

**F4016**  
**SCOPE OF SERVICES**

**REPLACEMENT OF ABOVE GROUND FUEL STORAGE TANKS AND ASSOCIATED  
PIPING AND ELECTRICAL CONNECTIONS FOR THE FLORIDA  
DEPARTMENT OF  
TRANSPORTATION, PALM BEACH OPERATIONS CENTER**

**1.0      Introduction**

**1.1      Description of Services**

The work specified under this Contract shall consist of providing all labor, materials, equipment, and incidentals necessary to perform the replacement of the existing above ground fuel storage tanks at the Florida Department of Transportation, **PALM BEACH OPERATIONS CENTER**.

**1.2      Definition of Terms**

For the purpose of this Contract, whenever the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown hereunder:

**Contract:** The term “Contract” means the entire and integrated Agreement between the Department and the Vendor (hereinafter collectively referred to as the “Parties”), which supersedes all prior negotiations, representations, or agreements, either written or oral.

**Department:** State of Florida Department of Transportation.

**Vendor:** The firm selected through the competitive bid process to provide the services requested herein.

**Department’s Project/Contract Manager:** The individual employee(s) of the Department responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection and acceptance of services provided and approval for payment of services requested herein.

**Vendor’s Project Manager:** The individual employee of the Vendor responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection of services provided and the submission of payment documents for all services requested herein. The Vendor’s Project Manager is responsible for all communication with the Department and the Department’s Project/Contract Manager.

**Supplemental Agreement:** A written agreement between the Vendor and the Department modifying the Contract within the limitations set forth in the Contract, and as provided by law.

**Work Document/Authorization:** A work request issued periodically to the Vendor for work required at the Contract locations, describing work and pay item quantities authorized to the Vendor to proceed with the work.

## **2.0 Locations and Site Descriptions**

Fuel storage facility for Florida Department of Transportation, Palm Beach Operations Center, 7900 Forest Hill Blvd, West Palm Beach, Florida 33413.

## **3.0 Vendor's Qualifications**

The Vendor shall maintain and keep in force throughout the life of the Contract, renewals, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default pursuant to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

### **3.1 Certification and Registration**

- A. The Vendor or sub-Vendors shall hold a valid and current license as a Certified Electrical Vendor in strict accordance with Chapter 489, Florida Statutes (F.S.). A copy of all required licenses and/or certifications for this Contract shall be submitted and included with the Vendor's bid package.
- B. The Vendor or sub-Vendors shall have a Pollutant Storage Systems Specialty Contractor License issued by Florida Department of Business and Professional Regulation, authorizing the license holder to perform servicing, testing, or installing of fueling systems and/or equipment.
- C. All sub-Vendors shall be properly licensed meeting the requirements under the respective trade category for the work to be performed under this Contract.

### **3.2 Certification of Experience**

The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been licensed and actively involved in the type of business requested in the scope of work for this Contract for a minimum of **ten (10) years**. The Vendor submit documentation of the work experience with its bid package.

### **3.3 Performance Bond / Labor and Materials Payment Bond**

Prior to commencement of any services pursuant to this Contract and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force both bonds provided by a surety company authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Contract according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The bidder must submit, with its bid, a current letter from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the bidder's present ability to obtain a Performance Bond / Labor and Materials Payment Bond in the full amount of the bid. Failure by the bidder to provide this letter with its bid will constitute a non-responsive determination for its bid.

## 4.0 Scope of Services

### 4.1 Furnish Labor, Equipment and Materials for the Following Scope of Work:

- 4.1.1 Mobilize men and equipment to the job site.
- 4.1.2 Disconnect and safe off the fuel system electric.
- 4.1.3 Evacuate the existing product lines by blowing the product back into the tanks.
- 4.1.4 Disconnect the existing aboveground piping from the existing fuel tanks. **Remove and Replace Sump.**
- 4.1.5 Remove and dispose of all remaining gasoline and diesel fuel left inside the tanks.
- 4.1.6 Clean and vapor free the existing tanks ensuring they are safe.
- 4.1.7 Transport and dispose of the (2) existing 10,000 gallon tanks after cleaning.
- 4.1.8 Furnish and install (2) 10,000 gallon cylindrical aboveground UL 2085 Fireguard tanks designed for gasoline and diesel fuel.
- 4.1.9 Each tank interior will be painted with an epoxy liner and each exterior will be painted with an epoxy primer and white urethane. The tanks must come with a 30-Year warranty.
- 4.1.10 Furnish and install on each of the above tanks the following components. Emergency vents, primary vents, Morrison Brothers liquid level clock gauge, Morrison Brothers overfill protection valve, grade level fill piping complete with a 20 Gallon Spill Mate overspill container, 1-way swing check valve, ball valve, male adapter, dust cap and the required product identification & warning decals.
- 4.1.11 Furnish and install (2)  $\frac{3}{4}$  HP Red Jacket ' Submersible Turbine Pump's (STP) complete with a 2" ball valve, 2" electric anti siphon valve, pressure relief valve and the required 2" rigid pipe and fittings to tie the new pumps into the existing aboveground piping.
- 4.1.12 Furnish and install (2) Mechanical Line Leak Detectors, 1 for each product line.
- 4.1.13 Pressure and soap test the new piping.
- 4.1.14 Install in each tank (1) Veeder-Root in tank liquid level probe and (1) Veeder-Root interstitial sensor.
- 4.1.15 Connect the new VR probes and sensors to the existing VR console with the required conduit, seal offs & junction boxes as needed on each tank.
- 4.1.16 Re- program the VR console as needed.
- 4.1.17 Provide conduit and wiring as needed to connect the new Red Jacket STP's and the electric anti siphon valves.
- 4.1.18 After fuel has been delivered Vendor will start up and test the pumps for proper operation.

