>Dixon Engineering, Inc. 689 W Liberty Street, Suite 5 Medina, Ohio 44256</p> <p>(330) 725-0505 – Phone (330) 725-0512 – Fax Shannon C. Vidika</p>	<p>Extech, LLC 490 Industrial Park Road Deep River, CT 06417</p> <p>(860) 526-2610 – Phone (860) 526-5018 – Fax Theodore Lund</p>
<p>Pre-Stressed Concrete Tank – WET (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$4,945.00 • Cleaning Only: \$2,450.00 • Inspection Only: \$3,830.00 <p>Steel Storage – WET (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$4,360.00 • Cleaning Only: \$1,695.00 • Inspection Only: \$3,945.00 <p>Pre-Stressed Concrete Tank – DRY (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$5,550.00 • Cleaning Only: \$3,500.00 • Inspection Only: \$2,050.00 <p>Steel Storage – DRY (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$4,150.00 • Cleaning Only: \$2,090.00 • Inspection Only: \$2,060.00 <p>Pressure Vessels – DRY (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$3,050.00 • Cleaning Only: \$1,536.00 • Inspection Only: \$1,514.00 	<p>Pre-Stressed Concrete Tank – WET (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$3,600.00 • Cleaning Only: \$1,200.00 • Inspection Only: \$2,600.00 <p>Steel Storage – WET (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$3,200.00 • Cleaning Only: \$1,000.00 • Inspection Only: \$2,200.00 <p>Pre-Stressed Concrete Tank – DRY (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$2,530.00 • Cleaning Only: \$330.00 • Inspection Only: \$2,200.00 <p>Steel Storage – DRY (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$2,430.00 • Cleaning Only: \$330.00 • Inspection Only: \$2,100.00 <p>Pressure Vessels – DRY (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$1,365.00 • Cleaning Only: \$165.00 • Inspection Only: \$1,200.00 	<p>Pre-Stressed Concrete Tank – WET (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$4,700.00 • Cleaning Only: \$2,875.00 • Inspection Only: \$1,825.00 <p>Steel Storage – WET (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$3,775.00 • Cleaning Only: \$1,915.00 • Inspection Only: \$1,825.00 <p>Pre-Stressed Concrete Tank – DRY (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$3,120.00 • Cleaning Only: \$1,820.00 • Inspection Only: \$1,680.00 <p>Steel Storage – DRY (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$3,120.00 • Cleaning Only: \$1,820.00 • Inspection Only: \$1,680.00 <p>Pressure Vessels – DRY (Per Tank):</p> <ul style="list-style-type: none"> • Cleaning & Inspection: \$2,715.00 • Cleaning Only: \$1,660.00 • Inspection Only: \$1,625.00

EVALUATION FACTORS. The following criteria will be used in the evaluation of the proposals:

- Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations;
- Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure;
- Qualifications of the Proposer's project manager and personnel assigned to this account;
- Overall qualifications and experience of subcontractors, if any;
- Quality of the content of the Proposer's proposal;
- The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services;
- Non-binding, good-faith estimates of time and costs of providing the tank inspections and engineering services.

Status:

Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 3/26/2009 at 5:00 P.M.)

Best and Final Tabulation posted 4/03/2009 @ 1:00 PM

Recommendation of Award: Extech, LLC (Posted 4/27/2009 @ 2:30 PM)

BCC for award: 7/28/2009

RFP-600616-09/BJC - Cleaning and Inspection Services for Pre-stressed Concrete Tanks, Steel Storage Tanks and Pressure Vessels

Evaluation of Proposals

Evaluators	CROM Engineering & Construction	Dixon Engineering, Inc.	Extech, LLC
Robert Dehler, Project Manager II - Environmental Services Department	A	M	HA
Chris Reeves, Water Operations Manager - Environmental Services Department	HA	A	HA
Gary Rudolph, Utilities Manager - Environmental Services Department	A	M	HA
HA=3 A=2 M=1			
Total Points	7	4	9
Ranking	2	3	1

Evaluation Factors:

- Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations;
- Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure;
- Qualifications of the Proposer's project manager and personnel assigned to this account;
- Overall qualifications and experience of any subcontractors to be used, if any;
- Quality of the content of the Proposer's proposal;
- The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services;
- Non-binding, good-faith estimates of time and costs of providing the tank inspections and engineering services.

