



City Of Delray Beach

Department of Environmental Services

M E M O R A N D U M

www.mydelraybeach.com

ACQUISITION APPROVAL

TO: Donald Cooper, City Manager

THROUGH: David Scott, Assistant City Manager
John Morgan, Environmental Services Director

FROM: Clayton Gilbert, Building Maintenance Superintendent

DATE: June 23rd, 2016

SUBJECT: Bus Shelter Replacement – 2300 West Atlantic Avenue

RECEIVED
JUL 12 2016
CITY MANAGER

BACKGROUND:

Building Maintenance is requesting the approval for the purchase and replacement of a damaged bus shelter located at 2300 West Atlantic Avenue for a cost of \$10,600.

One (1) quote was requested from Brasco International, which is the manufacturer of the bus shelter and the sole provider of replacement and repair parts..

Brasco Shelters are used throughout the City of Delray Beach as they are the City Standard. See attached bus shelter detail.

After approval, Risk Management will subrogate against the at fault drivers insurance company.

Police Report #: 16-005462

PURCHASING AUTHORITY:

This purchase is in compliance with the Code of Ordinance(s) No. 29-13, Chapter 36, Section 36.02 (B) - *Written Quotations Method*. Acquisitions of or contracts for non-real property, goods or services where the total expenditure by the City (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be ten thousand dollars (\$10,000.00) or greater, but less than twenty-five thousand dollars (\$25,000.00), may be made or entered into by the City Manager without City Commission approval and without a Sealed Competitive Method, provided that three written quotations are obtained from individual sources, except when impracticable.

FUNDING ACCOUNT NUMBER:

Funding is available from Account No. 001 3431 519 46 10 (\$500 deductible)

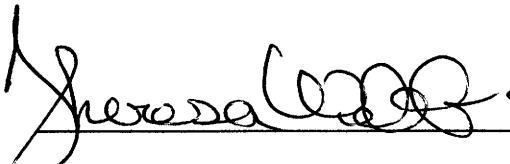
 7/11/2016

Department Head

Date

City Manager

Date

 8/30/2016

Purchasing

Date

Attachments: Brasco Quote
Picture of Damaged Shelter
City Standard Sheet RT 12.1

cc:

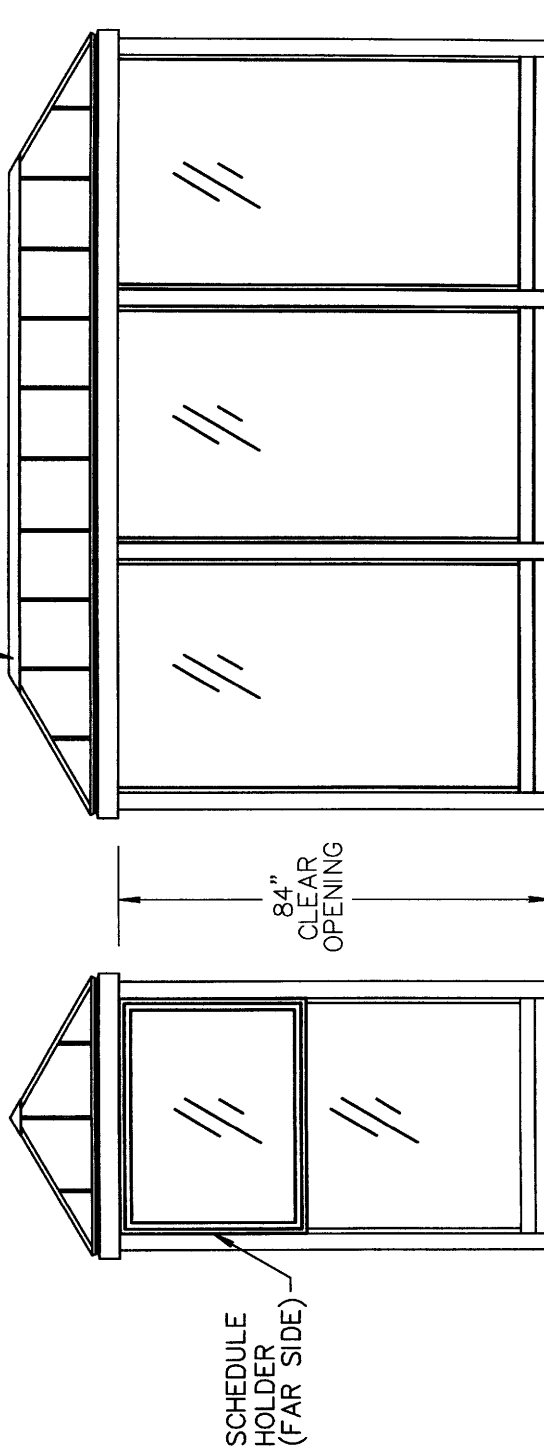
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SIDE VIEW

