

AGENDA	
Section	Consent
Item No.	II A 2

Meeting Date
September 7, 2017



AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Permission to waive the formal bid process and execute a new lease contract with Affordable Structures Bid #B-5-12-80
DEPT/OFFICE:	Central Services on behalf of Utility Services Department

Requested Action:

It is requested that the Board approve permission to waive formal bid process, execute a new lease contract with Affordable Structures as a single source for the temporary office trailer at the South Central Wastewater Treatment Facility and authorize the County Manager to execute the new two-year agreement.

Summary Explanation & Background:

Due to limited office space at the South Central Wastewater Treatment Plant, Utility Services has leased a modular office trailer for several years while plant expansion has been budgeted, designed, and constructed. This office trailer houses the Maintenance Crew, Maintenance Supervisor's office, SCADA office, and training room.

In 2012 Utility Services advertised a competitive bid for this lease. At that time, it was estimated that the construction period for the new plant maintenance building would not exceed five years. The bid was awarded to Affordable Structures at the rate of \$785 per month. However, when the contract was executed, there was no provision for renewal. The contract expires on September 10, 2017.

Construction of the new office space at the South Central plant is estimated to continue for an additional twelve to eighteen months. There is no available space to move the maintenance offices and staff should a new bid be required. Additionally, award of a new bid would require a new building permit, removal and re-installation of all electrical, plumbing and data connections, and removal and re-installation of custom-built handicap ramps.

Due to possible interruption of critical services and response, Utility Services requests permission to waive the formal bid process and extend the current lease contract with Affordable Structures as a single source at the negotiated amount of \$1,150 per month for an additional two years. The contract provides for the County to terminate the lease if the maintenance building portion of the plant expansion is completed, as anticipated, in 12-18 months. Upon termination for convenience by the County, the County will only pay current months' invoices that are due and not the full 2-year term.

Fiscal Impact: \$27,600.00 for full 2-year rental

Contact: Teresa Camarata, Central Services Director, 321-637-5492, Teresa.Camarata@brevardfl.gov
Jim Helmer, Utility Services Director, 321-633-2091, Jim.Helmer@brevardfl.gov

Clerk to the Board Instructions:

Please e-mail clerk memo to rose.lyons@brevardfl.gov as soon as possible after meeting.

Exhibits Attached: Affordable Structures Lease Agreement

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager Frank Abbate	Assistant County Manager John Denninghoff	Department Director / Extension Teresa Camarata / Central Services Director / x55492
	Interim Assistant County Manager Jim Liesenfelt	 Jim Helmer, Utility Services Director / x52091

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Affordable Structures	
2. Fund/Account #: 4150/365130	3. Department Name: Utility Services
4. Contract Description: Temporary Office Trailer Rental	
5. Contract Monitor: Rose Lyons	7. Contract Type: LEASE/RENTALS
6. Dept/Office Director: Jim Helmer	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Helmer, Jim <small>Printed Name: Jim Helmer Printed Title: County Manager Date: 08/25/2017</small>	08/25/2017
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Laisey, Matt <small>Printed Name: Matt Laisey Printed Title: County Attorney Date: 08/25/2017</small>	08/25/2017
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon <small>Printed Name: Shannon Wilson Printed Title: County Attorney Date: 08/25/2017</small>	08/25/2017

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete	✓
Department Information	<input type="checkbox"/>	
Department	<input type="checkbox"/>	
Program	<input type="checkbox"/>	
Contact Name	<input type="checkbox"/>	
Cost Center, Fund, and G/L Account	<input type="checkbox"/>	
Vendor Information (SAP Vendor #)	<input type="checkbox"/>	
Contract Status	<input type="checkbox"/>	
Contract Title	<input type="checkbox"/>	
Contract Type	<input type="checkbox"/>	
Contract Amount	<input type="checkbox"/>	
Storage Location (SAP)	<input type="checkbox"/>	
Contract Approval Date	<input type="checkbox"/>	
Contract Effective Date	<input type="checkbox"/>	
Contract Expiration Date	<input type="checkbox"/>	
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>	
Material Group	<input type="checkbox"/>	
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>	
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>	
Monitored Items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>	

TEMPORARY OFFICE TRAILER RENTAL
CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017 by and between BREVARD COUNTY, a political subdivision of the State of Florida (the "County") and Affordable Structures (the "Vendor").