Evaluations

RFP-600616-09/BJC – Cleaning and Inspection Services for Pre-Stressed Concrete Tanks, Steel Storage Tanks and Pressure Vessels

Edit Response Delete Response Alert Me Go Back to Survey

Congratulations on your selection as an Evaluation Team Member! Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation? I have read and will comply with the above requirement:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onlicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment.

Highly Acceptable: Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

Acceptable: Proposal meets the County requirements. Any weakness is minor.

Marginal: Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

RESPONSE #1: CROM ENGINEERING & CONSTRUCTION SERVICES:

#1: Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations - Remarks:

CECS has extensive knowledge of pre-stressed concern tanks, for they manufacture them. We have used them several times with great results. We like their finished reports. We have not used this firm for steel storage tanks or inspections on pressure vessels.

#1: Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure - Remarks:

From what I read in their proposal, all tasks are being preformed with dry tanks, out of servcie. This may not meet the operational needs of the Utility. For, sometime we can't take tanks out of servcie, they must be inspected wet and in servcie.

#1: Qualifications of the Proposer's project manager and personnel assigned to this account; Overall qualifications and experience of any subcontractors to be used, if any - Remarks:

CECS states in Management plan to only pressure wash and clean up to 1" of soft silty sediment. If sediment is more we would have to contract out cleaning.

#1: The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services - Remarks:

CECS does great work with dry tank (pre-stressed and steel) UF Tech, Coating Inspectors and PE all are sufficent to meet needs of contract. Again, no history of preformance with pressure vessels. But think they would do a good job from past experiences with them.

#1: Non-binding, good-faith estimates of time and costs of providing required services - Remarks:

#1: Overall Ranking of Proposer #1:

HA A M
1 2 3 Unacceptable

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Proposer #1

RESPONSE #2: DIXON ENGINEERING, INC.:

#2: Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations - Remarks:

Preliminary Maintenance Inspection (PMI) is preposed to conduct all six tanks each year within a one week period! This will not meet the operational needs of this Utility!

#2: Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure - Remarks:

Methodology of Work: We can not take six tanks in a one week period out of servcie due to plant locations and manpower needs. They propose using Divers for wet inspections! We will not place divers in GST in servcie. Technology has changed and robotics is the way to go.

#2: The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services - Remarks:

Other than the two main issues listed above, the firm looks good.

#2: Non-binding, good-faith estimates of time and costs of providing required services - Remarks:

Cost of cleaning is low? They may not understand processes of treatment and problems incounered in this region.

#2: Qualifications of the Proposer's project manager and personnel assigned to this account; Overall qualifications and experience of any subcontractors to be used, if any - Remarks:

All qualifications of personnel are good.

#2: Overall Ranking of Proposer #2:

	HA	A	M	
	1	2	3	Unacceptable

<>

Proposer #2

RESPONSE #3: EXTECH, LLC:

#3: Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations - Remarks:

Extech has the most economical way with minimal impact to our daily operations with their remote tank inspection and cleaning servcies. We have used them also in the past with great results. Final reports are great and meet the needs for FDEP compliance.

#3: Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure - Remarks:

Pressure Vessel have been inspected using this firm in the past. They have also inspected dry and wet GST for us in the past.

#3: Qualifications of the Proposer's project manager and personnel assigned to this account; Overall qualifications and experience of any subcontractors to be used, if any - Remarks:

Qualifications and Experience: Staff have written standards for AWWA pertaining to "Underwater Inspections of Potable Water Storage Tanks" NACE Coating , API certified tank Inspectors on staff....etc.

#3: The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services - Remarks:

Of all firms binding for work, this firm meets all needs of the County. Wet or dry inspections of GST both pre-stressed and steel. Pressure Vessels also included in their work.

#3: Non-binding, good-faith estimates of time and costs of providing required services - Remarks:

Cost in line.....

#3: Overall Ranking of Proposer #3:

	HA	A	M	
	1	2	3	Unacceptable

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Proposer #3

Created at 4/8/2009 8:23 AM by [Dehler, Robert](#)

Last modified at 4/8/2009 8:23 AM by [Dehler, Robert](#)

Evaluations

RFP-600616-09/BJC – Cleaning and Inspection Services for Pre-Stressed Concrete Tanks, Steel Storage Tanks and Pressure Vessels

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Yes

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Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment.

Highly Acceptable: Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

Acceptable: Proposal meets the County requirements. Any weakness is minor.

