

**CONTRACTUAL SERVICES AGREEMENT NO. 11751 WITH BROOKS BUILDING
SOLUTIONS INC FOR COUNTY FACILITIES' HVAC MAINTENANCE**

This Agreement ("Agreement") made and entered into on December 8, 2020, by and between Brooks Building Solutions, Inc., a Florida Profit Corporation, whose principal business address is 4501 Beverly Ave Jacksonville, FL 32210, (hereinafter referred to as "Contractor"), and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as "County") (collectively, the County and Contractor are hereinafter referred to as the "Parties").

WITNESSETH

WHEREAS, the County has had an Agreement with the sole sourced Contractor to furnish Full Coverage Maintenance of the mechanical system and Alerton Building Automation System at the Alachua County Jail, Alerton EMCS-DDC Controls "only" in various County Buildings and Full Coverage Maintenance for the Daikin/McQuay Centrifugal Chiller at the County Administration Building, in Alachua County, Florida; and

WHEREAS, the current Agreement has no renewal options available and the County continues to require the services; and

WHEREAS, pursuant to the Alachua County Purchasing Code 22.3-302 (28), the procurement of the services to be provided by the Contractor are considered a Sole Source and are exempt from the County's formal procurement processes; and

WHEREAS, the County desires to employ the Contractor for the provisions of Full Maintenance of Alerton EMCS-DDC Control Systems in Various County Buildings and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Term.

- 1.1. This agreement is effective for one (1) year beginning October 1, 2020, and continuing through September 30, 2021, unless earlier terminated as provided herein. The County has the option of renewing this Agreement for three (3) additional one (1) year periods at the same terms and conditions outlined herein.
- 1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Supplemental Agreement.

2. Duties of the Contractor.

- 2.1. Provide Full Coverage Maintenance, including all necessary labor, equipment, parts, and materials to maintain and repair the existing Alerton EMCS-DDC systems, per manufactures recommendation, for Alerton EMCS-DDC Controls only in the following County Buildings (exception Records Retention Building: Preventative Maintenance (PM) Services only):

Table 2.1

Facility	Address
Alachua County Administration Building	12 SE 1 st Street
Alachua County Jail	3333 NE 39 th Avenue
Combined Communication Center (CCC)/911 Building	1100 SE 27 th Street
Civil Courthouse	201 E. University Avenue
Criminal Justice Center (CJC)	220 S. Main Street
Josiah T. Walls Building	515 N. Main Street

Public Defender's Building	151 SW 2 nd Avenue
Public Works Office	5620 NW 120 th Lane
State Attorney's Office	120 W. University Avenue
Records Retention Building – Preventative Maintenance	919 SE 5 th Street
Sheriff's Headquarters (ASO)	2621 SE Hawthorne Road

2.2. Provide Full Coverage Maintenance for the Daikin/McQuay Centrifugal Chiller at the Alachua County Administration Building, 12 SE 1st Street, Gainesville, FL 32601, as provided in **Exhibit "1", Scope of Services**.

2.3. Provide Full Coverage Maintenance for Mechanical System at Alachua County Jail Facility, 3333 NE 39th Avenue, Gainesville, FL 32609, as provided in **Exhibit "1", Scope of Services**.

2.4. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1", Scope of Services**.

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

3.1. The Contractor is a professional qualified to perform the services described.

3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. For all services under this Agreement, the Contractor shall be paid an Annual Contract Price of Two Hundred Eighty-Six Thousand, Seven Hundred Twenty-Eight Dollars and Zero

Cents (\$286,728.00), for the initial term of the Agreement, allocated as set forth in Tables 4.2.1 and 4.2.2 below.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County Representatives at the following addresses for the Buildings identified:

- 4.2.1. The locations identified in Table 4.2.1 will be invoiced to and managed by:

Alachua County Board of County Commissioners
 ATTN: Facilities Management Director
 Alachua County Facilities Management Department
 915 SE 5th Street
 Gainesville, Florida, 32601

Table 4.2.1

Alerton DDC Controls		
Facility	Monthly Cost	Annual Cost
Alachua County Administration Building	\$625	\$7,500

Civil Courthouse	\$509	\$6,108
Criminal Justice Center (CJC)	\$2,934	\$35,208
Josiah T. Walls Building	\$621	\$7,452
Public Defender's Building	\$560	\$6,720
State Attorney's Office	\$821	\$9,852
Records Retention Building -- Preventative Maintenance only	\$256	\$3,072
Subtotal	\$6,326	\$75,912
Full Coverage Maintenance of the Daikin/McQuay Centrifugal Chiller		
Alachua County Administration Building	\$1,236	\$14,832
Subtotal for Facilities Management	\$7,562	\$90,744

4.2.2. The locations identified in Table 4.2.2 will be invoiced to and managed by:

Alachua County Board of County Commissioners
 ATTN: Critical Facilities Management
 Alachua County Public Works Department
 5620 NW 120th Lane
 Gainesville, Florida, 32653

Table 4.2.2

Alerton DDC Controls		
Facility	Monthly Cost	Annual Cost
Alachua County Jail	\$5,649	\$67,788
Combined Communication Center (CCC)/911 Building	\$929	\$11,148
Public Works Office	\$391	\$4,692
Sheriff's Headquarters (ASO)	\$703	\$8,436
Subtotal	\$7,672	\$92,064
Full Coverage Maintenance for Mechanical System and Alerton Building Automation System		
Alachua County Correctional Facility	\$8,660	\$103,920

Subtotal for Critical Facilities Management	\$16,332	\$195,984
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Annual Grand Total	\$22,658	\$286,728
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4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Brooks Building Solutions, Inc.
4501 Beverly Ave.
Jacksonville, FL, 32210

4.4 Except as otherwise authorized in Section 4.1, the Contractor shall provide the County with a price quote for all non-covered services prior to the Contractor performing the Work.

5. **ALACHUA COUNTY MINIMUM WAGE**

5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

5.2. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

5.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

5.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in this Agreement.

7. **Personnel.** The Contractor will assign only qualified personnel to perform any service concerning this Agreement.

8. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Facilities Management Director
Alachua County Facilities Management Department
915 SE 5th Street
Gainesville, Florida, 32601

Contractor:

Brooks Building Solutions, Inc.
4501 Beverly Ave.
Jacksonville. FL. 32210

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

9. Default and Termination.

9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Facilities Management Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Facilities Management Director is authorized to provide final termination notice on behalf of the County to the Contractor.

9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall

not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

10. PROJECT RECORDS

10.1. General Provisions:

- 10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

- 10.1.6. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise

provided by law.

10.1.7. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

10.2. Confidential Information

10.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

10.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is

terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall 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 service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must 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 the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 10.4. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

11. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "3"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "3-A"**

12. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

13. **Laws & Regulations.**

- 13.1. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and

local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

- 13.2. The Contractor must comply with the FBI Criminal Justice Information Services (CJIS) version 5.7, dated August 16, 2018, Section 5.1.1.5 and execute the CJIS Vendor Certification at **Exhibit 2**.

14. **INDEMNIFICATION**

- 14.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

- 14.2. The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

- 14.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

- 14.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

- 14.6. Nothing contained herein shall constitute a waiver by the County of sovereign immunity

or the provisions or limits of liability of §768.28, Florida Statutes.

15. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

18. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.

21. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed

as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue of authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

28. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

29. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

30. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.


ALACHUA COUNTY, FLORIDA

By: 
Ken Cornell, Chair


Board of County Commissioners

Date: 12/9/2020


ATTEST


J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:

T02E81D8E1E4D3
Alachua County Attorney's Office

BROOKS BUILDING SOLUTIONS, INC.

DocuSigned by:
By: 
CF848906C1634FE
Print: Tom McGuire
Title: Sales Manager
Date: 11/6/2020

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.



Exhibit 1: Scope of Services

- I. **Service Overview:** Provide Full Coverage Maintenance for the Alerton EMCS - DDC Controls “only” in various County Buildings, Full Coverage Maintenance for the Daikin/McQuay Centrifugal Chiller at the County Administration Building, and Full Coverage Maintenance of the Mechanical System at the Alachua County Jail.
2. **Alerton EMCS-DDC Controls:**
 - 2.1. Provide Full Coverage Maintenance, to include all necessary labor, equipment, parts, and materials to maintain and repair the existing Alerton EMCS-DDC systems, per manufactures recommendation, currently operating in the County facilities below:

Facility	Address
Alachua County Administration Building	12 SE 1 st Street
Alachua County Jail	3333 NE 39 th Avenue
Combined Communication Center (CCC)/911 Building	1100 SE 27 th Street
Civil Courthouse	201 E. University Avenue
Criminal Justice Center (CJC)	220 S. Main Street
Josiah T. Walls Building	515 N. Main Street
Public Defender's Building	151 SW 2 nd Avenue
Public Works Office	5620 NW 120 th Lane
State Attorney's Office	120 W. University Avenue
Records Retention Building -- Preventative Maintenance	919 SE 5 th Street
Sheriff's Headquarters (ASO)	2621 SE Hawthorne Road

2.1.1. Repairs to failed components and ancillary devices associated with the Alerton EMCS-DDC systems in the buildings listed below are covered under this agreement:

2.1.1.1. Records Retention Building Alerton EMCS-DDC is preventative maintenance services only as recommended by the manufacturer.

