

RECEIVED

CONTRACT APPROVAL FORM CONTRACT MANAGEMENT

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2003

2013 JUL 31 AM 11:36

CONTRACTOR INFORMATION

Name: Tank Industry Consultants
Address: 7740 West New York Street Indianapolis Indiana 46214
Contractor's Administrator Name: Gregory R. Stein Title: P.E., Managing Principal
Tel#: 281-367-3511 Fax: 317-271-3300 Email: penny@tankindustry.com

CONTRACT INFORMATION

Contract Name: Tank Industry Consultants Inc. Contract Value: \$7,830
Brief Description: Evaluate the condition of three (3) 20,000 gallon leachate tanks at West Nassau Landfill
Contract Dates : From: to Status: X New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP X RFQ Coop. Other

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract: No Increase
New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Department Head Signature Date 7/30/13 Funding Source/Acct # 70362534-531313
2. Contract Management Date 8/1/13
3. Office of Management & Budget Date 8-8-13
4. County Attorney (approved as to form only) Date 8-13-13

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby Date 8/14/13

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

2013 AUG 14 PM 4:25

CONTRACT MANAGEMENT

RECEIVED

RECEIVED COUNTY MANAGER'S OFFICE 13 AUG - 1 PM 2:50

RECEIVED COUNTY MANAGER'S OFFICE 13 AUG 14 AM 10:36

RECEIVED CONTRACT MANAGEMENT 2013 AUG 13 AM 10:44

**Standard Form of Agreement between Owner and Engineer
for Professional Tank Evaluation Services**

This Agreement, made this 14th day of August, 2013 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and the Board of County Commissioners of Nassau County, 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 hereby agreed:

SECTION 1 - SERVICES OF ENGINEER

- 1.1. "Proposal to the owner dated July 15, 2013" as used in this agreement shall mean the Engineer's proposal to Nassau County Department of Solid Waste Management dated July 15, 2013.
- 1.2. The ENGINEER agrees to provide professional tank evaluation services in accordance with the ENGINEER's proposal to the OWNER dated July 15, 2013.
 - Tank Evaluation
- 1.3. If ENGINEER is requested to perform professional services in addition to tank evaluation, a new agreement will be required. This agreement is only for the scope of services stated above in paragraphs 1.2.

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. 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.
- 2.5. Perform the duties required under the Terms section (if any) of the Proposal.
- 2.6. The information and services to be provided by OWNER under this Section will be without cost to ENGINEER.

SECTION 3 - PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER for Services rendered in the amounts outlined in the Proposal to the OWNER dated July 15, 2013. OWNER shall issue payment to ENGINEER within 45 calendar days of receipt of properly submitted invoice.

SECTION 4 - TERMS AND CONDITIONS

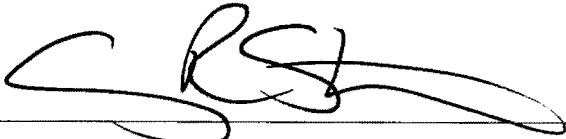
- 4.1. **Professional Responsibility** - ENGINEER represents that the services shall be performed, within the limits presented by OWNER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services 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. **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.

- 4.3. **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 OWNER and others for the Project; however, such documents are not intended or represented to be suitable for re-use by 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 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 OWNER and the ENGINEER.
- 4.4. **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.
- 4.5. **Indemnification** - The ENGINEER agrees to indemnify OWNER, their officers employees, and agents against, and will hold and save them harmless from 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 OWNER. The ENGINEER shall not be liable for any consequential damages. The fees listed in the Proposal to OWNER dated July 15, 2013 are based upon the total liability to the ENGINEER not exceeding \$50,000 or the contract amount, whichever is greater.