4.1.19 Have a 3rd party do a precision test on the lines and leak detectors.

4.1.20 Leave the site clean and free of debris associated with the above scope of work.

**4.2. Warranty:**

1. The Vendor Shall provide a thirty (30) year warranty for gasoline and diesel fuel tanks purchased under this Contract. Coverage shall begin upon final acceptance of the project by the Department and shall include but not be limited to equipment.
2. The Vendor shall guarantee all installation work, defective materials, associated components, parts, and workmanship for one (1) year from the date of final acceptance by the Department. In the event that the equipment fails, or any deficiencies found within the guarantee period, the Vendor shall correct all deficiencies/defects at no cost to the Department.

**4.3 General Notes and Other Requirements**

- A. The Vendor shall examine the Contract documents and each Site of the proposed work carefully before submitting a proposal for the work completed under this Contract. The Vendor shall investigate the conditions to be encountered, the character, quality, and quantities of work to be performed, and the materials to be furnished to complete the work in accordance with the requirements of all contract documents.
- B. At the Pre-work Conference and prior to the Department issuing the Notice to Proceed (NTP), the Vendor shall submit to the Department for approval, a copy of the Vendor's proposed plan and methods for performing the work, including a list of equipment and personnel anticipated for use.
- C. The Vendor shall maintain an adequate number of qualified personnel for the Vendor to complete all assigned work within the time period required under this Contract.
- D. The Vendor shall complete the work in an orderly and efficient manner. The Vendor shall proceed with the work with all due diligence and use all reasonable efforts to complete the same without delay; failure to do so may constitute unsatisfactory performance, and after written warning, the Vendor may be declared in default.
- E. The Vendor and sub-Vendor(s) shall ensure that all motor vehicles used on this project are registered and insured. All drivers shall be licensed in the State of Florida.
- F. The Department shall have the right to suspend the work wholly or in part, for such period(s) as the Department deems necessary. The Department will order such suspension in writing, detailing the reasons for the suspension and the Vendor shall not resume operations until it receives written authorization from the Department to do so.
- G. All work shall be completed in strict compliance with all local, state, and federal requirements, laws, and regulations and in accordance with all equipment manufacturer specifications.

#### **4.4 Parts or Materials Requirements**

- A. All parts or materials provided or used by the Vendor for this project shall be new.
- B. The Vendor shall ensure that all parts, materials, equipment and incidentals incorporated into the work are completely free of any type of asbestos materials.

#### **4.5 Tools and/or Equipment**

The Vendor shall be responsible for providing all tools and/or equipment (owned, leased or rented) that may be needed for this project.

#### **4.6 Submittals**

At the Pre-work Conference, the Vendor shall submit a copy of the following documents to the Department's Project/Contract Manager for the Department's review and records:

- A. A list of all personnel anticipated for employment under this Contract.
- B. Work plan.
- C. Vendor's Traffic Control Plan (if applicable).
- D. Emergency Phone List.
- E. The Vendor shall complete and return all required documents provided by the Department with the Pre-work package, prior to the issuance of the NTP.

#### **4.7 Work Status**

The Vendor shall keep the Department's Project/Contract Manager informed of the status of all work being performed throughout the duration of this Contract.

#### **4.8 Lighting, Water and Power Source at the Site**

- A. If the existing lighting at the Site is not adequate, the Vendor shall be responsible for providing, at its sole expense, additional lighting necessary to perform the work required under this Contract. The Department will not be responsible for providing additional lighting that may be required to perform or inspect the work required under this Contract.
- B. If water is not available at the Site or is not of sufficient volume or pressure, the Vendor shall be responsible for providing, at its sole expense, additional water necessary to perform the work required under this Contract.
- C. The Vendor and sub-vendor(s) may use the Department's electrical power outlets to power the tools utilized by the Vendor's or sub-vendors' personnel to perform the work under this Contract. The amperage of the Vendor's and sub-vendor's tools shall not exceed the allotted circuit amperage in the area work is being performed. The Vendor and sub-vendor(s) shall verify the amperage at the time work is to begin and shall ensure the electrical demand for tool power supply will not overload the circuits.