2.1.1.2. All repairs to Records Retention EMCS-DDC system will be negotiated at a 10% below company's published labor and material rate.

2.2. The following is not covered under this agreement:

2.2.1. Any work completed on facilities not included in the above list

2.2.2. Pneumatic work of any kind

2.2.3. Fire alarm work of any kind

2.2.4. Valve repair of any kind

2.2.5. Damper repair of any kind

3. Full Coverage Maintenance for the Daikin/McQuay Centrifugal Chiller at the Alachua County Administration Building

3.1. Contractor will provide Daikin/McQuay Full Coverage Maintenance services to include all labor, equipment, parts, and materials necessary to perform (3) operational and (1) annual inspection on the equipment listed in the following "Equipment Schedule" at the Alachua County Administration Building 12 SE 1st Avenue, Gainesville FL.

3.2. Equipment Schedule:

EQUIPMENT	QTY	MANUFACTURER	MODEL	SERIAL #
Centrifugal Chiller	1	McQuay International	WMC150D	STNU90400032

3.3. Service Provided:

3.3.1. Annual Inspection

3.3.1.1. Test for refrigerant leaks including relief valve piping outlets.

3.3.1.2. Check main starter and control panel.

3.3.1.3. Inspect and tighten electrical connections.

3.3.1.4. Check relays, operating, and safety controls

3.3.1.5. Check flow switch operation.

3.3.1.6. Lubricate inlet vane linkage, if applicable.

3.3.1.7. Check vane control setting and operation

3.3.1.8. Take and record water side pressure drops across vessels.

- 3.3.1.9. Perform MicroTech check, logs, and last fault analysis, analyze performance.
- 3.3.1.10. Perform operating log if not MicroTech and analyze.
- 3.3.1.11. Inspect vibration eliminators and inspect water piping for leaks.
- 3.3.1.12. Blow down condenser water strainer(s).
- 3.3.1.13. Check head pressure control operation for tower fans or bypass valve.
- 3.3.1.14. Check minimum condenser water temperature operation.
- 3.3.1.15. Clean purge drum and oil separator where applicable.
- 3.3.1.16. Check oil in purge pump and oil separator where applicable.
- 3.3.1.17. Lubricate purge pump motor where applicable.
- 3.3.1.18. Visually inspect water side of condenser.

3.3.2. Semi – Annual Inspection

- 3.3.2.1. Review manufacturer's recommendations for operation.
- 3.3.2.2. Check auxiliary equipment operation.
- 3.3.2.3. Check relays, operating, and safety controls.
- 3.3.2.4. Check chilled water pump(s).
- 3.3.2.5. Check condenser water pump(s) and cooling tower.
- 3.3.2.6. Check water chiller.
- 3.3.2.7. Check purge unit operation where applicable.
- 3.3.2.8. Log all operating conditions.
- 3.3.2.9. Review operating procedures with chiller operator.

3.3.3. Operational Inspection

- 3.3.3.1. Review owner's log for trends.
- 3.3.3.2. Inspect chiller for leaks.
- 3.3.3.3. Inspect starter contacts for burns and discoloration.
- 3.3.3.4. Run chiller and log readings, analyze performance.
- 3.3.3.5. Record unusual noises and vibrations.
- 3.3.3.6. Record refrigerant level in sight glass
- 3.3.3.7. Review chiller operation with chiller operator.

3.3.4. First Year Maintenance

- 3.3.4.1. One Operational Inspection during the cooling season plus one inspection as detailed in items 3.1
- 3.3.4.2. Test for refrigerant leaks including relief valve piping outlets.
- 3.3.4.3. Check main starter and control panel.
- 3.3.4.4. Inspect and tighten electrical connections.
- 3.3.4.5. Check relays, operating, and safety controls.
- 3.3.4.6. Check flow switch operation.

- 3.3.4.7. Lubricate inlet vane linkage, if applicable.
 - 3.3.4.8. Check vane control setting and operation.
 - 3.3.4.9. Take and record water side pressure drops across vessels.
 - 3.3.4.10. Perform MicroTech check, logs, and last fault analysis, analyze performance.
 - 3.3.4.11. Perform operating log if not MicroTech and analyze.
 - 3.3.4.12. Meg compressor.
 - 3.3.4.13. Inspect vibration eliminators and inspect water piping for leaks.
 - 3.3.4.14. Check condenser water strainer(s).
 - 3.3.4.15. Check head pressure control operation for tower fans or bypass valve.
 - 3.3.4.16. Check minimum condenser water temperature operation.
 - 3.3.4.17. Visually inspect water side of condenser.
- 3.3.5. This service does not include "slide back" service on low pressure equipment. Anything not directly stated herein to be considered excluded.
- 3.4. **Personnel:** Brooks Building Solutions will perform all services using Daikin/McQuay factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service. Brooks Building Solutions will perform background checks acceptable to Alachua County on all employees and any subcontractors whether full or part time at least 72 hours prior to such employee(s) performing any work on Alachua County property. Brooks Building Solutions will provide a copy of all such background checks to the Facilities Manager.
- 3.5. **Repair Service:** Brooks Building Solutions will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by the customer that are outside the Scope of Work will be performed by Brooks Building Solutions at an additional cost. Brooks Building Solutions will invoice such services at a special service and repair billing rate of 10% below our company's published labor rate for the service area, plus mileage. The following overtime rates will apply to the discounted regular hour labor rate.
- Overtime – Time + 14 = \$142.50 per hour
Sundays and Holidays (Double Time) – \$190.00 per hour
Vehicle/mileage – \$30.00 per trip
- 3.6. **Reports:** We will provide a detailed report of the services performed on each inspection. This report will include equipment log readings taken during inspection, condition of equipment, repairs and/or services performed.
- 3.7. **Additional Services:** In addition, this contract may include related services that supplement and complement the mechanical and EMCS control system required by this contract. These may include additional repair, preventative maintenance, diagnostic services, electrical services, "turnkey" mechanical and electrical installations and/or professional services including design and engineering as required for covered equipment replacement or to resolve operational and

maintenance difficulties at listed facilities. Any such additional services must be authorized by Alachua County in writing and pricing shall be consistent with the bid. AH additional services will be invoiced by Brooks Building Solutions and payable by Alachua County.

3.8. **Emergency Service:** Emergency services consists of work after normal working hours, weekends and Holidays. Contractor will supply emergency services on a 24hr basis.

4. Daikin/McQuay, Sysstecon and Alerton Factory Service Full Coverage Maintenance and Repair Services at the Alachua County Jail Facility

4.1. Contractor will provide Daikin/McQuay and Sysstecon Full Coverage Maintenance to include (3) operational and (1) annual inspection on the equipment listed in following "Equipment Schedule" of at the Alachua County Jail Facility 3333 NE 39th Avenue, Gainesville FL.

4.2. Equipment Schedule:

EQUIPMENT	QTY	MANUFACTURER	MODEL#	SERIAL#	NOTES
Systecon Plant	1	Systecon/Daikin	Alachua Jail	2011301	
Cooling Tower	1	Evapco	USS2125281	1146114	Belt
Boiler B-1	1	K&N	KN-30	KN-30-2013-	
Boiler B-2	1	K&N	KN-30	KN-30-2013-	
Exhaust Fans	39	Various	N/A	N/A	
Split System H-1	1	York	YHJF36S41S4A	W1M2312487	
Split System J-1	1	York	YHJF36S41S4A	W1B3477231	
Split System A-1	1	Trane	TTA030C300A	G47261410	
Split System C-1	1	York	YHJF36S41S4A	W1A3391433	
Split System D-1	1	York	YHJF36S41S4A	W1L2227741	
Split System D-1	1	York	YCLD36S43S3	W1G2057274	
Split System B-3	1	York	YHJF36S41S4A	W1A3430451	
Split System B-1	1	York	YHJF36S41S4A	W1B3477224	
Split System B-2	1	York	YHJF36S41S48	W1M2312486	
RTU-A1	1	Daikin/McQuay	OAH003GDAC	FBOU121101086	
RTU-A2	1	Daikin/McQuay	OAH003GDAM	FBOU121101156	
RTU-A3	1	Daikin/McQuay	OAH006GDAC	FBOU121200637	
RTU-A4	1	Daikin/McQuay	OAH012GDAC	FBOU121200649	
RTU-A5	1	Daikin/McQuay	OAH003GDAC	FBOU121101155	
RTU-A6	1	Daikin/McQuay	OAH010GDAC	FBOU121200641	
RTU-A7	1	Daikin/McQuay	OAH006GDAC	FBOU121200654	
RTU-B1	1	Daikin/McQuay	OAH008GDAM	FBOU121200631	
RTU-B2	1	Daikin/McQuay	OAH008GDAC	FBOU121200640	
RTU-B3	1	Daikin/McQuay	OAH007GDAM	FBOU121200673	
RTU-B4	1	Daikin/McQuay	OAH008GDAC	FBOU121200876	
RTU-B5	1	Daikin/McQuay	OAH004GDAC	FBOU121200875	
RTU-B6	1	Daikin/McQuay	OAH006GDAM	FBOU121200877	
EQUIPMENT	QTY	MANUFACTURER	MODEL#	SERIAL#	NOTES
RTU-B7	1	Daikin/McQuay	OAH006GDAM	FBOU121200655	