IN 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

OWNER: Board of County Commissioners of Nassau County



By: Gregory R. Stein, P.E., Managing Principal

By:

Dated: July 25, 2013

Printed:

T.J. Selby

Dated:

8/14/13

**Nassau County
Leachate Tank Inspection
Three (3) 20,000 Gallon
Request for Quotation Due 7/22/13 @ 5:00 p.m.
Results**

Tank Industry Consultants
7740 West New York St
Indianapolis, Indiana 46214
281-367-3511
832-656-2015 Cell
Ray Penny
penny@tankindustry.com

\$7,830 ✓

DJA Inspection Services, Inc.
P.O. Box 384
1763 Allegheny Blvd
Reno, PA 16343
1-800-235-2869
George Sterner
georges@djainspection.com

No Bid

Petro Chem Inspections Srvc.
1475 East Sam Houston Parkway South
Suite 100
Pasadena Tx 77503
1-800-747-4099
Kenn Payne
Richard Diggins
kpayne@petrochemintl.com
rdiggins@petrochemintl.com

\$26,000

Environmental Remediation Service Inc.
760 Talleyrand Ave
Jacksonville, Fl 32202
904-791-9992
John Anderson
j.anderson@ersfl.com
Don Labell
d.labell@ersfl.com
904-545-9833 (cell)

\$22,473

TIC
TANK
INDUSTRY
CONSULTANTS

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Bolingbrook, Illinois
630 / 226-0745

Pittsburgh, Pennsylvania
412 / 262-1586

El Paso, Texas
915 / 790-0790

Houston, Texas
281 / 367-3511

Letter of Transmittal

July 26, 2013

Becky Diden
Nassau County Department of Solid Waste Management
46026 Landfill Road
Callahan, Florida 32011

Enclosed:

- ✓ Two signed originals – Standard Form of Agreement for Professional Services

To proceed with the project, please sign and return one original copy of the Agreement to my attention.

Thank you,

Penni Snodgrass
Tank Industry Consultants
7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 – phone
317 / 271-3300 – fax
snodgrass@tankindustry.com

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Pittsburgh, Pennsylvania
412 / 262-1586

Houston, Texas
281 / 367-3511

July 15, 2007

Nassau County Department of Solid Waste Management
46026 Landfill Road
Callahan, Florida 32011

Attn: Becky Diden

Re: Proposal to Evaluate the Condition of
Three (3) 20,000 Gallon "Leachate" Tanks located at
West Nassau Landfill near
Callahan, Florida

Dear Ms. Diden:

Thank you for contacting Tank Industry Consultants (TIC) concerning your tank evaluation needs. In response to your Request for Quotations dated July 8, 2013, TIC is pleased to submit this proposal for evaluating the condition of the referenced tanks. TIC previously evaluated these tanks in October of 2005 and again in October of 2007.

BACKGROUND

Each tank is a vertical, cylindrical, flat bottom tank, 10' 6" in diameter by 31 feet high and stores approximately 20,000 gallons of leachate, described as highly corrosive, contaminated water runoff from a solid waste landfill operated by Nassau County Department of Solid Waste Management (Nassau). Each tank has an approximately 24 inches diameter access manway in the vertical wall of the tank. The tanks are reported to have been shop built and erected, each in one piece on site in 1992.

SCOPE:

TIC proposes to perform a visual inspection of each tank in accordance with the current edition of the Steel Tank Institute's (www.steeltank.com) Standard SP001. This standard was developed and published by STI for small tanks. The STI standard is more suitable for small, non-hydrocarbon tanks than is API 653.

TIC's inspector will have current OSHA confined space and fall prevention training, but not HAZWOPER training. Our Safety Director is HAZWOPER trained and certified, but not our inspectors.

An Employee-Owned Company
An Employee-Owned Company

TIC will provide a written report of our observations, conclusions and any recommendations for repair or modification. We will send an experienced inspector to visit the site and observe all three tanks internally and externally in one day, after they have been removed from service, drained and made safe for entry by Nassau. Our inspector will take color photographs of each tank and these photos will be included in our written report. If the tanks are open, clean, gas free and ready for inspection, our observation of the tanks should require no more than a single day.

TIC will take representative thickness measurements on the bottom, shell (wall) and roof of each tank where accessible. These measurements will be compared to the original thicknesses and to previous measurements taken by TIC in 2005 and 2007. This proposal does not include any other NDE work, such as magnetic flux leakage testing, radiographs, etc. If TIC determines that additional NDE is necessary to assess the condition of any of the tanks, we will advise and include such a recommendation in our report.

