

FIRST AMENDMENT TO AGREEMENT NO. 11751 BETWEEN ALACHUA COUNTY AND BROOKS BUILDING SOLUTIONS INC FOR COUNTY FACILITIES' HVAC MAINTENANCE

THIS FIRST AMENDMENT TO AGREEMENT NO. 11751, made and entered into on _____, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Brooks Building Solutions, Inc, hereinafter referred to as "Contractor", and collectively the County and the Contractor are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, pursuant to the Alachua County Purchasing Code 22.3-302 (28), the Parties hereto previously entered into a Sole Source Contractual Services Agreement No. 11751 with Brooks Buildings Solutions, Inc., for County Facilities HVAC Maintenance, dated 12/8/2020, (the "Agreement") with an initial term ending 9/30/2021 included three 1-year renewal options; and,

WHEREAS, the County has elected to exercise its first renewal option to renew the Term of the Agreement for a 1-year period commencing October 1, 2021 through September 30, 2022; and

WHEREAS, the Parties wish to amend the Agreement to add locations, increase maintenance costs associated with existing locations, and adjusting the annual contract price; and

WHEREAS, the Parties wish to amend the Agreement to add a clause which acknowledges the employment eligibility requirements via the U.S. Department of Homeland Security E-Verify System as set forth herein.

NOW, THEREFORE, the parties hereby agree to amend the Agreement, dated 12/8/2020, as follows:

1. **SECTION # 1** of the Agreement, *Term*, is amended in its entirety to read:

- 1.1. The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of this Agreement is renewed for the period of October 1, 2021 and continuing through September 30, 2022 (the “First Renewal Option Term”), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) 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. **SUBSECTION # 2.1** of the Agreement, *Duties of the Contractor*, is amended in its entirety to read:
- 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.
3. **SUBSECTION # 2.1, TABLE 2.1** of the Agreement, *Duties of the Contractor*, is amended in its entirety to read:

Table 2.1

Facility	Address
Alachua County Administration Building	12 SE 1 st Street
Alachua County Jail	3333 NE 39 th Avenue
Animal Services	3400 NE 53 rd 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
Records Retention Building	919 SE 5 th Street
Sheriff's Headquarters (ASO)	2621 SE Hawthorne Road
State Attorney's Office	120 W. University Avenue
Wilson Building	26 NE 1 st Street

4. **SUBSECTION # 4.1** of the Agreement, *Method of Payment*, is amended in its entirety to read:

4.1. For all services under this Agreement, the Contractor shall be paid an Annual Contract Price of Three Hundred Fourteen Thousand Eight Hundred Sixty-Seven Dollars and Zero Cents (\$314,867.00), for the first renewal term of the Agreement, allocated as set forth in Tables 4.2.1 and 4.2.2 below.

5. **SUBSECTION # 4.2, TABLE 4.2.1** of the Agreement, *Method of Payment*, is amended in its entirety to read:

Table 4.2.1

Alerton DDC Controls – Facilities Management		
Facility	Monthly Cost	Annual Cost
Alachua County Administration Building	\$650.00	\$7,800.00
Animal Services	\$335.67	\$4,028.00
Civil Courthouse	\$529.42	\$6,353.00
Criminal Justice Center (CJC)	\$3,051.33	\$36,616.00
Josiah T. Walls Building	\$645.83	\$7,750.00
Public Defender's Building	\$582.42	\$6,989.00
Records Retention Building	\$266.25	\$3,195.00
State Attorney's Office	\$853.83	\$10,246.00
Wilson Building	\$1,053.33	\$12,640.00
Subtotal	\$7,968.09	\$95,617.00
Full Coverage Maintenance for Mechanical System and Alerton Building Automation System		
Alachua County Administration Building	\$1,286.00	\$15,432.00
Total for Facilities Management	\$9,254.09	\$111,049.00

6. **SUBSECTION # 4.2, TABLE 4.2.2** of the Agreement, *Method of Payment*, is amended in its entirety to read:

Table 4.2.2

Alerton DDC Controls – Critical Facilities Management		
Facility	Monthly Cost	Annual Cost
Alachua County Jail	\$5,874.92	\$70,499.00
Combined Communication Center (CCC)/911 Building	\$966.25	\$11,595.00
Public Works Office	\$406.58	\$4,879.00
Sheriff's Headquarters (ASO)	\$731.08	\$8,773.00
Subtotal	\$7,978.83	\$95,746.00
Full Coverage Maintenance for Mechanical System and Alerton Building Automation System		
Alachua County Jail	\$9,006.00	\$108,072.00
Total for Critical Facilities Management	\$16,984.83	\$203,818.00

7. **SUBSECTION # 4.2, TABLE 4.2.3** of the Agreement, *Method of Payment*, is added to read:

Table 4.2.3

Total for Facilities Management	\$9,254.09	\$111,049.00
Total for Critical Facilities Management	\$16,984.83	\$203,818.00
Annual Grand Total	\$26,238.92	\$314,867.00

8. **SUBSECTION #2.1, TABLE 2.1** of Exhibit 1: Scope of Service, *Alerton EMCS-DDC Controls*, is amended in its entirety to read:

Table 2.1

Facility	Address
Alachua County Administration Building	12 SE 1 st Street
Alachua County Jail	3333 NE 39 th Avenue
Animal Services	3400 NE 53 rd 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
Records Retention Building	919 SE 5 th Street

Sheriff's Headquarters (ASO)	2621 SE Hawthorne Road
State Attorney's Office	120 W. University Avenue
Wilson Building	26 NE 1 st Street

9. **SUB-SUBSECTION #2.1.1** of Exhibit 1: Scope of Service, *Alerton EMCS-DDC Controls*, is deleted in its entirety.

10. **SUBSECTION # 3.5** of Exhibit 1: Scope of Service, *Repair Service*, is amended in its entirety to read:

3.5 **After Hours Service:** Brooks Building Solutions will perform all services during its regular working hours (Monday thru Friday, 8:00 am to 5:00 pm) unless otherwise specified. Any services requested or agreed to by the customer that are outside of regular working hours 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 at the difference between the company's published contract labor rate and the company's published contract overtime (after hours, Saturday, Sunday) and Holiday rates.

Mechanical Service:

- Overtime Rate (\$157.50) – Regular Rate (\$105.00) = Special Service and Repair Billing Rate (\$52.50)
- Holiday Rate (\$210.00) – Regular Rate (\$105.00) = Special Holiday Service and Repair Billing Rate (\$105.00)

Control Service:

- Overtime Rate (\$175.50) – Regular Rate (\$117.00) = Special Service and Repair Billing Rate (\$58.50)
- Holiday Rate (\$234.00) – Regular Rate (\$117.00) = Special Holiday Service and Repair Billing Rate (\$117.00)

14. **SECTION # 31** of the Agreement, *U.S. Department of Homeland Security E-Verify System*, is added to read:

31. U.S. Department of Homeland Security E-Verify System

31.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

31.2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

15. This First Amendment shall take effect on October 1, 2021.

16. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the Agreement, dated 12/8/2020, shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to Agreement Number 11751 to be executed.

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, Chair

Board of County Commissioners

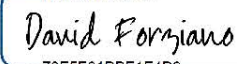
Date: _____

ATTEST

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

DocuSigned by:

70E6E84DBE1E4D3...
Alachua County Attorney's Office

VENDOR

DocuSigned by:

By: _____
0F04099E04534FE...
Print: Tom McGuire
Title: Sales Manager
Date: 4/7/2021

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY 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.

Brooks Building Solutions, Inc.
(Insert Name of Corporation)

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

I, HUGH NGFF JENKINS, certify that I am the Sole Member and
(Insert name of owner)
Manager of Brooks 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
September, 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 FRANCIS

Tom McGuire

KEITH JORDAN

TITLE

OPGENITICS MANABURY

SALUS MALAUTE

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.

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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):

Nichole St. Clair
(Printed Name)

(AFFIX NOTARY SEAL)