RTU-B8	1	Daikin/McQuay	0AH004GDAC	FBOU121101087	
RTU-B9	1	Daikin/McQuay	0AH004GDAM	FBOU121200843	
RTU-B10	1	Daikin/McQuay	0AH003GDAM	FBOU121101060	
RTU-B11	1	Daikin/McQuay	0AH007GDAM	FBOU121200937	
RTU-C1	1	Daikin/McQuay	0AH004GDAC	FBOU121200926	
RTU-C2	1	Daikin/McQuay	0AH003GDAM	FBOU121101078	
RTU-C3	1	Daikin/McQuay	0AHOHGDM	FBOU121200936	
RTU-C4	1	Daikin/McQuay	0AHO08GDAC	FBOU121200940	
RTU-C5	1	Daikin/McQuay	0AHO06GDAC	FBOU121200831	
RTU-C6	1	Daikin/McQuay	0AHO06GDAM	FBOU121200833	
RTU-C7	1	Daikin/McQuay	0AHO09GDAM	FBOU121200879	
RTU-C8	1	Daikin/McQuay	0AHO06GDAM	FBOU121200857	
RTU-C9	1	Daikin/McQuay	0AH017GDAC	FBOU121200930	
RTU-C10	1	Daikin/McQuay	0AH021GDAC	FBOU121200938	
RTU-C11	1	Daikin/McQuay	0AH021GDAC	FBOU121200846	
RTU-D1	1	Daikin/McQuay	0AHO08GDAC	FBC1U121200832	
RTU-D2	1	Daikin/McQuay	0AH014GDAM	FBOU121200862	
RTU-D3	1	Daikin/McQuay	0AH012GDAC	FBOU121200927	
RTU-D4	1	Daikin/McQuay	0AH003GDAC	FBOU121101122	
RTU-D5	1	Daikin/McQuay	0AH003GDAM	FBOU121101031	
RTU-D6	1	Daikin/McQuay	0AHOIOGDAC	FBOU121200629	
RTU-E1	1	Daikin/McQuay	0AH005GDAM	FBOU121200942	
RTU-E2	1	Daikin/McQuay	0AH014GDAM	FBOU121200864	
RTU-E3	1	Daikin/McQuay	0AHO08GDAC	FBOU121200373	
RTU-E4	1	Daikin/McQuay	0AH009GDAM	FBOU121200945	
RTU-E5	1	Daikin/McQuay	0AHO64GDAC	FBOU121200847	
RTU-E6	1	Daikin/McQuay	0AHO08GDAM	FBOU121200925	
RTU-F1	1	Daikin/McQuay	0AH012GDAC	FBOU121200916	
RTU-F2	1	Daikin/McQuay	0AH014GDAC	FBOU121200913	
RTU-F3	1	Daikin/McQuay	0AH014GDAC	FBOU121200861	
RTU-F4	1	Daikin/McQuay	0AH017GDAC	FBOU121200849	
RTU-F5	1	Daikin/McQuay	0AH017GDAC	FBOU121200939	
RTU-G1	1	Daikin/McQuay	0AH012GDAM	FBOU121200943	
RTU-G2	1	Daikin/McQuay	0AH014GDAC	FBOU121200946	
RTU-G3	1	Daikin/McQuay	0AH014GDAC	FBOU121200911	
RTU-G4	1	Daikin/McQuay	0AH021GDAC	FBOU121200882	
RTU-G5	1	Daikin/McQuay	0AH021GDAC	FBOU121200884	
RTU-H1	1	Daikin/McQuay	0AH004GDAC	FBOU121101152	
RTU-H2	1	Daikin/McQuay	0AHOIOGDAM	FBOU121200914	
RTU-H3	1	Daikin/McQuay	0AHO06GDAM	FBOU121200848	
RTU-H4	1	Daikin/McQuay	0AH017GDAC	FBOU121200901	
RTU-H5	1	Daikin/McQuay	0AHO06GDAM	FBOU121200880	
RTU-H6	1	Daikin/McQuay	0AH007GDAM	FBOU121200887	
RTU-H7	1	Daikin/McQuay	0AH012GDAC	FBOU121200941	
RTU-H8	1	Daikin/McQuay	0AH012GDAC	FBOU121200896	
RTU-H9	1	Daikin/McQuay	0AH004GDAC	FBOU121200912	
EQUIPMENT	QTY	MANUFACTURER	MODEL#	SERIAL#	NOTES
RTU-H10	1	Daikin/McQuay	0AH009GDAC	FBOU121200845	

RTU-J1	1	Daikin/McQuay	OAHO06GDAM	FBOU121200886	
RTU-J2	1	Daikin/McQuay	OAHO12GDAC	FBOU121200928	
RTU-J3	1	Daikin/McQuay	OAHO06GDAM	FBOU121200931	
RTU-J4	1	Daikin/McQuay	OAHO03GDAM	FBOU121200865	
RTU-J5	1	Daikin/McQuay	QAHO09GDAM	FBOU121200834	
RTU-K1	1	Daikin/McQuay	OAHO14GDAC	FBOU121212008	
RTU-K2	1	Daikin/McQuay	OAHO03GDAM	FBOU1212008	
RTU-K3	1	Daikin/McQuay	OAHO05GDAM	FBOU1212008	
RTU-K4	1	Daikin/McQuay	OAHO03GDAM	FBOU1212008	
RTU-K5	1	Daikin/McQuay	OAHO08GDAC	FBOU1212008	
RTU-K6	1	Daikin/McQuay	OAHO08GDAM	FBOU1212009	
RTU-K7	1	Daikin/McQuay	OAHO08GDAM	FBOU1212008	
RTU-K8	1	Daikin/McQuay	OAHOQ8GDAC	FBOU1212008	
Systecon Chiller Plant Notes					
Chiller-1	1	Daikin/McQuay	WMC400DBS-ER10	STNU12070004	
Chiller-2	1	Daikin/McQuay	WMC400DBS-ER10	STNU12070060	
CT-1 VFD	1	ABB	ACH550		20HP
CT-2 VFD	1	ABB	ACH550		20HP
CHWP-1 VFD	1	ABB	ACH550		50HP
CHWP-2 VFD	1	ABB	ACH550		50HP
CWP-1 VFD	1	ABB	ACH550		25HP
CWP-2 VFD	1	ABB	ACH550		25HP

4.3. **Service Provided**

4.3.1. **WMC Centrifugal Chillers**

4.3.1.1. Annual Inspection

- 4.3.1.1.1. Test for refrigerant leaks including relief valve piping outlets
- 4.3.1.1.2. Check main starter and control panel
- 4.3.1.1.3. Inspect and tighten electrical connections
- 4.3.1.1.4. Check relays, operating, and safety controls
- 4.3.1.1.5. Check flow switch operation
- 4.3.1.1.6. Take and record water side pressure drops across vessels
- 4.3.1.1.7. Perform MicroTech check, log, and last fault analysis, analyze performance
- 4.3.1.1.8. Meg compressor (s)
- 4.3.1.1.9. Inspect vibration eliminators and inspect water piping for leaks
- 4.3.1.1.10. Clean condenser water strainer(s)
- 4.3.1.1.11. Check head pressure control operation for tower fans or bypass valve
- 4.3.1.1.12. Check minimum condenser water temperature operation
- 4.3.1.1.13. Clean external surfaces (painting external surfaces for comprehensive agreements as determined necessary by McQuay Factory Service)