#### **4.9 Notification of Damages and Damage Repair**

The Vendor shall notify the Department's Project/Contract Manager verbally and/or by email of any damages to the Facilities or property of the traveling public as a result of the Vendor's operations. The notification shall be completed by no later than the next business day and include, at a minimum, the type of damage, location, nature of the incident, time and date of occurrence, photos and any related injuries. The Vendor shall, at its sole expense, repair all damages within twenty-four (24) hours of occurrence or at such other time approved by the Department's Project/Contract Manager.

#### **4.10 Clean-up and Disposal**

The Vendor shall maintain all Site and setup areas in a clean, neat and presentable condition. Upon completion of the Vendor's daily work activities, the Vendor shall collect and remove from the Site all surplus, discarded materials and any other trash resulting from the work, and properly dispose of the same at a dumpsite approved for the disposal of each different type of material. Daily clean-up and disposal of materials shall be performed to the satisfaction of the Department's Project/Contract Manager. All costs associated with clean-ups and disposals are incidental to this Contract and shall be included in the Vendor's prices on the Bid Sheet.

#### **4.11 Subletting or Assigning of Work**

The Vendor shall not sublet, assign or transfer any work under this Contract without prior written consent by the Department. Upon written consent by the Department, the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization work amounting to not less than forty percent (40%) of the total Contract amount. All sub-vendors are required to be qualified and certified for the work they intend to perform in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of its respective liabilities. The Department recognizes a sub-vendor only in the capacity of an employee or agent of the Vendor. The Vendor, sub-vendor(s), or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified.

#### **4.12 Notice of Claim**

Where the Vendor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Department, the Vendor shall notify the Department in writing of the intention to make a claim for additional compensation or a time extension before beginning the work on which the claim is based. Such notice by the Vendor shall not in any way be construed as establishing the validity of the claim. If such notice is not submitted to the Department within ten (10) calendar days after the Vendor first recognizes the condition giving rise to the claim, the Vendor hereby waives all right to any claim for additional compensation for such claim.

Rejection of the claim(s) by the Department does not absolve the Vendor of its obligations to meet the requirements in this Contract.

### **5.0 Safety and Worker Protection**

#### **5.1 Safety and Worker Protection Requirements**

- A. The Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Vendor shall provide the necessary protection for the safety of its employees, sub-Vendor(s), sub-Vendor's employees and the public to prevent damage, injury, or loss to:
  - All employees at the Site and other persons who may be affected thereby.
  - All the work and materials, and/or equipment to be incorporated therein, whether in storage on or offsite.
  - Other property at a Site or adjacent thereto, including trees, lawns, walkways, pavements, roadways, structures, and utilities.
- B. The Vendor shall assume full liability for compliance with all federal, state and local regulations pertaining to the protection of workers and persons occupying adjacent Facilities.
- C. Any damages to the property of the traveling public and/or the Department as a result of the Vendor's work shall be the sole responsibility of the Vendor.
- D. The Vendor shall properly use and dispose of all chemicals and other hazardous materials in strict accordance with applicable local, state, and federal laws and regulations and shall indemnify the Department of any liabilities arising out of the Vendor's handling, use of, and disposal of said chemicals and hazardous materials.

## **5.2 Delay of Work Due to Weather or Other Causes**

- A. When the work is delayed or precluded from being done on schedule, by inclement weather, natural disaster, emergency condition, other work performed by Department personnel, or another Department Vendor, the Vendor shall reschedule the work and advise the Department's Project/Contract Manager of the change in schedule caused by the weather or any other cause for the delay, such as the example contained herein.
- B. In case of extreme traffic or weather conditions, the Vendor shall be required to remove their operation from the roadway and/or right of way at the discretion of the Department's Project/Contract Manager, the Florida Highway Patrol, or other law enforcement agency having jurisdiction over these roadways.

## **6.0 The Department's Responsibilities**

### **6.1 Administration of Contract**

All work under this Contract will be under the administration of the Department.

The Department will assign the Department's Project/Contract Manager to administer the terms and conditions of the Contract at the Pre-work Conference.

### **6.2 Pre-work Conference**

The Department will contact the Vendor and schedule a Pre-work Conference prior to the start date of the Contract to review the work involved and the requirements of the Contract.

### **6.3 Periodic Inspection**

The Department shall have the right to conduct periodic inspections of work performed and materials used to determine compliance with the requirements of this Contract. The Department's Project/Contract Manager shall have the right to inspect and reject any and all work and materials that does not meet with the requirements of the Contract. Any work or materials rejected by the Department shall be corrected at the Vendor's expense. Failure to reject defective work or materials, whether from lack of discovery or for any other reason, shall not relieve the Vendor from responsibility to complete the work in full compliance with all Contract requirements, and shall in no way prevent later rejection of such defective work or materials by the Department.

### **7.0 Payment Schedule:**

The Contractor shall be paid according to the progress payments shown in the schedule below after the satisfactory completion of each deliverable as per the contract documents and after verification review and approval by the Department:

- A. = 20%** of total project amount upon removal of existing Tanks.
- B. = 30%** of total project amount upon Delivery of New 10,000 Gallon Tanks
- C. = 30%** of the total project amount upon completion of installation of Tanks and Sump
- D. = 20%** of the total project amount upon acceptance of services and all permits signed by appropriate agencies