FEE:

TIC proposes to perform the work described above for the firm price of Seven Thousand Eight Hundred Thirty Dollars (\$7,830). This fee is based on observing all three tanks during a one day visit to the site. This fee will be invoiced along with the submittal of our written reports, and payment will be due within thirty (30) calendar days after receipt of the invoice.

RESPONSIBILITIES OF NASSAU:

Nassau will be responsible to ensure that each tank is emptied, cleaned of all toxic, asphyxiate or otherwise deleterious substances, isolated from connected piping and electrical equipment, and made safe for entry of TIC personnel prior to TIC personnel's arrival on site. TIC also requires that before TIC personnel enter the tank, that the concentration of any hydrocarbon vapor inside the tank is less than ten percent (10%) of its lower explosive limit (LEL) and that the oxygen content of the atmosphere is between 19.5 % and 23.5%. This may require cleaning and/or ventilation of the interior of the tank prior to entry and ventilation during entry. TIC will provide personal protective equipment (PPE) for its personnel, equipment to monitor the atmosphere inside the tank and an ultrasonic thickness gage. Nassau will be responsible for providing access to the site and each tank including lighting inside each tank and, as necessary and appropriate, any ladders, scaffolds or other means of OSHA approved access, plus a person to accompany our inspector and to act as "hole watch" and assist TIC's inspector, as necessary.

DELIVERABLES:

TIC will provide a printed original plus four (4) printed color copies and one electronic copy (on CD) of a written report of observations, conclusions and recommendations for the tanks. This report will be certified by a Florida Registered Professional Engineer. We will also provide a simple agreement for transfer of electronic format documents once the field portion of the evaluation has been completed.

TERMS AND CONDITIONS

This offer is based on the attached Standard Form of Agreement Between Owner and Engineer for Professional Tank Evaluation Services. This proposal is valid for your acceptance within ninety (90) calendar days of its date. After that date, we would be pleased to review our price and delivery promises based on then current conditions.

HOW TO PROCEED

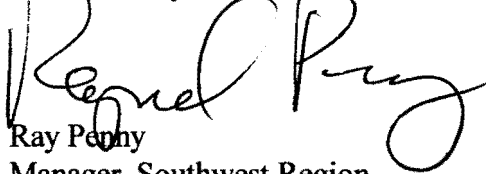
If you would like to proceed with TIC performing this work, please sign, date and fax or scan and eMail a copy of the attached Agreement to Ms. Julie Perkins, Office Manager, in our Indianapolis Headquarters office (Fax Number 317-271-3300; eMail White@tankindustry.com).

Upon receipt of the signed agreement, we will send our current insurance certificate and call you to schedule our visit to observe the tanks.

Please call if you have any questions on the above or the agreement. Please also visit our web site at www.tankindustry.com to learn more about our company, including our services and personnel. We look forward to working with you again.

Sincerely,

Tank Industry Consultants



Ray Penny
Manager, Southwest Region

attachment

cc: Julie White – TIC, Indianapolis
John M. Lieb, P.E. – TIC, Bolingbrook

The Nassau County Solid Waste Management Department is soliciting quotes for the following commodities and/or services:

***Leachate Tank Inspection to include
Three (3) 20,000-gallon "Leachate" tanks.***

Inspector will be required to pressure clean or inspect by video recording the leachate collection and removal systems, and have a professional engineer review and evaluate the results. Per rule 62-701.400 (6) (c) the inspection shall be conducted to reveal if there is a tank deficiency, leak, or any other deficiency that could result in failure. All findings are to be submitted to Nassau County in a tank inspection summary report with all information and pictures. If it is necessary, corrective actions and a schedule for completing the repairs shall be included in the report.

This inspection should be in accordance with the API Standard 653. The inspector shall be certified for confined entry space and be capable of determining if the entry into the tanks is safe. The inspector shall be OSHA certified under 29 CFR 1910 (HAZWOPER) to deal with potential chemical exposure. The inspector shall provide to the County the requirements for the inspection a minimum of (1) one week prior to arriving on site, for example empty tanks, ventilation requirements, access requirements etc.

Five (5) original color copies of the report and one (1) digital copy of the report shall be submitted to Nassau County no later than October 7, 2013.