- 4.3.1.1.14. Log operating conditions
- 4.3.1.1.15. Review operating procedures with chiller operator
- 4.3.1.1.16. Manually brush waterside of condenser tubes. Chemical cleaning if necessary at additional charge. Condenser head (s) to be removed by: McQuay Factory Service

4.3.1.2. Operational Inspection

- 4.3.1.2.1. Review owner's log for trends
- 4.3.1.2.2. Inspect chiller for leaks
- 4.3.1.2.3. Check relays, operating, and safety controls
- 4.3.1.2.4. Perform MicroTech check, log, and last fault analysis
- 4.3.1.2.5. Inspect starter (s)
- 4.3.1.2.6. Run chiller (s) and log readings, analyze performance
- 4.3.1.2.7. Record unusual noises and vibrations
- 4.3.1.2.8. Record refrigerant level in sight glass
- 4.3.1.2.9. Log operating conditions
- 4.3.1.2.10. Review chiller (s) operation with the operator

4.3.2. Fan and Central Fan Systems

4.3.2.1. Fans – Inspection

- 4.3.2.1.1. Check and clean fan assembly.
- 4.3.2.1.2. Lubricate fan bearings per manufacturer's recommendations.
- 4.3.2.1.3. Lubricate motor bearings per manufacturer's recommendations.
- 4.3.2.1.4. Check belts and sheaves.
- 4.3.2.1.5. Tighten all nuts and bolts.
- 4.3.2.1.6. Check motor mounts and vibration pads.
- 4.3.2.1.7. Check motor operating conditions.
- 4.3.2.1.8. Inspect electrical connections and contactors.
- 4.3.2.1.9. Lubricate and adjust associated dampers and linkage.
- 4.3.2.1.10. Check fan operation.

4.3.2.2. Central Fan Systems – Inspection

- 4.3.2.2.1. Lubricate fan bearings per manufacturer's recommendations.
- 4.3.2.2.2. Lubricate motor bearings per manufacturer's recommendations.
- 4.3.2.2.3. Check belts and sheaves.
- 4.3.2.2.4. Tighten all nuts and bolts.
- 4.3.2.2.5. Check motor mounts and vibration pads.
- 4.3.2.2.6. Check motor operating conditions.
- 4.3.2.2.7. Inspect electrical connections and contactors.
- 4.3.2.2.8. Lubricate and adjust associated dampers and linkage.

- 4.3.2.2.9. Check fan operation.
- 4.3.2.2.10. Check strainers, check steam traps and hand valves.
- 4.3.2.2.11. Check filter advancing mechanism. Lubricate and adjust as required.
- 4.3.2.2.12. Inspect filters.
- 4.3.2.2.13. Check heating and cooling coils.
- 4.3.2.2.14. Inspect humidifier.

4.3.3. Cooling Tower

4.3.3.1. Annual Inspection

- 4.3.3.1.1. Remove all debris from within and around unit and flush as required.
- 4.3.3.1.2. Check and blow down strainers, bleed, overflow and drain.
- 4.3.3.1.3. Lubricate fan and motor bearings per manufacturer's recommendation.
- 4.3.3.1.4. Check oil in gear reducer assembly as per manufacturer's recommendation.
- 4.3.3.1.5. Check belts, motor pulley and motor mounts. Adjust as required.
- 4.3.3.1.6. Inspect electrical connections, contactors, relays and operating/safety controls.
- 4.3.3.1.7. Check motor operating conditions.
- 4.3.3.1.8. Clean float valve assembly and check for proper operation.
- 4.3.3.1.9. Structural components and fill are not included in Agreement.

4.3.3.2. Operational Inspection

- 4.3.3.2.1. Inspect fan, motor and belts.
- 4.3.3.2.2. Check oil level in gear reducer. Add oil as required.
- 4.3.3.2.3. Check intake strainer, bleed and overflow.
- 4.3.3.2.4. Check operating conditions. Adjust as required.

4.3.4. Pumps

4.3.4.1. Inspection

- 4.3.4.1.1. Lubricate pump bearings per manufacturer's recommendations.
- 4.3.4.1.2. Lubricate motor bearings per manufacturer's recommendations.
- 4.3.4.1.3. Tighten all nuts and bolts. Check motor mounts and vibration pads.
- 4.3.4.1.4. Visually check pump alignment and coupling.
- 4.3.4.1.5. Check motor operating conditions.
- 4.3.4.1.6. Inspect electrical connections and contactors.
- 4.3.4.1.7. Check and blow down condenser pump strainers and check hand valves.
- 4.3.4.1.8. Inspect mechanical seals or inspect pump packing.
- 4.3.4.1.9. Verify gauges for accuracy.

4.3.5. Hot Water Boilers

4.3.5.1. Annual Inspection

- 4.3.5.1.1. Inspect fireside of boiler and record condition.
- 4.3.5.1.2. Brush and vacuum soot and dirt from flues and combustion chamber.
- 4.3.5.1.3. Inspect firebrick and refractory for defects.
- 4.3.5.1.4. Visually inspect boiler pressure vessel for possible leaks and record condition.
- 4.3.5.1.5. Disassemble, inspect and clean low-water cutoff.
- 4.3.5.1.6. Check hand valves and automatic feed equipment. Adjust as required.
- 4.3.5.1.7. Inspect, clean and lubricate the burner and combustion control equipment.
- 4.3.5.1.8. Reassemble boiler.
- 4.3.5.1.9. Check burner sequence of operation and combustion air equipment.
- 4.3.5.1.10. Check fuel piping for leaks and proper support.

4.3.5.2. Seasonal Startup

- 4.3.5.2.1. Review manufacturer's recommendations for boiler and burner startup.
- 4.3.5.2.2. Check fuel supply.
- 4.3.5.2.3. Check auxiliary equipment operation
- 4.3.5.2.4. Inspect burner, boiler and controls prior to startup.
- 4.3.5.2.5. Start burner, check operating controls. Test safety controls and pressure relief valve.
- 4.3.5.2.6. Perform combustion tests and adjust burner for maximum efficiency.
- 4.3.5.2.7. Log all operating conditions.
- 4.3.5.2.8. Review operating procedures and owner's log with boiler operator.

4.3.5.3. Seasonal Shut Down

- 4.3.5.3.1. Review owner's log. Log all operating conditions.
- 4.3.5.3.2. Shut off burner and open electrical disconnect.
- 4.3.5.3.3. Close fuel supply valves.
- 4.3.5.3.4. Review boiler operation with boiler operator.

4.3.6. Terminal Units

4.3.6.1. Unit Heaters Inspection

- 4.3.6.1.1. Brush and vacuum coil, fan and housing as required.
- 4.3.6.1.2. Lubricate fan and motor bearings per manufacturer's recommendations.
- 4.3.6.1.3. Check belt and sheaves. Adjust as required.
- 4.3.6.1.4. Check and clean strainers. Check steam traps and hand valves.
- 4.3.6.1.5. Inspect electrical connections, contactors, relays and operating/safety controls.
- 4.3.6.1.6. Check unit operation. Adjust as required.

4.3.6.2. Fan Coils Inspection

- 4.3.6.2.1. Brush and vacuum coil. Grills, fan and interior.
- 4.3.6.2.2. Lubricate fan and motor bearings per manufacturer's recommendation.
- 4.3.6.2.3. Check belt and sheaves. Adjust as required.
- 4.3.6.2.4. Check and clean drains and drain pans.
- 4.3.6.2.5. Check and clean strainers. Check steam traps and hand valves.
- 4.3.6.2.6. Check unit operating conditions.

4.3.6.3. Reheat Coils Inspection

- 4.3.6.3.1. Visually inspect coil. Clean as required.
- 4.3.6.3.2. Check and clean strainers. Check steam traps and hand valves.

4.3.6.4. Boxes – Dual Duct and Variable Air Volume Inspection

- 4.3.6.4.1. Inspect box for duct work connection.
- 4.3.6.4.2. Lubricate and adjust dampers and linkage.
- 4.3.6.4.3. Inspect electrical connections, relays, contractors and operating and safety controls (electrical coils only).

4.3.7. Unitary Equipment Heating and Cooling

4.3.7.1. Annual Inspection – Heating

- 4.3.7.1.1. Lubricate fan bearings per manufacturer's recommendation.
- 4.3.7.1.2. Lubricate motor bearings per manufacturer's recommendation.
- 4.3.7.1.3. Check belts and sheaves. Adjust as required.
- 4.3.7.1.4. Lubricate and adjust dampers and linkage.
- 4.3.7.1.5. Inspect filters.
- 4.3.7.1.6. Check motor operating conditions.
- 4.3.7.1.7. Inspect electrical connections, contactors, relays and operating safety controls.
- 4.3.7.1.8. Check and clean strainers and humidifier. Check hand valves and steam traps.
- 4.3.7.1.9. Check and clean drains and drain pans.
- 4.3.7.1.10. Inspect, clean and lubricate the burner and combustion control equipment.
- 4.3.7.1.11. Check burner sequence of operation and combustion air equipment.