Marginal: Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

RESPONSE #1: CROM ENGINEERING & CONSTRUCTION SERVICES:

#1: Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations - Remarks:

Shows very good references and experience within the specified scope of work to be performed.

#1: Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure - Remarks:

This firm has performed similar work for Seminole County in the past. Their understanding of the scope and objectives was evidenced by high quality and successful completion of the projects.

#1: Qualifications of the Proposer's project manager and personnel assigned to this account; Overall qualifications and experience of any subcontractors to be used, if any - Remarks:

The credentials provided show very acceptable qualifications.

#1: The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services - Remarks:

Based upon the submitted information as well as past experience with Seminole County this firm has sufficient ability and resources.

#1: Non-binding, good-faith estimates of time and costs of providing required services - Remarks:

Provided details of work to be performed and documentation to be provided. Estimates of costs were detailed per services to be provided.

#1: Overall Ranking of Proposer #1:

	HA	A	M	
	1	2	3	Unacceptable

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Proposer #1

RESPONSE #2: DIXON ENGINEERING, INC.:

#2: Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations - Remarks:

Proposal provides experience of key personnel with similar or equivalent projects

#2: Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure - Remarks:

Submitted sufficient details of work description and methodology to provide evidence of understanding of scope and objectives of program.

#2: The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services - Remarks:

Based upon the credentials of the personnel available for project and methodology, firm has sufficient resources and ability to comply with contract requirements. Wet tank inspections by use of divers is not a preferred method.

#2: Non-binding, good-faith estimates of time and costs of providing required services - Remarks:

Presented cost estimates are within acceptable limits, however time frame proposed is not acceptable due to operational limitations.

#2: Qualifications of the Proposer's project manager and personnel assigned to this account; Overall qualifications and experience of any subcontractors to be used, if any - Remarks:

Firm has provided exceptional credentials for personnel to be assigned to project.

#2: Overall Ranking of Proposer #2:

	HA	A	M	
	1	2	3	Unacceptable

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Proposer #2

RESPONSE #3: EXTECH, LLC:

#3: Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations - Remarks:

Firm has provided impressive listing of past projects, which include those with similar requirements to Seminole County's current projects.

#3: Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure - Remarks:

Based upon the provided documents and previous services provided to Seminole County, this firm displays a good understanding of the scope of work and objectives of the project.

#3: Qualifications of the Proposer's project manager and personnel assigned to this account; Overall qualifications and experience of any subcontractors to be used, if any

- Remarks:

Credentials and experience documented in the submitted proposal provide adequate evidence of qualifications.

#3: The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services - Remarks:

Proposal indicates firm has adequate resources and personnel to comply with contract and provide requested services.

#3: Non-binding, good-faith estimates of time and costs of providing required services - Remarks:

Based upon the requirements of the this proposal, this firm has provided acceptable breakdown of costs for services

#3: Overall Ranking of Proposer #3:

	HA	A	M	
	1	2	3	Unacceptable

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Proposer #3

Created at 4/16/2009 10:02 PM by [Reeves, Chris](#)

Last modified at 4/16/2009 10:02 PM by [Reeves, Chris](#)

Evaluations

RFP-600616-09/BJC – Cleaning and Inspection Services for Pre-Stressed Concrete Tanks, Steel Storage Tanks and Pressure Vessels

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Yes

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Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment.

Highly Acceptable: Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

Acceptable: Proposal meets the County requirements. Any weakness is minor.

Marginal: Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

RESPONSE #1: CROM ENGINEERING & CONSTRUCTION SERVICES:

#1: Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations - Remarks:

Crom builds concrete tanks and knows how to inspect and repair their tanks. They did not provide a lot of information on there non concrete tank experince.

#1: Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure - Remarks:

The firm provided sufficient detail to show they understand the scope of work for doing the projects we need done. The firm did show they understood the Florida Department of Environmental Protection requirements.

#1: Qualifications of the Proposer's project manager and personnel assigned to this account; Overall qualifications and experience of any subcontractors to be used, if any - Remarks:

The number one individual on the list of Key personnel provided a basic resume and PE licensure in the State of Florida.

#1: The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services - Remarks:

Crom is a big firm and should be able to meet our contractual as well project needs. The firm did not provide details on how they would inspect tanks that were not dewatered.

#1: Non-binding, good-faith estimates of time and costs of providing required services - Remarks:

Crom provided a good faith costs estimate to meet the project requirements.

