

RESOLUTION NO. 2015 - 25

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONTRACT FOR PHASE 2 OF THE JAIL CELL DOOR HARDWARE REPLACEMENT.**

**RECITALS**

**WHEREAS**, the County seeks to purchase and replace jail cell door hardware; and

**WHEREAS**, in accordance with applicable provisions of the St. Johns County Purchasing Procedure Manual, the County seeks to negotiate and enter into a contract with Willo Products Company, Inc. and

**WHEREAS**, the project is being funded by the Sheriff's Complex Maintenance Department; and

**WHEREAS**, said purchase serves a public purpose.

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

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

Section 2. The County Administrator, or designee, in accordance with applicable provisions of the St. Johns County Purchasing Procedure Manual, is hereby authorized to purchase and install 30 new Willo E2 sliding device upgrade kits including backplate, motor, wheel bar unit, track set, hangar, and wiring harness at a price of \$122,307.00, and further authorized to execute a purchase order for said equipment.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3 day of February, 2015.

**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: [Signature]  
Rachael L. Bennett, Chair

**RENDITION DATE** 2/5/15



## CONTRACT AGREEMENT

### Misc. Contract, Jail Cell Door Hardware Replacement

THIS Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between ST. JOHNS COUNTY ("Owner"), a political subdivision of the State of Florida, with mailing address: 500 San Sebastian View, St. Augustine, FL 32084, and Willo Products Company, Inc ("Contractor"), with mailing address: 714 Willo Industrial Drive SE, Decatur, AL 35601, hereinafter referred to as the "Contractor" whose Phone (256) 353-7161.

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

1. **Duration.** The duration of this Contract Agreement runs from the date upon which the last party executes this Contract Agreement ("Effective Date"), through and until Fifteen (15) consecutive calendar days after the detention equipment contractor's completion date.
2. **Scope of Services.** The Contractor shall, in accordance with the Contract Documents, provide all labor, materials, equipment, supervision, and permitting necessary to complete work located at 3955 Lewis Speedway, St. Augustine, FL 32084. Project shall be performed per the attached proposal dated January 7, 2015.
3. **Contract Documents.** The term "Contract Documents" means and includes the following:
  - (1) CONTRACT AGREEMENT
  - (2) STANDARD ST. JOHNS COUNTY INSURANCE REQUIREMENTS
  - (3) PRICING PROPOSAL
  - (4) NOTICE TO PROCEED

All documents identified above are hereby incorporated into and made part of this Agreement. Documents not identified in this paragraph are not Contract Documents and do not form part of this Contract Agreement. The Contract Documents constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Services. Specifically, and without limitation, this Contract Agreement supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or communications, representations and negotiations, if any, between the Owner and the Contractor.

4. **Commencement of Services.** The Contractor shall commence the Services upon receipt of the Notice to Proceed issued by the Owner. Authorization for any additional services beyond the Scope of Services provided herein, shall be made in writing in the form of a Change Order executed by the Owner and the Contractor.
5. **Compensation.** The maximum amount available as compensation to Contractor under this Contract Agreement is One Hundred Twenty-Two Thousand, Three Hundred Seven and 00/100 dollars (\$122,307.00) unless otherwise amended in the manner set forth in this Contract Agreement. Compensation shall be made in one lump sum payment upon completion and acceptance of all work. All pricing shall remain firm for the duration of this Contract Agreement.
6. **Permits and Licenses.** To the extent that the Contractor needs to obtain, require, and maintain permits, certifications, or licenses in order to perform the Services noted in this Contract Agreement, the Contractor shall be responsible for securing, obtaining, acquiring, and maintaining, at the Contractor's sole expense, any such permits, certifications, licenses, and/or approvals required by Federal, State, or County law, rule, regulation, or ordinance.
7. **Independent Contractor Status.** The Contractor, is, and shall be, in the performance of all work, Services, and activities, noted under this Contract Agreement, an Independent Contractor, and not an

employee, agent, official, or servant of the Owner. As such, neither the Contractor, nor any employees, agents, officials, servants, nor subcontractors of the Contractor are eligible for any benefits afforded employees or officials of the Owner. The Contractor shall exercise control over the means and manner in which the Contractor, and the Contractor's employees perform the work and Services described in this Contract Agreement. The Contractor does not have the power or authority to bind the Owner in any manner whatsoever in any promise, agreement, or representation, other than as specifically provided in this Contract Agreement.

