



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.30.

7/7/2020

### Subject:

Approval, Re: Permission to piggyback existing Purchasing Cooperative Contract #18090301 for the Replacement of Gym Floor at Max K. Rodes Park Community Center

### Fiscal Impact:

\$133,200.00 is the quoted price to replace the floor.

### Dept/Office:

Central Services / Purchasing Services for Parks and Recreation

### Requested Action:

It is requested that the Board of County Commissioners:

- Authorize County Staff to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative Contract, Contract #1809030/Gym Floors, Repairs, Replacements and Services by piggyback for replacement of the gym floor at Max K. Rodes Park Community Center;
- If required, due to a denied insurance claim, authorize payment for replacement of the gym floor from CARES Funds;
- Authorize the County Manager to execute the resulting contract and any contract amendments or related contractual documents upon review by the County Attorney's Office, Risk Management, and Purchasing Services; and
- Authorize the County Manager to execute any necessary Budget Change Requests.

### Summary Explanation and Background:

Purchasing Services, on behalf of the Parks and Recreation Department, requests permission to piggyback TIPS Purchasing Cooperative Contract #1809030/Gym Floors, Repairs, Replacements and Services for the replacement of the gym floor at the Max K. Rodes Park Community Center. TIPS, a Purchasing Cooperative, is a public governmental entity group that began in 2002. The TIPS contract is a competitively negotiated contract and effective through November 2021.

The Max K. Rodes Park Community Center was utilized for as the Local Staging Area (LSA) site to receive and distribute Personal Protective Equipment (PPE) supplies received from the state and purchased by the County in direct response to the COVID-19 Pandemic.

The gym floor is now in need of replacing due to damage caused when the pallets of the PPE were received and stored at the gym. Pallet Jacks and other equipment utilized to transport loaded pallets created indentions and marks on the gym floor that are not able to be repaired.

Utilizing the TIPS contract will allow Brevard County to take advantage of the TIPS Purchasing Cooperative

larger buying power and reduce administrative costs associated with a formal solicitation. Staff recommends approval to piggyback the TIPS Purchasing Cooperative contract and authorize the County Manager to execute said Contract.

County staff filed a claim with the County's insurance company for replacement costs of the floor. Should the insurance company deny the claim, County staff is asking that the replacement be paid for with CARES Funds.

**Clerk to the Board Instructions:**

None



July 8, 2020

**M E M O R A N D U M**

**TO:** Steven Darling, Central Services Director

**RE:** Item F.30., Approval for Permission to Piggyback Existing Purchasing Cooperative Contract #18090301 for the Replacement of Gym Floor at Max K. Rodes Park Community Center

The Board of County Commissioners, in regular session on July 7, 2020, authorized County staff to use The Interlocal Purchasing System (TIPS) Purchasing Contract #1809030 - Gym Floors, Repairs, Replacements, and Services by piggybacking for replacement of the gym floor at Max K. Rodes Park Community Center; authorized payment, if required, due to a denied insurance claim, for replacement of the gym floor from CARES Funds; authorized the County Manager to execute the resulting contract and any contract amendments or related contractual documents upon review by the County Attorney's Office, Risk Management, and Purchasing Services; and authorized the County Manager to execute any necessary budget changes requests.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Kimberly Powell, Deputy Clerk

cc: Purchasing Services for Parks and Recreation  
Risk Management  
County Attorney  
County Manager  
Finance  
Budget



# Southeastern Surfaces & Equipment, Inc.

Florida State Certified M/WBE  
Florida State Certified General Contractor – CGC 012423

Post Office Box 602 • New Smyrna Beach • Florida • Office (800) 644-8875 • Fax (386) 428-8767

## QUOTATION

**TO: Michael Butcher**  
**BREVARD COUNTY PARKS OPERATIONS**

**DATE: June 17, 2020**  
**PHONE: 321-633-2046**  
**FAX:**

**From: Chris Hansen**  
**Email: [chansen@sseteam.com](mailto:chansen@sseteam.com)**

**QUOTE #:2020-061720**  
**Email: [michael.butcher@brevardfl.gov](mailto:michael.butcher@brevardfl.gov)**

**PROJECT: MAX K RODES PARK COMMUNITY CENTER**

**We are pleased to offer the following materials and service:**

Remove and dispose approximately 8,460 s.f. of pad and pour athletic flooring.

Provide and install Mondo Advance 8 mm over Everlay ,  
game lines:

1- main basketball

2- cross basketball

1 main volleyball

2 cross volleyball

4- pickleball

Perimeter black vented rubber cove base and door transitions.

MONDO TIP CONTRACT # 181101

M004 - 8mm advance \$15.00 x 8,640 s.f. =\$129,600.00

M033-Everlay \$3.59/ s.f. x 8,640 s.f. = \$31,017.60

M099- Demo Resilient \$1.55/ S.f. x 8,640 s.f. = \$13,392.00

M112-Vented Rubber base \$7.91/ 372 l.f. x =\$2,942.52

M116 Dumpsters \$927.00 each x 2= \$1,854.00

M137 Game lines \$1,200.00 each x 10=\$12,000

Total .....\$ 190,806.12

Previous customer Discount.....(\$57,606.12)

**\*Grand Total .....\$ 133,200.00**

569 Canal Street • New Smyrna Beach • Florida • 32168 • Voice (386) 428-8875 • Fax (386) 428-8767  
717 N. Magnolia Ave. • Orlando • Florida • 32803 • Voice (407) 409-7042 • Fax (407) 264-8561  
4630 N.E. 11<sup>TH</sup> Avenue • Fort Lauderdale • Florida • 33334 • Voice (954) 491-9696 • Fax (954) 491-9697  
5485 Hedgewick Way • Cumming • Georgia • 30040 • Voice (770) 886-8686 • Fax (770) 886-3433



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- \*Assumes that the slab is level to 1/8" in 10' radius
  - \* No slab leveling included.
  - \*Not to exceed 8,460 s.f.
- Includes handling of the (2) banks of bleachers in the gym.