FRONT VIEW

STANDING SEAM HIP
STYLE TRANSIT SHELTER
TECHLINE SERIES - SL512



SPECIFICATIONS:

- RAL 6019 PASTEL GREEN ALUMINUM STRUCTURE
- 3/8" BRONZE TEMPERED SAFETY GLASS
- STANDING SEAM HIP METAL ROOF - PASTEL GREEN
- 45" x 36" LOCKABLE SCHEDULE HOLDER
- 20 GAL. GROUND MOUNTED TRASH RECEPTACLE WITH LINER.
- 3 SEAT BENCH WITH BACK REST AND ANTI-VAGRANT DIVIDERS 20" MIN. SEAT DEPTH OR FULLY COMPLIANT WITH THE MIN. STANDARDS AS DETAILED IN THE TRANSIT DESIGN MANUAL.
- ROOF MOUNTED SOLAR POWERED LED LIGHTING.
- BRASCO (TECHLINE SERIES 512), DAYTECH (MODEL 4227-1) OR EQUAL.



CITY of DELRAY BEACH
ENVIRONMENTAL SERVICES DEPARTMENT
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444

BUS SHELTER DETAIL

DATE: 06-07-2014

RT 12.1



**BRASCO
INTERNATIONAL**

32400 Industrial Dr.
Madison Heights, MI 48071
PHONE: 800.893.3665
FAX: 313.393.0499
WEB: www.brasco.com

Techline Series Passenger Waiting Shelter

Sole Source Statement

Brasco International, Inc. is the sole manufacturer and distributor of the Techline Series Passenger Waiting Shelter (model number TL512) as previously provided to the city of Delray Beach.

The TL512 passenger waiting shelter is a unique shelter with unique aluminum extrusions that are only manufactured by Brasco International, Inc.

The extruded aluminum columns are unique to the fact that the shape matches the pocketed corners of the roof frame and interlocks with one another. They are not perfectly square nor are they perfectly round but a combination of both which differentiates the Techline Series shelters from others.

The shelter parts for this shelter are interchangeable with other shelters previously manufactured for the city of Delray Beach.

Rights to the design and manufacturing process of the Techline Series shelters are owned exclusively by Brasco International, Inc.

Sincerely,

Sean Loewe, National Sales Manager

Brasco International, Inc.



**BRASCO
INTERNATIONAL**

32400 Industrial Dr.
Madison Heights, MI 48071
PHONE: 800.893.3665
FAX: 313.393.0499
WEB: www.brasco.com

Clayton Gilbert
City of Delray Beach
Phone: 561-243-7334
Email: gilbert@mydelraybeach.com

August 29, 2016

Re: 5' x 12' Passenger Waiting Shelter with Options

We propose to manufacture and deliver two (2) 5' x 12' Passenger Waiting Shelter with the city of Delray Beach's shelter specifications.

Features are as follows:

- 5' x 12' Techline Series Aluminum Structure
- Three Sides with Open Front
- Pastel Green Powder Coat Painted Aluminum Finish – RAL 6019
- 3/8" Bronze Tempered Safety Glass
- Aluminum Hip Roof with Matching Color
- Hardware Kit and Installation Instructions Included
- Freight Included – FOB Destination (Delray Beach, FL)
- Installation Is Not Included: Tax is N/A
- Estimated Lead Time: ±10-12 Weeks After All Approvals
- Terms: Net 30 Days With Approved Credit
- **Two (2) TL512 @ \$7,750/each**
- **Two (2) 24" x 30" Lockable Map Display Case with Mounting Tube @ \$275/each**
- **Two (2) 22 Gallon Perforated Metal Trash Receptacle @ \$250/each**
- **Two (2) Pedestal Aluminum Bench with Armrest and Matching Color @ \$575/each**
- **Two (2) Solar Lighting Package with Solar Panel, Mounting Kit, Deep Cell Storage Battery, LED Light, Cable, and Hardware in Matching Color @ \$1,750/each**
- **Total: \$21,200**