8. **Amendments to this Contract Agreement.** Both the Owner and the Contractor acknowledge that this Contract Agreement constitutes the complete agreement and understanding of the parties. Further, both the Owner and the Contractor acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the Owner, and the Contractor.

9. **Access to Records.**

a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable Local, State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

b. As a condition of entering into this Agreement, Contractor shall provide access to all records, data, documents, and/or materials subject to the applicable provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is authorized, and acts on behalf of the County in performing under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service being performed by Contractor;
- (2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
- (3) Ensure that public records that are exempt or confidential and exempt from public disclosure requirements are not disclosed except as authorized by applicable law; and
- (4) Meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

c. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records in the possession of Contractor and shall promptly provide the County a copy of Contractor's response to each such request.

10. **Review of Records.** As a conditions of entering into this Contract Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the Owner to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related to this Contract Agreement, or otherwise governed by Local, State, or Federal law.
11. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Contract Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
12. **Termination.** This Contract Agreement may be terminated with or without cause, by the Owner, upon twenty-four (24) hours prior written notice to the Contractor.
13. **Governing Law and Venue.** This Contact Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under this Contract Agreement shall be in St. Johns County, Florida.
14. **Indemnity.** To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner from and against any and all claims, liabilities, and reasonable expenses associated with any act or omission on the part of the Contractor, its agents, employees, or representatives in connection with its performance of or its failure to perform the Services, terms and conditions set forth in this Contract Agreement.
15. **Insurance.** Contractor, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the Insurance Requirements stated below for the duration of this Contract Agreement.

The Contractor shall not commence work under this Contract Agreement until it has obtained all insurance required under this section and such insurance has been approved by the Owner. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish a certificate of insurance showing proof of such insurance coverage to the Owner prior to the commencement of operations. The certificate shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required this Contract Agreement and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Owner.

**The certificate shall specifically include the Owner as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.**

**A brief description of operations referencing the Bid/RFP Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate.** Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract Agreement.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, Fl 32084

- a) **Workers' Compensation:** The Contractor shall maintain during the life of this Contract Agreement adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

- b) **Comprehensive General Liability:** The Contractor shall maintain during the life of this Contract Agreement, Comprehensive General Liability Insurance with minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, to protect the Contractor from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the Contractor or anyone directly employed by or contracting with the Contractor.
  - c) **Commercial Automobile Liability:** The Contractor shall maintain during the life of this Contract Agreement Commercial Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented or hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.
16. This Contract Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Contract Agreement, **three (3) copies** of which shall be deemed an original on the date first above written.

**OWNER**

St. Johns County, Florida  
(Typed Name)

By: \_\_\_\_\_  
Authorized Representative Signature

Darrell Locklear, Assistant County Administrator  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**Legally Sufficient:**

By: \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date of Execution

**CONTRACTOR**

Willo Products Company, Inc. (Seal)  
(Typed Name)

By: \_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**Cheryl Strickland, Clerk of Courts**

By: \_\_\_\_\_ (Seal)  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**REQUEST FOR APPROVAL  
ST JOHNS COUNTY PURCHASING**

**SUBJECT: Replacement of jail cell door hardware at the Jail**

**SUGGESTED VENDOR:** Willo Products Company, Inc.

**ESTIMATE:** \$647,307.00

**REASON FOR REQUEST:**

**PURCHASING POLICY NUMBER:**

- |  |  |   |
|--|--|---|
| A. <input checked="" type="checkbox"/> Standardization | D. <input checked="" type="checkbox"/> Only Known Supplier   | G. <input type="checkbox"/> Public Safety Emergency |
| B. <input type="checkbox"/> Spare Parts                | E. <input type="checkbox"/> Delay of Construction Contractor | H. <input type="checkbox"/> Time Restriction        |
| C. <input type="checkbox"/> Replacement Parts          | F. <input type="checkbox"/> Environmental Urgency            | I. <input type="checkbox"/> Other                   |

**BUDGET ACCOUNT NO/DESCRIPTION:** 0105-54618 Sheriff's Complex Maintenance-Deferred Maintenance      **BUDGETED AMOUNT:** \$130,000.00

The jail cell door hardware on the second group of (30) of the most needed doors at the St. Johns County Jail are heavily worn and require frequent repair, and they must be replaced with new hardware. Attached is a proposal from Willo Products Company, Inc.; a company specializing in detention facilities equipment, systems and controls (Willo provided the original jail cell door hardware and replaced the hardware on 30 doors in FY 14). The replacement hardware is the same (compatible) with the original hardware installed many years ago. The estimated figure also includes the hardware replacement on an additional 128 doors for \$457,000 and servicing 235 swing door locks for \$68,000. This work will be done in subsequent fiscal years as funding becomes available.