#### NOTE:

IN STOCK COLORS WILL SHIP IN 1-2 WEEKS ANY STANDARD COLORS NOT IN STOCK 6-10 WEEK DELIVERY.

TYPICALLY MONDO will stock over 100,000 s.f. of the L92 Dark Maple in stock.

#### Notes:

- We accept Visa, Master Card and American Express. Payments made using an American Express card will require an additional fee of 2.5%.
- Sales/Use taxes are INCLUDED in above bid amount.
- 50% Deposit required at time of Order. Balance due on completion, with prior approved credit.
- Payment and Performance Bonds are NOT INCLUDED in the above price. Add 1% for our standard bond form. If alternate bond forms are required there may be an additional cost and the forms will be subject to approval by our bonding company.
- Materials stored at owner or GC's request will incur storage fees and handling charges.
- All electrical service requirements, including conduit, wiring and/or final hook which may be required shall be provided by electrical subcontractor.
- Hoisting for non-ground floor access, unless specifically indicated above is not included.
- Permits, if required, are not included and shall be provided by others at others expense.
- **Athletic Equipment** – We exclude all overhead support beams. Cradles, other accessories (i.e. height adjusters, safe straps, etc.), shot clocks, or finish painting are not included unless specifically indicated above.
- **Flooring** -- Concrete slab must be level to 1/8" in a 10' radius and dry to 4.5# per 1,000 Sq.Ft. as tested by Calcium Chloride dry crystal testing methods. All slab prep work, including leveling, and associated cost is by others. Moisture test results must be provided to SSE prior to scheduling of crew to jobsite by others and at others expense. Thresholds, reducers, base and removal/reinstallation of anything on the floor (i.e. bleachers or floor inserts) which may be required are excluded unless specifically included above.
  - **For Wood flooring contracts only:** GC shall provide subcontractor with electrical service for floor sanders – 208 v./3phase/100 amps.
  - **For Synthetic flooring contracts only:** No concrete sealers or curing compounds are to be applied or mixed with the subfloors.
- **Telescopic Bleachers** – All electrical connections including manual disconnect shall be provided by electrical subcontractor.
- This quotation is good for 60 days and subject to delivery and installation in six months.

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## TERMS AND CONDITIONS

- **FINANCE CHARGES** Purchaser will receive monthly statements; however, payment is due upon receipt of original invoice. If the balance shown on a monthly statement is not paid before the 30<sup>th</sup> day of the same month, interest will accrue on the unpaid amount at the highest rate allowable by Florida law.
- **PERSONAL JURISDICTION** Any judicial proceeding by the Purchaser against the Seller or the Seller against the Purchaser involving, directly or indirectly, any matter in any way arising out of related to, or connected with this agreement or any other credit document shall be brought in the courts of the State of Florida, County of Volusia, and the parties accept exclusive personal jurisdiction of these courts for the purpose of any suit, action or proceeding. In addition, the parties knowingly, intentionally, and irrevocably waive to the fullest extent permitted by law, any objection which they may now or later have to the laying of venue of any suit, action or proceeding arising out of relating to this agreement, or any judgment entered by any court brought in the State of Florida. Further, both parties intentionally and irrevocably waive any claim that any suit, action or proceeding brought in the State of Florida, County of Volusia, has been brought in an inconvenient forum.
- **ATTORNEY'S FEES** If Seller employs an attorney to enforce any provision of this Quotation or invoice, or to defend any action brought by Purchaser, its agents or employees against Seller, whether the action sounds in contract, in tort or otherwise, or to collect any payment due to Seller from Purchaser whether or not suit is instituted, Seller will be entitled to recover from Purchaser all costs and expenses incurred including a reasonable attorney's fee.
- **VENUE/JURY TRIAL/INTEREST** Purchaser will pay interest on all monies due to Seller at the highest lawful contract rate. Purchaser **WAIVES ANY RIGHT TO JURY TRIAL** in any action brought by or against Purchaser involving Seller regardless of whether the claim sounds in contract, in tort or otherwise, or is in any proceeding related, ancillary or supplementary to this Application. Purchaser waives any right of venue and agrees that any legal action or arbitration proceeding between Purchaser and Seller regardless of whether it sounds in contract, in tort or otherwise, will be brought in a state court of competent jurisdiction located in Volusia County, Florida.
- **PERSONAL GUARANTY** The person signing this Quotation on behalf of the Purchaser, personally and individually, guarantees the full and prompt performance of the Purchaser and the payment of all sums due to Seller. As used in this PO, The term "Purchaser" will also include the guarantor and any other party to this PO and all waivers are equally applicable to those persons.

I have read and agreed to the terms and conditions of this Quotation

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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