

RESOLUTION NO. 2019 - 120

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AGREEMENT WITH BROOKS BUILDING SOLUTIONS FOR ST. JOHNS COUNTY JUDICIAL CENTER ALERTON EMCS CONVERSION

RECITALS

WHEREAS, the County desires to enter into a contract with Brooks Building Solutions to provide and install Alerton EMCS conversion to the SJC Judicial Center in accordance with the statement of work and terms and conditions of the contract agreement; and

WHEREAS, the scope of the services shall include provision to provide any and all labor, materials, equipment, transportation, and supervision necessary to install Alerton Compass EMCS hardware to convert the existing EMCS system from IBX to Compass at St. Johns County Judicial Center located at 4020 Lewis Speedway, St. Augustine, FL 32084, Phase 1 will be installed in September 2019, Phase 2 will be installed October 2019 and Phase 3 will be installed October 2020; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute a contract with Brooks Building Solutions to provide the services set forth in the contract agreement and supporting documents.

Section 3. Upon board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in the statement of work.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

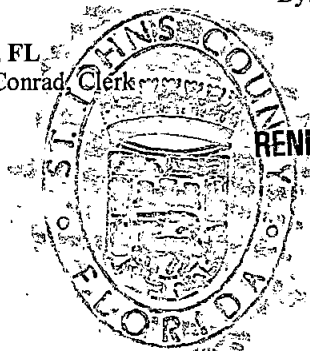
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 02nd day of April, 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT - Hunter S. Conrad

By: Sam Halterman
Deputy Clerk



RENDITION DATE 4/4/19



CONTRACT AGREEMENT

(Revised 11/25/13)

MISC 19-60; St. Johns County Judicial Center Alerton EMCS Conversion
Master Contract No: 19-MAS-BRO-

THIS Contract Agreement ("Agreement") is made as of this _____ day of _____, 2019 ("Effective Date") between **St. Johns County, FL** ("Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Brooks Building Solutions** ("Contractor"), authorized to do business in the State of Florida, whose principal offices are located at: 11196 St. Johns Industrial Parkway South, Jacksonville, FL 32246; Phone: (904) 642-5303; Fax: (904) 641-8722; and Email: CPoole@brookssolutions.net.

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

- Duration.** This Agreement shall become effective on May 1, 2019, and shall remain in effect until 11:59 PM on December 31, 2020. The term of this Agreement may also be extended, as necessary to serve the needs of the County, as determined by the County. Any extension of this Agreement shall be at the option of the Owner, must be in writing, and agreed to by both parties.
- Scope of Services.** The Contractor shall, in accordance with the Contract Documents, provide the following ("Services"): Provide any and all labor, materials, equipment, transportation, and supervision necessary to install Alerton Compass EMCS hardware to convert the existing EMCS system from IBX to Compass at St. Johns County Judicial Center located at 4020 Lewis Speedway, St. Augustine, FL 32084, as stated in the Contractor's proposal dated February 15, 2019, attached hereto and incorporated herein as Attachment A. Phase 1 will be installed in September 2019, Phase 2 will be installed October 2019 and Phase 3 will be installed October 2020.
- Contract Documents.** The term "Contract Documents" shall include this Agreement; all Specifications and plans; Contractor's Proposal dated 2/15/19; Insurance Certificates; any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.
- Commencement of Services.** Contractor shall commence the Services upon notification by the Owner and services shall be performed in accordance with the timeframe shown above. Authorization for any additional services beyond the Scope of Services provided herein shall be made in writing in the form of a Change Order executed by the Owner and the Contractor.
- Compensation/Billing.** The Owner shall compensate the Contractor a not-to-exceed amount of **One Hundred Eleven Thousand Seven Hundred Fifty dollars (\$111,750.00) for Phase 1, One Hundred Eleven Thousand Seven Hundred Fifty dollars (\$111,750.00) for Phase 2 and One Twenty-five Thousand Seven Hundred Fifty dollars (\$125,750.00) for Phase 3** for the satisfactory completion of the required services in accordance with the Contract Documents. The Contractor shall submit an invoice to the County upon satisfactory completion of the work described herein. It is strictly understood that the Contractor is not entitled to the above referenced amount of compensation. Rather, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Contract Documents.

Unless otherwise notified, Contractor shall submit invoices to:

SJC Building Operations
ATTN: Amanda Sullivan
500 San Sebastian View
St. Augustine, FL 32084

In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed, and that all charges and costs have been invoiced to the County and that there is no further work to be performed under this Agreement.

- Permits and Licenses.** To the extent that the Contractor needs to obtain/require, and maintain certifications, and/or

licenses, in order to perform the Services noted in this Contract Agreement, then the Contractor shall be responsible for securing, obtaining/acquiring, and maintaining, at the Contractor's sole expense, any, and all, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

7. **Independent Contractor Status.** The Contractor, is, and shall be, in the performance of all work, Services, and activities, noted under this Contract Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the Owner. As such, neither the Contractor, nor any employees, agents, officials, servants, nor subcontractors of the Contractor are eligible for any benefits afforded employees or officials of the Owner. The Contractor shall exercise control over the means and manner in which the Contractor, and the Contractor's employees perform the work and Services described in this Contract Agreement. The Contractor does not have the power or authority to bind (legally or equitably), in any manner whatsoever the Owner in any promise, agreement, or representation, other than as specifically provided in this Contract Agreement.
8. **Amendments to this Contract Agreement.** Both the Owner and the Contractor acknowledge that this Contract Agreement constitutes the complete agreement and understanding of the parties. Further, both the Owner and the Contractor acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the Owner, and the Contractor.
9. **Public Records**
 - A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
 - B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
 - C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
 - D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager,

the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

16. This Contract Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

17. Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

Owner:

St. Johns County, FL
(Typed Name)

By: _____
Authorized Representative Signature

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM
Printed Name – County Representative

Purchasing Manager
Printed Title – County Representative

Date of Execution

ATTEST: Hunter S. Conrad
St. Johns County, FL Clerk of Courts:

By: _____ (Seal)
Deputy Clerk

Date of Execution

Legally Sufficient:

By: _____
Deputy County Attorney

Date of Execution

Contractor:

Brooks Building Solutions
(Typed Name)

By: _____
Authorized Representative Signature

Printed Name & Title – Contractor Representative

Date of Execution



Proposal

Date: February 15, 2019

To: Scott Augustine

Project: St. Johns County Judicial Center Alerton EMCS Conversion

We propose to furnish the following equipment and/or service for the above referenced project. Upon approval, Brooks Building Solutions will invoice for 35% of the project amount for material purchase and mobilization. Brooks Building Solutions standard terms and conditions apply to this quotation.

This proposal includes:

- Provide and install all necessary Alerton Compass EMCS hardware to convert the existing EMCS system from IBEX to Compass
- Price based upon September 2019 install date for Phase 1, October 2019 install date for Phase 2, and October 2020 install date for Phase 3.

BAS Service:

- Engineering Design/Building Graphics update
- Field Inspections/Supervision
- Application Engineering/Submittals
- As Builts
- Installation and termination of low voltage control wiring
- Start up
- Owner Training
- One (1) Year Parts and Labor Warranty per phase
- Each Phase shall take 12-16 weeks to complete plus 2-4 weeks for material lead time.

Phase-1

Replacement of all devices on the networks listed below.

- BCM-ETH # 32010 - Area "E" & "Admin"
- BCM-TUX # 32020 - Area "E" & "Admin"
- BCM-TUX # 32030 - Area "E" & "Admin"
- BCM-TUX # 32040 - Area "E" & "Admin"

This proposal does not include:

- Any overtime or weekend work, if afterhours work is needed add of \$40 to each man hr., estimated 545-man hrs. of install per phase.
- Any work of any kind associated with the fire alarm system
- Repairs to the existing Alerton EMCS
- Work outside the scope of work described above

Budget Price Phase 1: **\$111,750.00**

Phase-2

Replacement of all devices on the networks listed below.

- BCM-ETH # 30010 - Serves Area "A" & "B"
- BCM-TUX # 30020 - Serves Area "A" & "B"
- BCM-TUX # 30030 - Serves Area "A" & "B"
- BCM-TUX # 30040 - Serves Area "A" & "B"
- BCM-ETH # 33010 - Serves Area "F"
- BCM-TUX # 33020 - Serves Area "F"

This proposal does not include:

- Any overtime or weekend work, if afterhours work is needed add of \$40 to each man hr., estimated 545-man hrs. of install per phase.
- Any work of any kind associated with the fire alarm system
- Repairs to the existing Alerton EMCS
- Work outside the scope of work described above

Budget Price Phase 2: **\$111,750.00**

Phase-3

Replacement of all devices on the networks listed below.

- BCM-ETH # 31010 - Serves Area "C"
- BCM-TUX # 31020 - Serves Area "C"
- BCM-TUX # 31030 - Serves Area "C"
- BCM-TUX # 31040 - Serves Area "C"
- BCM-TUX # 31050 - Serves Area "C"

This proposal does not include:

- Any overtime or weekend work, if afterhours work is needed add of \$40 to each man hr., estimated 545-man hrs. of install per phase.
- Any work of any kind associated with the fire alarm system.
- Repairs to the existing Alerton EMCS
- Work outside the scope of work described above

Budget Price Phase 3: **\$125,750.00**

Brooks Building Solutions

Chad Poole
Sales Engineer

Accepted By: _____

Date: _____

P. O. Number: _____

ALERTON

February 15, 2019

Amanda Sullivan, FMP
Property Manager – Building Operations
St. John's County Board of County Commissioners
500 San Sebastian View Rm 017
St. Augustine, FL 32084

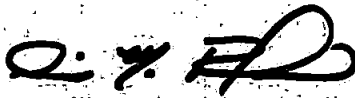
To Whom It May Concern:

This letter will serve to confirm the current status of Alerton's Dealer coverage in your area. Alerton control systems are only available through approved Alerton dealers. Brooks Building Solutions is the exclusive Alerton dealer serving northern Florida and is the only company authorized to sell, install and service Alerton systems in these markets. Additionally, customer service, training, and warranty service for Alerton Systems is only available through approved Alerton Dealers. Brooks has Alerton factory-trained personnel on staff, and has access to proprietary products and information that are part of the Alerton Building Management System.

With more than twenty seven years experience as an Alerton dealer, Brooks has the management, financial and technical resources necessary to install and provide exceptional service for the customers that they serve. During their years as an Alerton dealer, Brooks has demonstrated a consistent pattern of exceptional performance, professionalism, and customer satisfaction. Brooks has successfully completed the certified factory-training classes provided for the Alerton systems.

Thank you for your interest in Alerton and Brooks Building Solutions. We appreciate the opportunity to serve the needs of your facilities. It is our goal to help you to achieve the performance goals for your facilities and to maintain your system at the highest standards. Please let me know if you have any additional questions. I can be reached at (615) 495-1048 or denis.riordan@alerton.com.

Sincerely,



Denis M. Riordan
Regional Manager
Alerton

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Phone: (425) 921-4900 Toll Free: (855) 410-7938	Fax: (425) 921-4872