Note: Price is based on quantity and is valid for 30 days: Shelter must be anchored into concrete (consult local building codes): Permitting is by others: Engineering stamp, if requested, is additional \$975: Offloading shipments is the responsibility of the customer: Forklift with extensions is required for delivery: Brasco shelters are shipped in prefabricated components and completed roof modules: Shelter walls are shipped as parts: Orders cannot be changed or cancelled after final approval.

Sincerely,

Date: 8/29/16

Acceptance Authorization*

Title & Date _____

*The above prices, specifications, and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to do the work as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages.



BRASCO INTERNATIONAL

32400 Industrial Dr.
Madison Heights, MI 48071
PHONE: 800.893.3865
FAX: 313.393.0499
WEB: www.brasco.com

BRASCO INTERNATIONAL, INC. ADDITIONAL TERMS AND CONDITIONS

Terms of Payment:

Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's invoice. An Invoice shall be generated upon completion by Brasco of the Products ordered and after Brasco has contacted and arranged for shipment with a common carrier. The day of pickup by common carrier after contact by Brasco varies depending on the delivery location and the common carrier to be used. Accordingly, the invoice date shall be the date the invoice is generated by Brasco and may not be the same date as the date the Products are transferred to the common carrier, and the bill of lading is signed.

Warranties:

The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for a period of one year after delivery. Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

Limited Remedies:

Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the one year warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance.

Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO'S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO's obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Payment late charges, certain remedies and recovery of expenses:

Except as otherwise provided in the quotation, all payments are due thirty (30) days from date of Brasco's invoice and shall be paid in \$U.S. Purchaser will pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser will pay all costs and expenses incurred by Brasco, including actual attorneys fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco.

The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.

Shipping and Delivery:

Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

Governing Law, Jurisdiction and Venue:

The Contract shall be governed by and construed in accordance with the laws of the State of Florida without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of Florida.

Basha, Dukagjin

From: Rustin, Janice
Sent: Monday, August 29, 2016 2:52 PM
To: Basha, Dukagjin; Webb, Theresa
Subject: RE: Bus Shelter Replacement - 800 and 2300 W Atlantic Ave

I'm looking through this memo and I'm confused this item. Did Theresa approve the purchase?

The memo says it is a City standard (which is a direct acquisition), but then the memo says they used written quotation method requiring 3 written quotes (but got only 1 written quote). Then, it turns out that the City is not buying this at all because the bus shelter is being paid for by the insurance policy of the driver who smashed into the bus shelter.

Please approve the purchase before I approve the terms for form and legal sufficiency.

Thanks.

From: Basha, Dukagjin
Sent: Monday, August 29, 2016 2:37 PM
To: Rustin, Janice
Subject: RE: Bus Shelter Replacement - 800 and 2300 W Atlantic Ave

Thanks for advice. Probably I need to contact bidder to make/agree to this change. I will come back to you as soon as I will get a feedback.

-Duk

From: Rustin, Janice
Sent: Monday, August 29, 2016 2:23 PM
To: Basha, Dukagjin
Subject: RE: Bus Shelter Replacement - 800 and 2300 W Atlantic Ave

I cannot sign off on these agreements as the terms are governed by the State of Michigan. Please change to state of Florida.

From: Basha, Dukagjin
Sent: Friday, August 19, 2016 9:15 AM
To: Rustin, Janice
Subject: Bus Shelter Replacement - 800 and 2300 W Atlantic Ave

Good morning Janice,

I was told that subject line was sent earlier to you for approval and I just wanted to follow up with its status. Purchasing want to move forward with this acquisition.

Please let me know when you think we should hear back from you.

Thanks in advance,

Dukagjin Basha

Purchasing Agent
PH: 561-243-7179
Email: BashaD@mydelraybeach.com
www.mydelraybeach.com



PUBLIC RECORDS NOTE: Florida has a very broad public records law. Most written communications to or from local officials, employees, or the general public regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.