WITNESSETH:

WHEREAS, the County is desirous of extending the lease of the 26'8" x 46' modular office trailer which is located at the Brevard County Utility Services South Central Wastewater Treatment Plant, 10001 N. Wickham Rd., Melbourne, FL 32940 and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE SERVICES:** The Vendor shall continue to furnish the current modular office trailer for monthly rental payments and all associated labor, materials, equipment, machinery, tools, apparatus, transportation, and final teardown/removal specified in Invitation to Bid ITB #B-5-12-80-Temporary Office Trailer Rent/Lease: South Central WWTP.
2. **TERM:** Subject to the termination for convenience provisions in paragraph 14, the term of the Agreement shall be 24 months beginning on September 11, 2017.
3. **PAYMENTS:** Payment shall be made by the County to the Vendor for rental of this modular trailer at a monthly rate of \$1,150. Vendor shall provide the County with monthly invoices for services rendered. Subject to the dispute resolution procedures specified below, the County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq. For contracts in which the total County expenditure will be less than \$100,000 over the term of the contract, within 45 days after the date a payments request or proper invoice is received by the County, any dispute over payment shall be submitted to the Assistant County Manager responsible for the supervision of purchasing. Within 60 days after the payment request or proper invoice is received by the County, the Assistant County Manager shall review the invoice and make a final decision as to whether the County will tender payment. In the event payment is denied, the Assistant County Manager will specify, in writing, reasons for denial that are supported by the contract or by Florida law. Disputed payments under contracts involving the expenditure of in excess of \$100,000 over the term of the contract shall be referred to the County Manager following the same procedure described above.
4. **REPAIR/MAINTENANCE:** The Vendor is responsible for insuring that the modular trailer is structurally sound to perform the specified service for the entire twenty-four (24) month period.
 - a. The Vendor shall conduct a yearly inspection and submit an inspection report to Brevard County Utilities Department stating the stability and condition of the trailer for continued use.
 - b. The Vendor shall provide maintenance service within twenty-four (24) hours of notification of faulty structure and/or support equipment. Vendor's failure to respond within twenty-four (24) hours may

result in the County's hiring of alternative contractor/Vendor to complete the maintenance service and charging the cost to the awarded Vendor (owner). The Vendor/owner is responsible for any damage to or loss of County property caused as a result of failure on the part of the Vendor/owner and to complete repairs within the time specified herein. Vendor/owner must submit a 24-hour a day, seven days per week contact information in the event the County needs service on the unit.

c. The Vendor/owner shall in addition to all other guarantees, be responsible for faulty labor or quality of work and shall promptly correct improper work, without cost to the County, within twenty-four (24) hours after receipt of notification of such faulty labor or quality of work. If the Vendor fails within twenty-four (24) hours to correct defects the County shall be entitled to have such work remedied and the Vendor shall be fully liable for all costs and expense reasonably incurred by the County, which may be set-off against monthly rental payments. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period for corrective work performed in accordance with this paragraph, shall be effective for one (1) year after acceptance of work by the County.

d. The Vendor/owner shall replace the unit, at no cost to the County, if it is determined to be unsafe for its intended use by the County or any regulatory agency.

5. INDEMNIFICATION: To the extent permitted by law, the Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Vendor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under worker's compensation acts, or other related policies of insurance.

6. INSURANCE: The Vendor, at its own expense, shall maintain necessary insurance coverage on the modular trailer and keep required limits in force and at all times during the term of this agreement for damage.

