

CS-08-182

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This AGREEMENT, made this 24th day of September, 2007 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and Nassau County Department of Solid Waste Management, located at 46026 Landfill Road, Callahan, FL 32011, hereafter referred to as the OWNER.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1-SERVICES OF ENGINEER

1.1. The ENGINEER agrees to provide professional services for the Project in accordance with the ENGINEER's proposal to the OWNER dated July 13, 2007.

1.2. If ENGINEER is requested to perform observation of the contractor's workmanship, then the duties of the ENGINEER shall be:

- a. Conduct on-site observation of the Work in progress to assist the OWNER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to OWNER whenever ENGINEER believes that any Work is unsatisfactory or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any observation, test or approval required to be made; and advise OWNER of Work that ENGINEER believes should be corrected or rejected or should be uncovered for observation, or requires special testing, observation or approval.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project record the results of these visits and reports to the OWNER.
- d. Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by OWNER.
- e. Conduct final evaluation in the company of Contractor and prepare a list of items to be completed or corrected.
- f. Observe that all items on the list have been completed or corrected and make recommendation to OWNER concerning acceptance.

1.3. If ENGINEER is requested to perform observation of the contractor's workmanship, then the limitations of authority of the ENGINEER shall include:

- a. The ENGINEER shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless directed by the OWNER.

- b. The ENGINEER shall not exceed the limitations of the OWNER's authority as set forth in this Agreement and the Contract Documents.
- c. The ENGINEER shall not undertake any of the responsibilities of the contractor, sub-contractors or contractor's superintendent.
- d. The ENGINEER shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
- e. The ENGINEER shall not advise, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- f. The ENGINEER shall not advise on, issue directions regarding or assume control over contractor's compliance with environmental regulations.

SECTION 2-OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so not to delay the services of ENGINEER.

2.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to ENGINEER's services hereunder as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER currently has, if any.

2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.4. Review all of ENGINEER's submittals and provide comments and input to allow ENGINEER's work to meet OWNER's objectives.

2.5. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor affecting the Project.

2.6. Perform the duties required under the Terms section (if any) of the Proposal.

2.7. The information and services to be provided by OWNER under the Section will be without cost to ENGINEER.

Section 3-PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER for Services rendered as defined in the Proposal to the OWNER dated July 13, 2007.

SECTION 4-TERMS AND CONDITIONS

4.1. Professional Responsibility - ENGINEER represents that the services shall be performed, within the limits presented by OWNER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.

4.2. Re-use of Documents - All documents furnished by the ENGINEER pursuant to this Agreement are instruments of services in respect to the Project and the ENGINEER shall retain ownership of said documents whether or not the Project is completed. The OWNER may make and retain any additional copies for information and reference in connection with the use of the Project by the OWNER and others for the Project; however, such documents are not intended to be suitable for re-use by the OWNER or others on extensions of the Project or on any other project. Any re-use without the express written consent of the ENGINEER will be at re-user's sole risk and without liability or legal exposure to the ENGINEER, and the OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the ENGINEER's consent. The granting of such consent will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

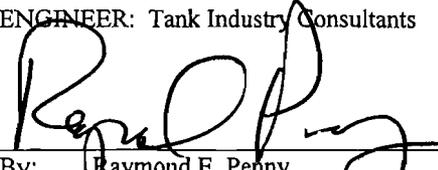
4.3. Insurance - ENGINEER shall procure and maintain workers' compensation, automobile, general liability and professional liability insurance. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with certificates of insurance for OWNER's review and use. ENGINEER and OWNER shall require all contractors working on this project to list ENGINEER and OWNER as an additional insured on their insurance certificates.

4.4. Termination - The obligation to perform under the terms of this Agreement may be terminated by ENGINEER upon thirty (30) days' written notice to OWNER in the event of substantial failure of OWNER to perform in accordance with the terms hereof. This Agreement may be terminated by OWNER with or without cause upon thirty (30) days' written notice to ENGINEER. OWNER shall compensate ENGINEER for all work performed up to and including the termination date.

4.5. Indemnification - The ENGINEER agrees to indemnify the OWNER, their officers, employees, and agents against, and will hold and save them harmless from, any and all claims, damages, losses or omissions due to the negligence of the ENGINEER in the performance of this Agreement, but only for that portion of such negligence of the ENGINEER compared to the total negligence of all persons, firms, or corporations which results in said damages to the OWNER. The ENGINEER shall not be liable for any consequential damages. The fees listed in the attached rate structure are based upon the total liability to the ENGINEER not exceeding \$50,000 or the contract amount, whichever is greater.

WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this AGREEMENT in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants


By: Raymond E. Penny
Director of Industrial Sales & Marketing

Dated: October 3, 2007

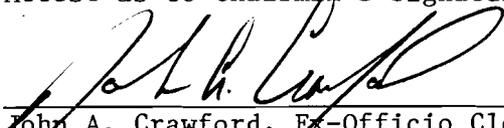
OWNER: Nassau County Department of Solid Waste Management


By: John A. Crawford

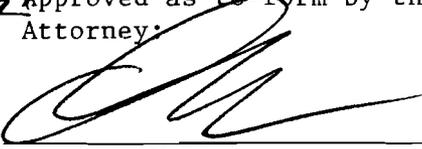
Chairman, Board of County Commissioners
Title:

Dated: September 24, 2007

Attest as to Chairman's signature:


John A. Crawford, Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:


David A. Hallman

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 9/24/07

NASSAU COUNTY
SOLID WASTE MANAGEMENT DEPARTMENT
46026 Landfill Rd
Callahan, Fl 32011
904-321-5770

SCOPE OF SERVICES
THREE (3) 20,000 GALLON, VERTICAL, CYLINDRICAL, FLAT BOTTOM
LEACHATE STORAGE TANK INSPECTION

The successful bidder shall provide the following inspection services in accordance with Nassau County's Solid Waste FDEP Landfill Permit No. 0002870-010-SO, Specific Condition No. 42.

1. The successful bidder shall perform a visual inspection of each of the three (3) 20,000-gallon vertical, aboveground leachate storage tanks located at the West Nassau Landfill. The inspection shall include the interior of each of the tanks as well as the exterior exposed surfaces of each tank and the leachate wetwell. Inspector shall look for tank or equipment deficiencies, leaks, or other visual defects, which could result in failures of the tank to contain the leachate. Inspection shall be performed under the direction of a Florida Registered Professional Engineer.
2. Upon completing the field inspection, a written inspection report shall be prepared that shall include a summary of findings, photographs of the interior and exterior of each tank and an exhibit of the tank's general arrangement. Should deficiencies be noted, corrective actions and estimated repair cost should be noted in the recommendation section of the leachate tank inspection report. Report shall be signed and sealed by a Florida Registered Professional Engineer.
3. Upon completion of the report, five (5) copies of the report shall be provided to the County for use by Nassau County in maintaining an inspection file and submittal to FDEP for approval.

FDEP PERMIT SPECIFIC CONDITION NO. 42.

A Facility operator shall inspect the leachate wetwell and exposed exteriors of the leachate storage tanks for leaks, corrosion, and maintenance deficiencies each day the facility is open for operation. Additionally, a complete and thorough tanks inspection shall be conducted by a qualified contractor/consultant within three years of the October

13, 2005, inspection, and shall be conducted after all tank deposits have been removed (including from the tank interiors) and shall include all tank rings from top to bottom, plus the floor and roof.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P.O. Box 1010
 Fernandina Beach, Florida 32035-1010

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 Michael H. Boyle
 Tom Branan
 Barry Holloway
 Marianne Marshall

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 Dist. No. 2 Fernandina Beach
 Dist. No. 3 Yulee
 Dist. No. 4 Hilliard
 Dist. No. 5 Callahan

JOHN A. CRAWFORD
 Ex-Officio Clerk

David A. Hallman
 County Attorney

Ted Selby
 Interim County Coordinator

September 27, 2007

Mr. R.E. Penny
 Director of Industrial Sales and Marketing
 Tank Industry Consultants
 7740 West New York Street
 Indianapolis, Indiana 46214

RE: Agreement for inspection of three 20k Gallon Vertical,
 Cylindrical Flat Bottom Leachate Tanks

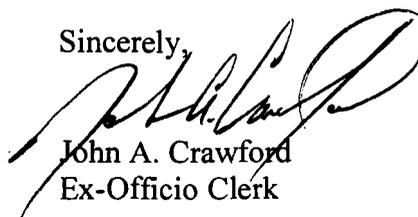
Dear Mr. Penny:

During a regular session of the Nassau County Board of County Commissioners held September 24, 2007, the Board approved and authorized the Chairman to sign the referenced agreement. Two original documents are enclosed. Please sign both agreements, retain one copy for your files, and return the second agreement to my office in the self-addressed envelope.

Thank you for your attention to this matter.

If I can be of any service to you, please do not hesitate to let me know.

Sincerely,



John A. Crawford
 Ex-Officio Clerk

Enclosures

Thank you! We look forward to working with you!
Ray Penny

(904) 548- 4660, 879-1029, (800) 958- 3496

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