4.3.7.2. Operation Inspection

- 4.3.7.2.1. Lubricate fan bearings per manufacturer's recommendation.
- 4.3.7.2.2. Lubricate motor bearings per manufacturer's recommendation.
- 4.3.7.2.3. Check belts and sheaves, adjust as required.
- 4.3.7.2.4. Inspect filters.
- 4.3.7.2.5. Visually inspect for refrigerant leaks.
- 4.3.7.2.6. Check unit operation and make adjustments as required.

4.3.7.3. Annual Inspection – Cooling

- 4.3.7.3.1. Lubricate fan bearings per manufacturer's recommendation.
- 4.3.7.3.2. Lubricate motor bearings per manufacturer's recommendation.
- 4.3.7.3.3. Check belts and sheaves. Adjust as required.
- 4.3.7.3.4. Check coils.
- 4.3.7.3.5. Lubricate and adjust dampers and linkages.
- 4.3.7.3.6. Check and clean drain pan and drains.
- 4.3.7.3.7. Inspect filters.
- 4.3.7.3.8. Check motor operating conditions.
- 4.3.7.3.9. Inspect electrical connections, contactors, relays and operating/safety controls.
- 4.3.7.3.10. Check compressor oil level, acid test oil and meg motor(s) 20 HP and above.
- 4.3.7.3.11. Check crankcase heater operation (DX only).
- 4.3.7.3.12. Start compressor, check operating conditions and adjust as required (DX only).

4.3.8. Variable Frequency Drives

4.3.8.1. Annual Inspection

- 4.3.8.1.1. Vacuum dust from P.C. boards and internal cabinet parts.
- 4.3.8.1.2. Visually inspect all power connections for discoloration.
- 4.3.8.1.3. Tighten all electrical connections on line/load side of circuit breaker, output contactors, bypass switches, SCR's, and power modules.
- 4.3.8.1.4. Verify cabinet fan operation, clean and lubricate (if applicable).
- 4.3.8.1.5. Verify all interlocks are connected correctly, i.e., by-pass switches, motor and temperature switches, overloads, and supply/return fans.
- 4.3.8.1.6. Verify all remote stop/start contacts. Run, enable contacts.
- 4.3.8.1.7. Megger output leads, record reading.
- 4.3.8.1.8. Verify supply voltage and phase sequence are correct.
- 4.3.8.1.9. Verify speed command for auto operation is correct. Adjust as needed.
- 4.3.8.1.10. Verify speed shaping is correct for application. Adjust as needed.
- 4.3.8.1.11. Start and run VFD in manual at full speed. Verify output voltages and clamp voltages. Adjust if necessary.
- 4.3.8.1.12. If applicable, run out set points and faults, etc. on thermal tape printer for customer file.
- 4.3.8.1.13. Verify with customer whether auto restart and other special options are enabled per their request.

4.3.8.2. Operational Inspection

- 4.3.8.2.1. Vacuum dust from P.C. boards and internal cabinet parts.

- 4.3.8.2.2. Visually inspect all power connections for discoloration.
- 4.3.8.2.3. Tighten all electrical connections on line/load side of circuit breaker, output contactors, bypass switches, SCR's, and power modules.
- 4.3.8.2.4. Verify cabinet fan operation, clean and lubricate (if applicable).
- 4.3.8.2.5. Verify supply voltage and phase sequence is correct.
- 4.3.8.2.6. Verify speed command for auto operation is correct. Adjust as needed.
- 4.3.8.2.7. Verify speed shaping is correct for application. Adjust as needed.
- 4.3.8.2.8. Start and run VFD in manual at full speed. Verify output voltages and clamp voltages. Adjust if necessary.
- 4.3.8.2.9. If applicable, run out set points and faults, etc. on thermal tape printer for customer file.
- 4.3.8.2.10. Verify with customer auto restart operation and other special options.

4.4. **Personnel:** Brooks Building Solutions will perform all services using Daikin/McQuay and Alerton factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service. Brooks Building Solutions will perform background checks acceptable to Alachua County on all employees and any subcontractors whether full or part time at least 72 hours prior to such employee(s) performing any work on Alachua County property. Brooks Building Solutions will provide a copy of all such background checks to the Facilities Manager.

4.5. **Repair Service:** Brooks Building Solutions will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by the customer that are outside the Scope of Work will be performed by Brooks Building Solutions at an additional cost. Brooks Building Solutions will invoice such services at a special service and repair billing rate of 10% below our company's published labor rate for the service area, plus mileage. The following overtime rates will apply to the discounted regular hour labor rate.

Overtime – Time + % = \$142.50 per hour

Sundays and Holidays (Double Time) – \$190.00 per hour

Vehicle/mileage – \$30.00 per trip

4.6. **Reports:** We will provide a detailed report of the services performed on each inspection. This report will include equipment log readings taken during inspection, condition of equipment, repairs and/or services performed. Additional quarterly reports will be generated and include real time energy consumption data, BacNet point data and building bench marking.

4.7. **Additional Services:**

- 4.7.1. Provide labor and material to perform daily site visits either physically or remotely to ensure all mechanical and building automation (EMCS) equipment is operational, quarterly pleated air filter replacement services, three (3) operational inspections and one (1)

annual/shutdown service on the equipment listed in the "Equipment Schedule" of this agreement, vehicle/mileage charges are covered under this agreement, please note, water treatment services are included in this scope of work and full coverage maintenance on all equipment listed in the attached Equipment Schedule.

- 4.7.2. In addition, this contract may include related services that supplement and complement the mechanical and EMCS control system required by this contract. These may include additional repair, preventative maintenance, diagnostic services, electrical services, "turnkey" mechanical and electrical installations and/or professional services including design and engineering as required for listed equipment replacement or to resolve operational and maintenance difficulties at listed facilities Any such additional services must be authorized by Alachua County in writing and pricing shall be consistent with this bid. All additional services will be invoiced by Brooks Building Solutions and payable by Alachua County.
- 4.8. **Emergency Service:** Emergency call out service for after normal working hours, weekends or Holidays, is not included but will be available on a 24-hour basis. In the event of a catastrophic failure of the existing Sysstecon chiller plant, Brooks Building Solutions will assume the lead role of securing a rental/supplemental chiller at the expense of Alachua County. Brooks Building Solutions will work with our manufacturing partner Daikin to secure a rental/supplemental chiller from their existing fleet. This fleet of chillers is located in Florida and Virginia. In the event a chiller is not available from Daikin, Brooks Building Solutions will attempt to secure a chiller from another source such as Aggreko, ChillCo or NuTemp. All of the listed companies have chillers available in Florida. These services, including the installation of the rental/supplemental chiller its associated piping, pumps, electrical connections, etc., will be at the expense of Alachua County.
- 4.9. **Services Not Covered By This Agreement:**
- 4.9.1. Smoke purge fan maintenance of any kind.
 - 4.9.2. I Pod mechanical systems
 - 4.9.3. Kitchen exhaust hood maintenance of any kind.
 - 4.9.4. Providing or installing Solar panels of any kind.
 - 4.9.5. Providing or installing rental or supplemental chillers of any kind.



Exhibit 2: Appendix H, Security Addendum to Criminal Justice Information (CJIS) Security Policy

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

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**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

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addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

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and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

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**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

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4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

Exhibit 3: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

- Coverage Form: Completed Value. All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

DE
DM

Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 10739 Deerwood Park Blvd Ste 200 Jacksonville FL 32256	CONTACT NAME: Jessica Rainey, AINS PHONE (A/C No. Ext): 904-446-3138 E-MAIL: Jessica.Rainey@HubInternational.com FAX (A/C No.): 904-396-7432														
INSURED Brooks Building Solutions, Inc. Brooks Air Systems, Inc. 4501 Beverly Ave. Jacksonville FL 32210	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westfield Companies</td> <td>24112</td> </tr> <tr> <td>INSURER B: FFVA Mutual Insurance Company</td> <td>10365</td> </tr> <tr> <td>INSURER C: Old Dominion Insurance Company</td> <td>40231</td> </tr> <tr> <td>INSURER D: St. Paul Fire & Marine Insurance Company</td> <td>24767</td> </tr> <tr> <td>INSURER E: Market American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Westfield Companies	24112	INSURER B: FFVA Mutual Insurance Company	10365	INSURER C: Old Dominion Insurance Company	40231	INSURER D: St. Paul Fire & Marine Insurance Company	24767	INSURER E: Market American Insurance Company	28932	INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 351172275