#1: Overall Ranking of Proposer #1:

	HA	A	M	
	1	2	3	Unacceptable

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Proposer #1

RESPONSE #2: DIXON ENGINEERING, INC.:

#2: Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations - Remarks:

The firm provided information that they have done numerous tank inspections.

#2: Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure - Remarks:

The firm provided sufficient detail to show they understand the scope and requested work for this contract.

#2: The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services - Remarks:

The resources provided by the firm seem sufficient to perform the tasks and meet teh contractual requirements. The firm did not show they were familiar with the FDEP requirements. They indicated Divers to be used for Wet inspection. We do not allow divers into our tanks when wet to avoid human interface with the potable water prior to transmittal to our customers.

#2: Non-binding, good-faith estimates of time and costs of providing required services - Remarks:

Dixon provided a good faith estimate.

#2: Qualifications of the Proposer's project manager and personnel assigned to this account; Overall qualifications and experience of any subcontractors to be used, if any

- Remarks:

The project manager provided details on being involved with 4 tanks inspections and 1 bridge. She holds a NACE certified coating level three certificate.

#2: Overall Ranking of Proposer #2:

	HA	A	M	
	1	2	3	Unacceptable

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Proposer #2

RESPONSE #3: EXTECH, LLC:

#3: Overall experience of the firm (Proposer) in providing inspection and evaluation services related to pre-stressed concrete tanks, steel storage tanks and pressure vessels in accordance with all applicable rules and regulations - Remarks:

The firm provided documentation that they have inspected over three hundred assorted tanks. The use of robotic functionality allows the inspection/cleaning without anyone having to actually enter the tank while it is wet. The firm indicated they are aware of the FDEP requirements for these types of projects

#3: Understanding of the scope of work, purposes and objectives of the proposed program and understanding of the Firm's role and responsibilities in being part of the maintenance of the County crucial public infrastructure - Remarks:

Sufficient detail was provided to indicate the firm understands the work purposes and objectives of the contract/program.

#3: Qualifications of the Proposer's project manager and personnel assigned to this account; Overall qualifications and experience of any subcontractors to be used, if any

- Remarks:

The project manager comes with all types of experience plus he developed the first robotic inspection unit and also cleaning remotley system. This allows the tank to stay in operation without the worry of human interaction.

#3: The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services - Remarks:

The firm provided sufficient detail showing there is sufficient trained staff to support our program

#3: Non-binding, good-faith estimates of time and costs of providing required services - Remarks:

The firm provided a good faith estimate for this project.

#3: Overall Ranking of Proposer #3:

	HA	A	M	
	1	2	3	Unacceptable

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Proposer #3

Created at 4/22/2009 10:34 AM by [Rudolph, Gary](#)

Last modified at 4/22/2009 12:13 PM by [Rudolph, Gary](#)

**CLEANING AND INSPECTION SERVICES AGREEMENT
PRE-STRESSED CONCRETE TANKS, STEEL STORAGE TANKS,
AND PRESSURE VESSELS
(RFP-600616-09/BJC)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **EXTECH, LLC**, duly authorized to conduct business in the State of Florida, whose address is 490 Industrial Park Road, Deep River, Connecticut 06417, hereinafter called "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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide cleaning and inspection services for pre-stressed concrete tanks, steel storage tanks, and pressure vessels in Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to furnish contracting services to 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, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain 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. CONTRACTOR shall also be bound by all requirements as contained the solicitation package for RFP-600616-09/BJC and any addenda thereto. Required services shall be specifically enumerated, described and depicted in the Release Orders authorizing performance of the specific project. This Agreement standing alone does not authorize the

performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement 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 Release 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 Release Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall be commenced as specified in such Release Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONTRACTOR shall be compensated in accordance with the rate schedule attached as Exhibit

C, which includes all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Release 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 Release Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.



A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

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

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

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

(d) For Release Orders issued on a Fixed Fee Basis, CONTRACTOR may invoice the amount due based on the percentage of total Release 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. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Release Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Release Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Release Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Release Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Release Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Release Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time

Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

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

(h) Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONTRACTOR, Release 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) copies of the invoice shall be sent to:

Environmental Services
500 West Lake Mary Blvd.
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONTRACTOR may invoice 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

COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to 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 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 CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) 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 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 COUNTY under the terms of the Agreement,

CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONTRACTOR.