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined singles limits of One Million Dollars (\$1,000,000) for Bodily Injury, Property Damage, and/or Fire per person or per occurrence.

b. **Comprehensive Coverage:** This means we cover most direct, sudden and accidental physical losses like: fire, lightning, explosion, vandalism, landslide, falling objects, attempted or actual burglary or robbery, water damage from bursting pipes, damage by wild or stray animals, and wind or hail damage.

c. **Insurance Certificates:** The Vendor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said General Liability policy shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

7. TAXES: The Vendor/Owner shall be responsible for payment of all applicable taxes on the office trailer provided under this contract including property taxes.

8. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

9. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the ordinances and laws of Brevard County and the State of Florida.

10. **COMPLIANCE WITH STATUTES:** It shall be the Vendor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

11. **VENUE:** Venue for any legal action by any party to this agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

12. **ASSIGNMENTS:** Vendor shall not assign any portion of this agreement.

13. **TERMINATION FOR DEFAULT:** If either party fails to perform under any provisions of this contract with due diligence or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the non-defaulting party may notify the other party in writing of the delay or non-performance and if not cured within 10 (ten) days or any longer time specified in writing by the County, the non-defaulting party may terminate the contract. In the event of termination in whole or part by the County, the County may procure similar supplies or services in a reasonable manner and upon reasonable terms deemed appropriate by the County. In the event of termination due to default of the Vendor, the Vendor shall be liable for excess costs incurred in procuring similar goods or services by the County. Subject to reasonable adjustment in price to be determined by the County, should public necessity demand it, the County reserves the right to utilize services or use and/or consume articles delivered by the Vendor which are substandard in quality.

14. **TERMINATION FOR CONVENIENCE:** The County reserves the right, in its best interests as determined by the County, to cancel this contract by giving written notice, by regular mail, to the Vendor thirty (30) days prior to the effective date of such cancellation. Upon such cancellation, the Vendor shall be responsible for picking up the leased unit and the County will relinquish possession of that unit to the Vendor. Upon termination for convenience by the County, the County shall pay any current month's invoices that are due.

15. **INDEPENDENT CONTRACTOR:** The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted to or construed to constitute the Vendor or any of its agents or employees to be the agent, employee or representative of the County.

16. **RIGHT TO AUDIT RECORDS:** The County shall be entitled to audit the books and records of the Vendor to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Vendor for a period of three (3) years from the date of final payment under this agreement unless a shorter period is otherwise authorized in writing.

17. **NON-APPROPRIATIONS:** If this contract extends beyond the fiscal year in which it is executed, Brevard County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners.

18. **PUBLIC ENTITY CRIMES:** The Vendor must provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133(3)(a) within ten (10) days of the date of this Agreement and prior to commencing any work under this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Vendor shall provide to the County their Federal Tax ID Number or, if the Vendor is a sole proprietor, a Social Security Number.

20. **CIVIL RIGHTS ACTS:** The Vendor warrants that no individuals will be denied work or subjected to different treatment on the grounds of race, color, or national origin and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352;78 Stat. 252) and the regulations of the Department of Health, Education and Welfare which implement that Act.

21. **EMPLOYMENT:** The Vendor shall not engage the services of any person or persons now employed by the County, including any department, agency, Board of Commission thereof, to provide services relating to this contract without written consent from the County.

22. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

23. **NOTICE:** Notice under this agreement shall be given to the County Manager at 2725 Judge Fran Jamieson Way, Melbourne, FL, 32940 and Notice shall be given to the Vendor Affordable Structures by mailing written notice, postage prepaid to 28402 CR 561, Tavares, FL 32778.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

Frank Abbate, County Manager

Witness: _____

As approved by the board on: 9-7-17

ATTEST:

VENDOR

Signature

By: _____
Signature

Name & Title, Typed or Printed

Name & Title, Typed or Printed

Affordable Structures, Inc.
Name of Company, Corp., etc.
PO Box 1350, Tavares, FL 32778
Address
352-742-7488
Area Code/Telephone Number