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	INSR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TRA4677509	9/11/2020	9/11/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 150,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		B2T5805	9/11/2020	9/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-71M84901-20	9/11/2020	9/11/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY/RCR/RET/PTN/RS/EXECUTIVE OFFICER/MS/RS/EXCLUDED? (Membrary to NR) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC840-0020891-2020A	9/11/2020	9/11/2021	<input checked="" type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	BR/ Installation Plaster		MKLJM005261	9/11/2020	9/11/2021	Any Single Location 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 11755 Alachua County Jail AHU GPS Air Purification Install
 Alachua County Board of County Commissioners, its officials, employees and volunteers are Additional Insured as respects General Liability and Auto Liability on a Primary and Non-Contributory basis as required by written contract with Named Insured. 30 day notice of cancellation applies except 10 days for non-payment of premium as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Alachua County Board of County Commissioners
 Risk Management
 12 SE 1st Street, 3rd Floor
 Gainesville FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: B2T5905S

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary:
 - (a) That is an "insured" under any other automobile policy or
 - (b) That would be an "insured" under such a policy but for (i) its termination or (ii) the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - **WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE** is amended to add:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1 - **WHO IS AN INSURED of SECTION II - LIABILITY COVERAGE** is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

2. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to **A.1 WHO IS AN INSURED of SECTION II - LIABILITY COVERAGE**:

Any person or organization for whom you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage, but only to the extent that person or organization qualifies as an "insured" under the **WHO IS AN INSURED** provision contained in **SECTION II** of the coverage form.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess

over any other valid and collectible insurance available to the additional insured.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The **OTHER INSURANCE** Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit. The most we will pay for "loss" to any hired "auto" is:

(1) \$50,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of \$75 per day and a maximum limit of \$2,250.

6. EXTRA EXPENSE - BROADENED COVERAGE

Under paragraph A. of **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following Coverage is added:

We will pay for the expense of returning a stolen covered "auto" to you subject to Paragraph C. **Limit of Insurance**.

7. LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, we will pay in the event of a total "loss" your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

8. AIRBAG COVERAGE

Under Paragraph B. **Exclusions of SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

9. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

The requirement in 2.a of A. **Loss Conditions, 2. Duties in the Event Of Accident, Claim, Suit or Loss of SECTION IV - BUSINESS AUTO CONDITIONS** that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual
- (2) A partner, if you are a partnership; or

- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

10. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

11. WAIVER OF SUBROGATION

Transfer Of Rights Of Recovery Against Others To Us of SECTION IV – BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization to or for whom we make payment and with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

12. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by any person, including mental anguish or death resulting from any of these.

13. NOTICE OF CANCELLATION TO THIRD PARTY

The following is added to **A.2., Cancellation of COMMON POLICY CONDITIONS**

If we initiate a cancellation or non-renewal for any reason, other than non-payment of premium, we will mail notice of cancellation to the person or organization scheduled on the policy as an additional insured 30 days before the effective date of cancellation. We will mail such notice to the address of the Additional Insured scheduled on the policy and in at least 30 days before the effective date of the cancellation or non-renewal.

If the Insured initiates the cancellation or in case of non-payment of premium, we will not mail advance notice but, a final cancellation notice will be sent to the person or organization scheduled on the policy as an additional insured. We will mail such notice to the additional insured address upon final cancellation of the policy.

14. Vehicle wrap coverage

Paragraph **A. Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to include the following additional paragraph:

Vehicle Wrap

In the event of a "loss" to a covered "auto", we will provide the following coverage if such "loss" is caused by:

- A. Other than collision only if the Declarations indicates that comprehensive Coverage is provided for the covered "auto";
- B. Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for the covered "auto"; or
- C. Collision only if the Declarations indicates that Collision Coverage is provided for the covered "auto".

We will pay for "loss" to a "vehicle wrap" that is installed on the covered "auto". The most we will pay for "loss" is \$5,000 per policy period.

We will not pay for "loss" due to and confined to wear and tear; or damage to paint or the vehicle caused by faulty installation of a "vehicle wrap".

The "vehicle wrap" is subject to the Comprehensive deductible for the covered "auto", except in the event of a "loss" to a covered "auto" for which such vehicle is involved in a collision and there is both:

- (1) Collision damage to the vehicle; and
- (2) Damage to the "vehicle wrap"

Then the collision deductible will apply.

If the "vehicle wrap" is damaged in a collision the lesser of replacement cost or original purchase cost of the "vehicle wrap" will apply.

SECTION V. DEFINITIONS is amended to include the following additional definition.

"Vehicle Wrap" means self-adhesive vinyl decals or sheets applied to the exterior body or window of a covered "auto". Signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

15. GARAGEKEEPERS

The most current version of endorsement CA 99 37 that is approved in your state is added to the policy on an Excess insurance basis with a maximum limit of \$10,000 and a \$500 deductible for each Customer's Auto for all perils. The limit is applicable on a blanket basis to all Insured owned locations.

16. ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, Paragraph 1. Is amended to include:

However, if the covered "auto" has less than 36,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

17. FIRE DEPARTMENT SERVICE CHARGE

Paragraph A.4. Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,500 for your liability for fire department service charges:

- (1)** Assumed by contract or agreement prior to loss; or
- (2)** Required by local ordinance

No deductible applies to this additional coverage.

POLICY NUMBER: TRA 4677509

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: TRA 4677509

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional Insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional Insured and included in the "products-completed operations hazard".

However:

1. The Insurance afforded to such additional Insured only applies to the extent permitted by law; and
2. If coverage provided to the additional Insured is required by a contract or agreement, the Insurance afforded to such additional Insured will not be broader than that which you are required by the

contract or agreement to provide for such additional Insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional Insured is required by a contract or agreement, the most we will pay on behalf of the additional Insured is the amount of Insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-1-84)

FFVA Mutual Insurance Co.

WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

Endorsement No.
Endorsement Effective 09/11/2019

NCCI Co. No 31321

Policy Number WC840-0020891-2019A
Insured Brooks Building Solutions, Inc.

FFVA Mutual Insurance Co.
(NAME OF INSURANCE COMPANY)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

POLICY NUMBER: TRA 4677509

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: TRA 4677509

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Brooks Building Solutions Inc.
4501 Beverly Ave
Jacksonville, FL 32210
(800) 884-4595

Project Description: **County Facilities' HVAC Maintenance**; *full coverage maintenance of the mechanical system and Alerton Building Automation System at the Alachua County Jail, Alerton EMCS Full Coverage Alerton DDC Controls "only" in various County Buildings and full coverage maintenance for the Daikin/McQuay Centrifugal Chiller at the County Administration Building*

BROOKS BUILDING SOLUTIONS, INC.

By: ^{Designated by:} Tom McGuire
CF9460EF-1804FE
Print: Tom McGuire
Title: Sales Manager
Date: 11/6/2020

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY. OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.



Certificate Of Completion

Envelope Id: B85111CF943E420CA224886FC8C28334	Status: Completed
Subject: Please DocuSign: Agreement No. 11751 with Brooks for County Facilities' HVAC Maintenance	
Source Envelope:	
Document Pages: 40	Signatures: 2
Certificate Pages: 5	Initials: 4
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 216.194.144.254

Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
11/5/2020 10:55:33 AM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Dustin Morgan
dmorgan@brookssolutions.net
Security Level: Email, Account Authentication (None)

Signature



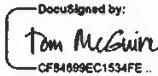
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Using IP Address: 50.242.157.105

Timestamp

Sent: 11/5/2020 11:09:04 AM
Viewed: 11/5/2020 11:37:46 AM
Signed: 11/5/2020 11:39:03 AM

Electronic Record and Signature Disclosure:
Accepted: 11/5/2020 11:37:46 AM
ID: a7a27882-81b6-49b3-88dd-2c38ffe76f70

Tom McGuire
tmcguire@brookssolutions.net
Security Level: Email, Account Authentication (None)

DocuSigned by:

CF84699EC1534FE...

