



## CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Fulton County Animal Shelter
Contractor's Full Legal Name:	CGL Facility Management, LLC
Contract No.:	99999-SPD0000154-0001
Solicitation No./Event ID:	
Solicitation Title/Event Name:	Preventative Facility Maintenance Service
Contract Award Date:	08/15/2018
Current Contract Term:	07/01/2023 – 07/01/2024

WHERE AS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- The purpose of this modification is.
  - a. To provide Fulton County pricing for the provision of Facility Maintenance Services to the newly built animal Shelter located at 1251 Fulton Industrial Blvd Atlanta, Ga. 30318 associated pricing is submitted for inclusion in the 99999-SPD0000154-0001 statewide contract.
- The following documents are included.
  - a. Scope of Services Modification – Attachment 1
  - b. Base Contract Pricing per DOAS format – Attachment 2
  - c. Staffing – Attachment 3
  - d. Overtime/ Emergency Rates- Attachment 4
  - e. Response Times -Attachment 5
- Effective Date: November 1st, 2023

# Attachment 1 Scope of Services

## 1. System Requirements

- a. The contractor will be required to provide engineering management and technical expertise to protect Fulton County Animal Shelter capital investments and to maintain interior and exterior equipment and spaces, including, but not limited to, participating in strategic planning and budgeting sessions, evaluating infrastructure needs; energy management; provide an inventory of all equipment and systems; assist Fulton County Animal Shelter staff and outside contractors and consultants hired by FULTON COUNTY or facility improvements, additions, upgrades, building retrofits and studies and monitor regulatory compliance for systems included in the scope.
- b. The Contractor shall operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems for which responsibility has been delegated. The Contractor shall develop and implement an effective, consistent, and documented corrective maintenance program. The program will target system performance, life cycle, cost, energy consumption, and safety. Required maintenance services for facilities include the following functions and pieces of major equipment, which are only illustrative, and shall also include all ancillary devices and systems that are a part of the mechanical, electrical, and building systems unless specifically excluded herein:

### i. Emergency Generator

- a. Regular inspection and maintenance of generators.
- b. Testing and repair of generator components.
- c. Fuel system maintenance and testing.
- d. Load testing to ensure generator reliability.
- e. The contractor is required to respond to emergency generator failures in accordance with the response times listed in Attachment 5

### ii. Building Envelope and Structure

- a. Inspection and maintenance of building envelope components.
- b. Repair and replacement of damaged roofing, walls, windows, and doors.
- c. Waterproofing and insulation services.
- d. Structural integrity assessments and repairs.
- e. The contractor must respond to emergency roofing issues per the response times listed in Attachment 5.

### iii. Heating Ventilation and Air Conditioning

- a. Troubleshooting and diagnostics of HVAC system failures.
- b. Repair and replacement of malfunctioning HVAC components.
- c. Restoration of proper functionality and performance of HVAC systems.
- d. The contractor must respond to HVAC failures per the response times listed in Attachment 5.

### iv. Fire Alarm

- a. Inspection and testing of fire alarm systems.
- b. Repair or replacement of faulty fire alarm components.
- c. Emergency response and repair in case of fire alarm failures.
- d. Compliance with fire safety regulations and codes.
- e. The contractor must respond to emergency fire alarm issues per the response times listed in Attachment 5.

### v. Fire Sprinkler

- a. Inspection, testing, and maintenance of fire sprinkler systems.
- b. Repair or replacement of malfunctioning sprinkler heads, pipes, and valves.
- c. Compliance with fire sprinkler codes and regulations.
- d. The contractor must respond to emergency sprinkler failures per the response times listed in Attachment 5.

### vi. Electrical Systems

- a. Inspection and troubleshooting of electrical systems.
- b. Repair or replacement of faulty electrical components, switches, and outlets.
- c. Restoration of power supply in case of outages.
- d. Compliance with electrical codes and safety regulations.
- e. Electrical panel maintenance and upgrades.
- f. The contractor must respond to emergency electrical failures per the response times listed in Attachment 5.