(a) 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 CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither 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 CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by 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 CONTRACTOR's services or have been created during the course of CONTRACTOR's performance under this Agreement shall become the property of COUNTY after final payment is made to CONTRACTOR.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at

any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

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

(2) deliver to 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 CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, 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, 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 COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that 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 COUNTY in 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 CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of 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 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 RELEASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. 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. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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, 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) 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 COUNTY.

(b) CONTRACTOR agrees that it will not take any action or 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, 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 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, CONTRACTOR must first secure the

prior express written approval of 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. CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONTRACTOR, whether caused by CONTRACTOR or otherwise.

SECTION 19. INSURANCE.

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

(1) CONTRACTOR shall furnish 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). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that 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 CONTRACTOR, CONTRACTOR shall provide 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, CONTRACTOR shall, at the option of 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 COUNTY, CONTRACTOR shall within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve CONTRACTOR of 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 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, 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: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at 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 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) CONTRACTOR's insurance shall cover 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. 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

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) CONTRACTOR's insurance shall cover 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 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. 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 COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of 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 CONTRACTOR or its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. 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 dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract

Claims," 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 COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution 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 COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one 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 COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep 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 CONTRACTOR (including its officers, employees, and/or agents) the agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. 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 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 COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by 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, 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 COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to 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, 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:

Environmental Services
500 West Lake Mary Blvd.
Sanford, FL 32773

For CONTRACTOR:

Extech, LLC
490 Industrial Park Road
Deep River, CT 06417

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of 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 COUNTY.

EXTECH LLC

Witness

By: _____

Print Name

THEODORE LUND, President

Witness

Date: _____

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____



For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AEC/lpk
4/29/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600616.doc

- Attachments:
- Exhibit A - Scope of Services
 - Exhibit B - Sample Release Order
 - Exhibit C - Fee Schedule

EXHIBIT A Description of Services and Requirements

The Contractor must provide cleaning and inspection services for pre-stressed concrete tanks, steel storage tanks and pressure vessels, in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard pre-stressed concrete tank design to meet the requirements of Florida Administrative Code 62-555.350. An estimated five (5) inspections per year is anticipated over the five (5) years of this contract.

The following six (6) tanks are scheduled for 2009: Lake. Hayes 1, Greenwood 1, Lake. Hayes 2, Greenwood 2, Country Club 1, and Heathrow 2. Of these six (6) tanks three (3) may be eliminated: Lake. Hayes 2, Greenwood 2, and Heathrow 2.

The following tanks were identified as Steel Tanks: Apple Valley Tank #1, Monroe Tank #1, Druid Hills Tank #1, and Meredith Manor Tank #1.

Inspection Firm must have and maintain the following credentials for field and report analysis:

- Florida Registered Professional Engineer
- NACE Certified Coating Inspector
- NACE Coating Inspector Level I (field)
- ASNT TC-1a Certified UT Tech (field)

On-site **visual (either manual or robotic)** inspection and evaluation of the exterior and interior of the ground storage tanks including:

- (1) Wall Foundation or Footing and Wall Exterior:
 - (a) Wall foundation or footing, if exposed, (dips, damp spots, bearing and/or joint filler pads, if present, and gap between wall and subgrade or wall and footing)
 - (b) Check for cracks and hollows
 - (c) Check architectural finish coating (paint)
 - (d) Manhole (cover, frame, bolts, and gasket)
 - (e) Pipe sleeves, if present, (frame and seal by modular, mechanical type, inter locking, synthetic rubber "link" units)
 - (f) Ladder (risers, rungs, wall brackets, all connections including welds, shotcrete boss, fasteners, and safety rail)
 - (g) Liquid level indicator, if present, (fiberglass board, target, wall brackets, connections, shotcrete boss, precast concrete curb on dome, fasteners, cables, float, pulleys, and mechanism)

- (2) Dome Exterior:
 - (a) Check for cracks and hollows
 - (b) Check for spalling
 - (c) Check architectural finish coating (paint)
 - (d) Hatch (precast concrete curb, fiberglass cover, insect barriers, hasp, fasteners, and mechanism)
 - (e) Ventilator (precast concrete curb, fiberglass housing, and screens around circumference and on bottom, fasteners, and caulking)
 - (f) Aerator (screens, fiberglass, bolts)
 - (g) Overflows, if present, (precast concrete, screens, fasteners, and caulking)