Signature Adoption: Pre-selected Style
Using IP Address: 96.85.69.33

Sent: 11/5/2020 11:39:13 AM
Resent: 11/5/2020 1:12:23 PM
Viewed: 11/5/2020 2:22:23 PM
Signed: 11/6/2020 3:09:03 PM

Electronic Record and Signature Disclosure:
Accepted: 11/5/2020 12:28:22 PM
ID: 447a68ab-54ed-46ad-9de5-978f719b52a2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2020 11:09:04 AM
Certified Delivered	Security Checked	11/5/2020 2:22:23 PM
Signing Complete	Security Checked	11/6/2020 3:09:03 PM
Completed	Security Checked	11/6/2020 3:09:03 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

BRACKS BUILDING SOLUTIONS, INC.
(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

I, HAH NGFF JENKINS, certify that I am the Sole Member and
(Insert name of owner)

Manager of BRACKS BUILDING SOLUTIONS, INC. corporation (the "Corporation"),
(Insert name of Incorporation)

Organized under the laws of the state of FLORIDA, and that
(Insert state of Incorporation)

the Sole Member of the Corporation did, at a meeting held on the 12th day of

DECEMBER, 2019, did hereby consent to, adopt, ratify, confirm and approve the
following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good
standing under the laws of the State of FLORIDA and is authorized to do
business in the State of Florida; and

WHEREAS, the undersigned is the Sole Member and Manager of the Corporation and
hereby certifies that he or she owns 100% of the equity interest of the Corporation; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute
and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of
the Corporation listed below are hereby authorized and empowered, acting along, to sign,
execute and deliver any and all contracts and documents on behalf of the Corporation, and to

do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

NAME

KEVIN GRADIS
Tom McGuire
KEITH JORDAN

TITLE

OPERATIONS MANAGER
SALES MANAGER
ACCOUNT MANAGER

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I have executed my name as Sole Member and Manager of the above-named Corporation this 12th day of September 2019, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Sole Member of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

Sole Member and Manager of the Corporation

By: [Signature]

HUGH NEFF JENKINS
(Print Sole Member's Name)

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 12th day of September 2019, by Neff Jenkins, as Sole Member and Manager of Brooks Building Solutions, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced a _____ (state) driver's license no. _____ as Identification.

My Commission Expires:

Notary Public (Signature): [Signature]

Nichole St. Clair
(Printed Name)

(AFFIX NOTARY SEAL)



SOLE SOURCE CERTIFICATION

VENDORNAME: Brooks Building Solutions

COMMODITY: (General Description): Mechanical Systems and Alerton Building Automation System

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT DOCUMENTATION IF NECESSARY (MORE THAN ONE ENTRY WILL APPLY TO MOST SOLE SOURCE PRODUCTS OR SERVICES).

SOLE SOURCE CERTIFICATION:

1. x PARTS/EQUIPMENT CAN ONLY BE OBTAINED FROM ORIGINAL MANUFACTURER - NOT AVAILABLE THROUGH DISTRIBUTORS. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
2. x ONLY AUTHORIZED AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
3. x PROPRIETARY ITEM/SERVICE (EXPLAIN BELOW)
4. x PARTS/EQUIPMENT NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER (EXPLAIN BELOW)
5. x THIS IS THE ONLY KNOWN ITEM/SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (EXPLAIN BELOW)
6. x PARTS/EQUIPMENT ARE REQUIRED FROM THIS VENDOR TO PROVIDE STANDARDIZATION (EXPLAIN BELOW)

COMMENTS/EXPLANATIONS: (USE REVERSE SIDE IF NECESSARY)

- Parts and equipment are not exchangeable with other manufacturer, and only from product distributor.
- North Florida Products and Sole Source provider for Alerton Controls, Daikin McQuay Products.
- Only authorized trained factory service technicians.
- Parts are not interchangeable with other manufacturer and will void warranty on the new HVAC equipment.
- Daikin McQuay, Alerton BMS systems are under factory warranty, any aftermarket part will void warranty or malfunction system.
- Alerton is the standardized BMS system on over 15 Alachua County Buildings.

THE BASIS OF THE FOREGOING, I RECOMMEND THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT THE SERVICE OR MATERIAL ON THE ATTACHED REQUIREMENT BE PURCHASED AS A SOLE SOURCE COMMODITY.

SIGNED: [Signature] 9/26/20

DEPARTMENT DIRECTOR

DEPT/DIV: Facilities

APPROVED: [Signature]

PROCUREMENT MANAGER

DATE: 10/01/2020

APPROVED: [Signature]

ASSISTANT COUNTY MANAGER BUDGET & FISCAL SERVICES

DATE: _____

****PURCHASE OVER \$50,000**

APPROVED: _____

CHAIRMAN OF THE BOARD

DATE: _____

Revised 4-6-2020



September 22, 2020

Alachua County Board of County Commissioners

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.

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,

A handwritten signature in black ink, appearing to read "D. M. Riordan".

Denis M. Riordan
Regional Manager
Alerton

16201 25th Avenue W	Lynnwood, WA 98087	www.alerton.com
Phone: (425) 921-4900	Toll Free: (855) 410-7938	Fax: (425) 921-4872



Alachua County Board of County Commissioners Procurement Division
12 SE 1st Street, 3rd Floor, Gainesville, FL 32601
Phone-(352) 374-5202

Intended Sole Source Purchase
Brooks Air Systems, Mechanical Systems and Alerton Building Automation System

Date Posted: 9/30/2020 to 10/9/2020

Contact: Markisha Boykin, Procurement Agent
Alachua County Procurement Division
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
352-384-3092
mboykin@alachuacounty.us

The description of services intended for purchase from a sole source is posted in accordance with section 287.057(3)(c), Florida Statutes and will be posted for a minimum of 7 business days.

Commodity or Service Required:

Brooks Air Systems, Mechanical Systems and Alerton Building Automation System

Description:

Alachua County Facilities Management is seeking to execute a sole source for **Mechanical Systems and Alerton Building Automation System HVAC Services** from **Brooks Air Systems**.

Intended Sole Source:

Brooks Air System

Justification for Sole Source Acquisition:

Brooks Air System is the only authorized trained factory service technician in the area. Parts and equipment are not exchangeable with other manufacturer, and only from product distributor. North Florida products and Sole Source for Alerton Controls, Daikin McQuay Products. Parts are not interchangeable with other manufacturer and will void warranty on the new HVAC equipment. Daikin McQuay, Alerton BMS systems are under factor warranty, any aftermarket part will void warranty or malfunction system. Alerton is that standardized BMS system on over 15 Alachua County Buildings.

Recommended Procurement Approach:

For the reason stated above, Alachua County Procurement Division intends to utilize the Sole Source Procurement method to contract with **Brooks Air System**, for supplying the above.

Intended Sole Source Purchase Brooks Air Systems, Mechanical Systems and Alerton Building Automation System

Upcoming

09/30/2020 12:00 PM Eastern
09/30/2020 12:00 PM Eastern

... 0 ...
Planholders Broadcasted to Supplemental Suppliers Watchers Post Bid Viewers

Bid Details

Agency Name Alachua County Procurement

Bid Writer Markisha Boykin

Bid ID NSA 2020 9 30-1-0 2021/mb

Bid Type NSA - Notice of Intent to Award a Sole Source

Broadcast Date 09/30/2020 6:00 PM Eastern

Fiscal Year 2021

Due 10/09/2020 12:00 PM Eastern

Bid Status Text Intended Sole Source Purchase Brooks Air Systems, Mechanical Systems and Alerton Building Automation System Date Posted: 9/30/2020 to 10/9/2020 Contact: Markisha Boykin, Procurement Agent Alachua County Procurement Division 12 SE 1st Street, 3rd Floor Gainesville, FL 32601 352-384-3092 mboykin@alachuacounty.us The description of services intended for purchase from a sole source is posted in accordance with section 287.057(3)(c), Florida Statutes and will be posted for a minimum of 7 business days. Commodity or Service Required: Brooks Air Systems, Mechanical Systems and Alerton Building Automation System Description: Alachua County Facilities Management is seeking to execute a sole source for Mechanical Systems and Alerton Building Automation System HVAC Services from Brooks Air Systems. Intended Sole Source: Brooks Air System Justification for Sole Source Acquisition: Brooks Air System is the only authorized trained factory service technician in the area. Parts and equipment are not exchangeable with other manufacturer, and only from product distributor. North Florida products and Sole Source for Alerton Controls, Daikin McQuay Products. Parts are not interchangeable with other manufacturer and will void warranty on the new HVAC equipment. Daikin McQuay, Alerton BMS systems are under factor warranty, any aftermarket part will void warranty or malfunction system. Alerton is that standardized BMS system on over 15 Alachua County Buildings. Recommended Procurement Approach: For the reason stated above, Alachua County Procurement Division intends to utilize the Sole Source Procurement method to contract with Brooks Air System. for supplying the above.