- vii. **Building Utility Systems**
  - a. Inspecting, testing, and maintaining building utility systems (e.g., water supply, gas distribution, etc.).
  - b. Repair or replacement of faulty utility components.
  - c. Optimization of utility system performance and efficiency.
  - d. The contractor must respond to emergency utility failures per the response times listed in Attachment 5.
- viii. **Security Systems**
  - a. Inspecting, testing, and maintaining security systems (e.g., access control, CCTV, etc.).
  - b. Repair or replacement of faulty security system components.
  - c. Ensuring the integrity and reliability of security systems.
  - d. The contractor is required to respond to emergency security system failures according to the response times listed in Attachment 5.
- ix. **Lighting**
  - a. Inspection and maintenance of interior and exterior lighting systems.
  - b. Replacement of faulty light fixtures and bulbs. (Bulbs and ballasts to be purchased by Fulton County)
  - c. Energy-efficient lighting solutions.
  - d. The contractor must respond to emergency lighting failures per the response times listed in Attachment 5.
- x. **Plumbing and Sewer**
  - a. Identification and resolution of plumbing system malfunctions.
  - b. Repair or replacement of faulty plumbing fixtures, pipes, and valves.
  - c. Clearing of clogged drains and sewage lines.
  - d. Leak detection and repair.
  - e. Backflow prevention and testing.
  - f. The contractor must respond to emergency plumbing failures per the response times listed in Attachment 5.
- xi. **Natural Gas and LP Gas Distribution and Combustion Systems**
  - a. Inspection and maintenance of natural gas and LP gas distribution systems.
  - b. Repair or replacement of faulty gas distribution components.
  - c. Inspection and maintenance of gas combustion systems.
  - d. Compliance with gas safety regulations
  - e. The contractor must respond to emergency gas distribution and combustion failures per the response times listed in Attachment 5.
- xii. **Kitchen Equipment**
  - a. Inspection, testing, and maintenance of kitchen equipment.
  - b. Repair or replacement of faulty kitchen equipment components.
  - c. Ensuring the efficient and safe operation of kitchen equipment.
  - d. The contractor must respond to emergency kitchen equipment failures per the response times listed in Attachment 5.
- xiii. **Laundry Equipment**
  - a. Inspection, testing, and maintenance of laundry equipment.
  - b. Repair or replacement of faulty laundry equipment components.
  - c. Optimization of laundry equipment performance.
  - d. The contractor must respond to emergency laundry equipment failures per the response times listed in Attachment 5.
- xiv. **Lift Trucks are not included.**

## **2. Process and System Requirements**

### **a. Short- and Long-Range Maintenance Planning**

- i. The contractor shall develop an appropriate maintenance strategy and program based on the Client's performance requirements and standards and the criticality of applications supported by building systems. This includes developing both short-term and longer-term maintenance plans.
- ii. The contractor will support these plans by working with the Fulton County Animal Shelter Management Team to create supporting budgets.
- iii. The maintenance plans will include both corrective maintenance and capital spending.
- iv. The contractor will recommend capital spending based on clear system performance and the least maintenance life-cycle cost basis.
- v. The contractor shall identify options, prepare analysis, provide expertise, and make recommendations relating to new maintenance procedures, new Building System technologies, equipment overhauls, replace versus buy decisions, installation of new equipment, and disposal of obsolete equipment. Recommendations will draw on industry best practices, new technology developments, and the Contractor's experience. \*CGL will follow Fulton County equipment disposal policies and processes.
- vi. The contractor will develop and submit recommendations for comprehensive planning, scheduling, and work control procedures to the Contract Manager.

### **b. Trouble Calls and Repairs**

- i. Repairs consist of identifying what keeps an asset from operating correctly, correcting or replacing defective components to make it operate correctly, and verifying that the asset performs properly after the repair. The Contractor may perform repairs on-site or equipment that may be sent off-site to independent sources for repair.
- ii. The contractor will maintain records on all repairs through the CMMS.
- iii. The Contractor will review such historical data to determine if the equipment should be repaired or replaced.
- iv. The contractor will receive, record, and respond to all trouble calls and other user requests relating to facility services and perform all repairs and other work needed to resolve the problem and prevent a recurrence.
- v. The contractor will respond promptly to user requests for maintenance services such as "hot/cold" complaints, minor building maintenance, minor repairs, lamp replacement, and other miscellaneous services related to customer comfort. Response times will be listed in Attachment 5.
- vi. The contractor is expected to perform all corrective repairs during normal working hours, Monday through Friday.