- (h) Handrail, if present, (rails, posts, toe-boards, flanges, brackets, all connections including welds, and fasteners)
- (3) Wall Interior:
- (a) Shrinkage cracks (normal) and hollows
 - (b) Spalling
 - (c) Ladder (risers, rungs, wall and base brackets, braces, connections, shotcrete bosses, fasteners, and safety rail)
- (4) Floor Interior:
- (a) Check for cracks (note size and length)
 - (b) Pipes (encasements, coatings, support brackets, and bolts)
 - (c) Water stop, if applicable (irregularities, holes, encasement)
 - (d) Gap between wall and water stop, if applicable
 - (e) Measure steel wall thickness using ultrasonic for atmospheric and pressure tanks
 - (f) Measure pit depths on interior walls of pressure tanks after cleaning
 - (g) Conduct dye leak pinpointing inside concrete tanks where cracks suggest leakage
 - (h) Measure sediment depth for in-service inspections
- (5) Dome Interior:
- (a) Check underside of dome for exposed reinforcing steel bars and welded wire fabric and damage from hydrogen sulfide attack
- (6) Pressure Tanks:
- (a) Conduct confined space entry to wash out tanks
 - (b) Ultrasonic thickness survey of tank, shell and heads
 - (c) Pit depth measurement on tank interior
 - (d) Assess condition of interior and exterior coatings

The report shall be prepared by a Certificated Inspector and stamped by a Registered Professional Engineer as required by FAC 62-555.350. The written report shall contain photographic record of the inspections from both interior and exterior surfaces. The report must contain detailed recommendations for any safety, repairs, upgrades or maintenance for each tank along with estimated costs. The consultant shall supply two (2) copies of the comprehensive written reports, CD of the photographs and one (1) fully narrated color videotape of the internal inspection.

It is understood that the following services shall be provided by Seminole County without expense to Contractor.

1. Adequate access to the tanks including open storage space for our equipment and materials, conveniently located near the tanks to be inspected.
2. A continuous supply of potable water under pressure for the use of the inspection crew within 100 feet of the tank sites.
3. A continuous supply of electricity during the period of the inspection: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from each tank.
4. Complete drainage and disposal of the tank's contents including residual sediment

5. Removal of the wall manhole covers prior to inspections and subsequent replacements of the covers after the tanks have been inspected. Vendor will provide the County new gasket for the wall manhole covers as part of the inspections at no additional charge.
6. After the tanks have been inspected by vendor (if manual), refilling, and disinfection, bacteriological sampling, and testing of the tank's contents including a supply of water for filling the tank during disinfection.
7. Any permit or other governmental fees as may be required for the work.

EXHIBIT B
Board of County Commissioners
Seminole County, Florida

ORDER NUMBER:

**NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER**

ORDER TYPE	
ORDER DATE	
PRO NUMBER	
ANALYST	
VENDOR NUMBER	

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
**FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION**
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7955

TAX EXEMPTION NUMBERS
 FLORIDA SALES: 69-11-033995-53C
 FEDERAL SALES/USE: 59-74-0013K

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COUNTY SERVICES BUILDING
 1101 EAST FIRST STREET
 SANFORD FL 32771

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					
				REQUESTED	TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accls. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT C

RFP-600616-09/BJC
**Cleaning and Inspection Services for pre-Stressed Concrete Tanks, Steel Storage
 Tanks and Pressure Vessels**

Type of Tank	Cleaning & Inspection (WET)	Cleaning Only (WET)	Inspection Only (WET)
	Per Tank	Per Tank	Per Tank
Pre-stressed Concrete	\$4,700.00	\$2,875.00	\$1,825.00
Steel Storage	\$3,775.00	\$1,915.00	\$1,825.00

Type of Tank	Cleaning & Inspection (DRY)	Cleaning Only (DRY)	Inspection Only (DRY)
	Per Tank	Per Tank	Per Tank
Pre-stressed Concrete	\$3,120.00	\$1,820.00	\$1,680.00
Steel Storage	\$3,120.00	\$1,820.00	\$1,680.00
Pressure Vessels	\$2,715.00	\$1,660.00	\$1,625.00

Extech, LLC
 (Name of PROPOSER)


 (Signature of person signing FORM)

Theodore Lund
 (Printed name of person signing FORM)

President
 (Title of person signing FORM)