Scope of Work

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the County intends to negotiate and award with only one source under the authority of and in accor

Show More &

Documents

Download all documents

[Brooks Notice of Intent](#)Bid Document /
Specifications

09/30/2020

Complete

Distribution Info

Bid Bond	None
Plan (blueprint)	None
eBidding	No
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it

Publications

[View Legal Ad](#)

Pre-Bid Conference

No Pre-Bid Conference Data Found

Statistics

Planholders	There are 0 Planholders for this bid.
Filtered	No
Broadcast List	0 Suppliers have been notified
Post-Bid Viewers	There are 0 Post-Bid viewers
Supplemental Suppliers	0 Supplemental Suppliers

Commodity Code

[016-941-55] HVAC Systems, Power Plant, Maintenance and Repair

[022-910-17] Energy Computerized Control System, HVAC, Lighting, Utilities, etc., Installation, Maintenance and Repair Services

Certificate Of Completion

Envelope Id: D93DD19AE8EB4F93B9A581ABCF075506	Status: Completed
Subject: Please DocuSign: Agreement No. 11751 with Brooks for County Facilities' HVAC - Ready for ATF	
Source Envelope:	
Document Pages: 63	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 216.194.144.254

Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
11/9/2020 9:16:03 AM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

David Forziano
dforziano@alachuacounty.us
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
David Forziano
70E6E81DBE1E4D3...

Signature Adoption: Pre-selected Style
Using IP Address: 216.194.144.254

Timestamp

Sent: 11/9/2020 9:22:10 AM
Viewed: 11/13/2020 1:45:58 PM
Signed: 11/13/2020 2:03:21 PM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2020 2:02:38 PM
ID: 64124040-3dd9-4e93-9b56-757b83b044a0

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2020 9:22:10 AM
Certified Delivered	Security Checked	11/13/2020 1:45:58 PM
Signing Complete	Security Checked	11/13/2020 2:03:21 PM
Completed	Security Checked	11/13/2020 2:03:21 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

SOLE SOURCE CERTIFICATION

VENDORNAME: Brooks Building Solutions

COMMODITY: (General Description): Mechanical Systems and Alerton Building Automation System

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT DOCUMENTATION IF NECESSARY (MORE THAN ONE ENTRY WILL APPLY TO MOST SOLE SOURCE PRODUCTS OR SERVICES).

SOLE SOURCE CERTIFICATION:

1. x PARTS/EQUIPMENT CAN ONLY BE OBTAINED FROM ORIGINAL MANUFACTURER - NOT AVAILABLE THROUGH DISTRIBUTORS. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
2. x ONLY AUTHORIZED AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
3. x PROPRIETARY ITEM/SERVICE (EXPLAIN BELOW)
4. x PARTS/EQUIPMENT NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER (EXPLAIN BELOW)
5. x THIS IS THE ONLY KNOWN ITEM/SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (EXPLAIN BELOW)
6. x PARTS/EQUIPMENT ARE REQUIRED FROM THIS VENDOR TO PROVIDE STANDARDIZATION (EXPLAIN BELOW)

COMMENTS/EXPLANATIONS: (USE REVERSE SIDE IF NECESSARY)

- Parts and equipment are not exchangeable with other manufacturer, and only from product distributor.
- North Florida Products and Sole Source provider for Alerton Controls, Daikin McQuay Products.
- Only authorized trained factory service technicians.
- Parts are not interchangeable with other manufacturer and will void warranty on the new HVAC equipment.
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- Alerton is the standardized BMS system on over 15 Alachua County Buildings.

THE BASIS OF THE FOREGOING, I RECOMMEND THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT THE SERVICE OR MATERIAL ON THE ATTACHED REQUISITION BE PURCHASED AS A SOLE SOURCE COMMODITY.

SIGNED: [Signature]

DEPARTMENT DIRECTOR

DEPT/DIV: FACILITIES

APPROVED: [Signature]

PROCUREMENT MANAGER

DATE: 10/01/2020

APPROVED: [Signature]

ASSISTANT COUNTY MANAGER BUDGET & FISCAL SERVICES

DATE: _____

****PURCHASE OVER \$50,000**

APPROVED: [Signature]

CHAIRMAN OF THE BOARD

Kent Cornell

DATE: 12/9/2020



September 22, 2020

Alachua County Board of County Commissioners

To Whom It May Concern:

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Sincerely,

A handwritten signature in black ink, appearing to read "D. M. Riordan".

Denis M. Riordan
Regional Manager
Alerton

16201 25th Avenue W	Lynnwood, WA 98087	www.alerton.com
Phone: (425) 921-4900	Toll Free: (855) 410-7938	Fax: (425) 921-4872



Alachua County Board of County Commissioners Procurement Division
12 SE 1st Street, 3rd Floor, Gainesville, FL 32601
Phone-(352) 374-5202

Intended Sole Source Purchase
Brooks Air Systems, Mechanical Systems and Alerton Building Automation System

Date Posted: 9/30/2020 to 10/9/2020

Contact: Markisha Boykin, Procurement Agent
Alachua County Procurement Division
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
352-384-3092
mboykin@alachuacounty.us

The description of services intended for purchase from a sole source is posted in accordance with section 287.057(3)(c), Florida Statutes and will be posted for a minimum of 7 business days.

Commodity or Service Required:

Brooks Air Systems, Mechanical Systems and Alerton Building Automation System

Description:

Alachua County Facilities Management is seeking to execute a sole source for **Mechanical Systems and Alerton Building Automation System HVAC Services** from **Brooks Air Systems**.

Intended Sole Source:

Brooks Air System

Justification for Sole Source Acquisition:

Brooks Air System is the only authorized trained factory service technician in the area. Parts and equipment are not exchangeable with other manufacturer, and only from product distributor. North Florida products and Sole Source for Alerton Controls, Daikin McQuay Products. Parts are not interchangeable with other manufacturer and will void warranty on the new HVAC equipment. Daikin McQuay, Alerton BMS systems are under factor warranty, any aftermarket part will void warranty or malfunction system. Alerton is that standardized BMS system on over 15 Alachua County Buildings.

Recommended Procurement Approach:

For the reason stated above, Alachua County Procurement Division intends to utilize the Sole Source Procurement method to contract with **Brooks Air System**, for supplying the above.

Intended Sole Source Purchase Brooks Air Systems, Mechanical Systems and Alerton Building Automation System

Upcoming

... 0 ...

...
Planholders

...
Broadcasted to

0
Supplemental Suppliers

...
Watchers

...
Post Bid Viewers

Bid Details

Agency Name	Alachua County Procurement
Bid Writer	Markisha Boykin
Bid ID	NSA-2020-9-30-1-0-2021/mb
Bid Type	NSA - Notice of Intent to Award a Sole Source
Broadcast Date	09/30/2020 6:00 PM Eastern
Fiscal Year	2021
Due	10/09/2020 12:00 PM Eastern
Bid Status Text	Intended Sole Source Purchase Brooks Air Systems, Mechanical Systems and Alerton Building Automation System Date Posted: 9/30/2020 to 10/9/2020 Contact: Markisha Boykin, Procurement Agent Alachua County Procurement Division 12 SE 1st Street, 3rd Floor Gainesville, FL 32601 352-384-3092 mboykin@alachuacounty.us The description of services intended for purchase from a sole source is posted in accordance with section 287.057(3)(c), Florida Statutes and will be posted for a minimum of 7 business days. Commodity or Service Required: Brooks Air Systems, Mechanical Systems and Alerton Building Automation System Description: Alachua County Facilities Management is seeking to execute a sole source for Mechanical Systems and Alerton Building Automation System HVAC Services from Brooks Air Systems. Intended Sole Source: Brooks Air System Justification for Sole Source Acquisition: Brooks Air System is the only authorized trained factory service technician in the area. Parts and equipment are not exchangeable with other manufacturer, and only from product distributor. North Florida products and Sole Source for Alerton Controls, Daikin McQuay Products. Parts are not interchangeable with other manufacturer and will void warranty on the new HVAC equipment. Daikin McQuay, Alerton BMS systems are under factor warranty, any aftermarket part will void warranty or malfunction system. Alerton is that standardized BMS system on over 15 Alachua County Buildings. Recommended Procurement Approach: For the reason stated above, Alachua County Procurement Division intends to utilize the Sole Source Procurement method to contract with Brooks Air System. for supplying the above.

Scope of Work

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the County intends to negotiate and award with only one source under the authority of and in accordance with...

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Documents

Download all documents

Filename	Type	Date Modified	Status
<u>Brooks Notice of Intent</u>	Bid Document / Specifications	09/30/2020	Complete

Distribution Info

Bid Bond	None
Plan (blueprint)	None
eBidding	No
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it

Publications

[View Legal Ad](#)

Pre-Bid Conference

No Pre-Bid Conference Data Found

Statistics

Planholders	There are 0 Planholders for this bid.
Filtered	No
Broadcast List	0 Suppliers have been notified
Post-Bid Viewers	There are 0 Post-Bid viewers
Supplemental Suppliers	0 Supplemental Suppliers

Commodity Code

[016-941-55] HVAC Systems, Power Plant, Maintenance and Repair

[022-910-17] Energy Computerized Control System, HVAC, Lighting, Utilities, etc., Installation, Maintenance and Repair Services