**REQUISITIONER:** Amanda Kiesel

**DATE:** 12/5/14

**DEPT. MANAGER:** Kevin Wiseman

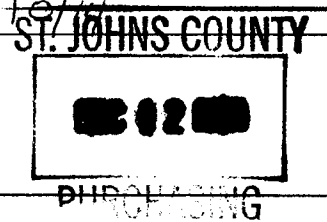
**DATE:** 12/10/14

**DIVISION MANAGER:** Wayne Pacetti

**DATE:** 12/19/14

**PURCHASING REVIEW**

- DISPOSITION:** A.  Concurs with Request  
 B.  Does not concur with Request  
 C.  Requires approval(s) as listed below



**COMMENTS:**

**BUYER:**

**DATE:**

**PURCHASING MANAGER:** Dawn Cardenas

**DATE:** 12/12/14

**MANAGEMENT REVIEW**

- DISPOSITION:** A.  Concurs with Request  
 B.  Does not concur with Request

**COMMENTS:**

\_\_\_\_ Darrell Locklear, Assistant County Administrator

**DATE:**

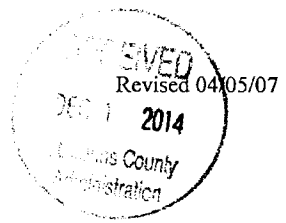
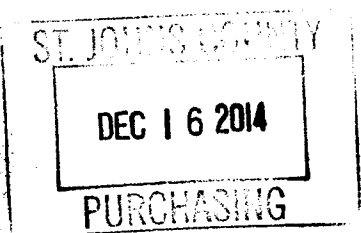
\_\_\_\_ Jerry Cameron, Assistant County Administrator

**DATE:**

\_\_\_\_ Michael D. Wanchick, County Administrator

**DATE:**

(Use reverse side for additional comments)  
Return to Purchasing when completed.



SINCE 1945  
**Willo Products**  
**Company Inc.**  
Detention Equipment, Systems & Controls

January 7, 2015

St. Johns County Jail  
Attn: Mark Kees  
3955 Lewis Speedway  
St. Augustine, FL 32084

RE: Revised Pricing for (30) Willo E-2 Locking Device Upgrades w/Warranty

Dear Sir:

We propose to furnish and install the equipment itemized below in accordance with your request.

**We Include the following items:**

1. (30) New Willo E2 sliding device upgrade kits including backplate, motor, wheel bar unit, track set, hanger, and wiring harnesses
2. (30) Removal and disposal of existing devices
3. Standard (1) year Warranty (Copy Attached)

**All of the above for the sum of:** \$122,307.00 (One hundred twenty-two thousand, three hundred seven dollars).

**We Do Not Include the following items:**

1. Taxes
2. Bond
3. Retainage
4. New Housings, Doors, Lockpost, Top Plate and Bottom Angle, and Wall Guides
5. Finish Paint (except as stated above)
6. Any item not specifically listed in this scope letter.

**Terms and Conditions:**

We quote net 30 days, no retainage allowed. A current tax-exempt certificate must be furnished to our Accounting Department if the project is to be tax exempt. This price can only be held for 60 days from the date of this letter. Change of these criteria will change our price.

Very truly,

WILLO PRODUCTS COMPANY, INC.

Jerry Wayne Riggs  
Renovation Sales Manager

# **WARRANTY**

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## **CERTIFICATE OF WARRANTY**

**St Johns County Jail**

**St. Augustine, FL**

We hereby guarantee the satisfactory operation of Locking Device Upgrades furnished by us for a period of (1) year from the date of completion of project. During this period, we shall, without cost to the Owner, correct any faulty installation performed by Willo. We will also supply at no charge, for the owner's installation, any worn or broken parts that are the result of defective material.

**Exceptions:** This guarantee does not apply to damage to our equipment caused by misuse, abuse, neglect, improper operation, riots, water or fire damage, or Acts of Providence, or to the replacement of light bulbs, console lamp bulbs and fuses or minor adjustments to the locks, door position switches, door closers or locking devices. In addition, any modifications to our equipment by anyone other than Willo Products authorized personnel renders this guarantee null and void. Preventive maintenance must be performed in strict accordance with the operation and maintenance manual to maintain this warranty.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WILLO PRODUCTS COMPANY, INC.

Jerry Riggs  
Renovation Sales Manager