### **c. After-hours and Emergency Requests and Repairs**

- i. The contractor will develop, implement, and maintain a process for responding to "after-hours" and "emergency" requests and repairs. The process the Contractor implements will provide for response to work orders/requests on a 24-hour basis, seven (7) days a week, and will allow each facility to communicate directly with the Contractor.
- ii. "After-hours" is defined as occurring outside the regular operating business hours. Normal business hours are typically 7:00 a.m. and 7:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m. Saturday. These hours are subject to change as operational requirements dictate.
- iii. "Emergency" requests are defined as repairs/requests of such urgent or essential nature that delaying the request may cause undue harm to individuals or building systems or seriously impact business operations.
- iv. The contractor will respond as soon as possible or according to the response times listed in Attachment 5. In case of an emergency request, the Contractor shall provide additional staff, resources, and/or equipment as needed.

### **d. Workforce**

- i. The contractor shall provide a skilled workforce with the necessary qualifications, certifications, and experience to perform the requested services.
- ii. Contractor personnel must wear professional-looking coordinated attire, clearly identifying them as the Contractor's employees. Uniforms shall be maintained in a neat, clean, and free-from-excessive-wear manner.
- iii. The contractor shall provide to the Client no less than every six (6) months or, as requested, a current personnel roster of its employees providing services for the proposed scope of work. The personnel roster shall include the employee's name, job title, location, and contact information.

### **e. Computerized Maintenance Management System (CMMS)**

- i. The contractor will assist in the development of a reporting system that communicates the maintenance needs to the maintenance staff and the Fulton County Animal Shelter Staff. All data will be available in real-time via a secure web-based system, and any and all reports can be run daily. The entire data will be stored on a dedicated server and be backed up daily on an independent server provided and maintained by a professional IT service company.

- ii. The contractor will validate and update the client CMMS that will have the capability to monitor and track at each facility the following as a minimum: organize and track inventory, manage equipment costs, track equipment history, schedule preventive maintenance tasks, maintain labor records, allocate resources, generate work orders, requisition and purchase parts, and project equipment failure.
- iii. The contractor will utilize the CMMS to produce the following reports: asset reports, equipment reports, labor reports, purchasing reports, scheduling reports, statistical predictive maintenance reports, work request reports, and work order reports.
- iv. The contractor will supply all hardware. The County will provide technical support for the CMMS.
- v. While the Contractor will be responsible for determining the system architecture for the CMMS, the Client must have direct, real-time access to CMMS data of all facilities through a secure Internet or Intranet application. Managers should be able to quickly obtain detailed and current information relating to the performance and condition of building systems, scheduled work, costs, and equipment repair histories. The CMMS should allow Facility Office managers the capability to search for data by field, generate automated reports, and perform other analyses, as well as conduct performance audits.
- vi. At the end of the term of the contract, the CMMS database and all historical data will become the property of the Client.

**f. Materials, Spare Parts, Consumables**

- i. The contractor will still be responsible for providing all materials and consumables associated with the preventive maintenance of the designated systems.
- ii. Corrective materials and parts for repairs, replacements, or materials and parts associated with a system upgrade shall be reimbursed to the Contractor. Preapproval of purchases must be obtained from the authorized contract monitor or designee for the Fulton County Animal Shelter unless an emergency exists. The contractor shall provide a copy of the invoice for the parts indicated on each invoice, and the Client shall reimburse per the mark-up rate in the Cost of Services, Attachment 4. CGL will follow all Fulton County procedures and guidelines on any project work. Review of project scope, work, and approval process will adhere to Fulton County policies.
- iii. The contractor shall develop, implement, and monitor the procurement and inventory management process of critical spare parts and consumable parts/materials to ensure that maintenance work is performed promptly and cost-effectively. \*Cost for these parts and materials are not included in the contract cost. CGL will submit a list for approval by Fulton County to purchase these parts. Fulton County will have the final say in what is purchased.
- iv. Upon contract initiation, the contractor will determine item and stock levels of critical spares. Critical spare parts are those necessary to ensure continuous operation and facility reliability. Once these levels have been approved and authorized, the Contractor shall procure said items using the mark-up rate in the Cost of Services Attachment 2.
- v. Consumable parts/materials include parts utilized in the operation and maintenance of building systems but are not considered critical. The Contractor shall be responsible for ensuring that consumable parts/materials are available (not necessarily from stock or inventory) in a timely manner.
- vi. The contractor will administer and manage all warranties and manufacturer service contracts relating to equipment or parts used in the Client's building systems under its control. The contractor will coordinate, supervise, and approve all work under these contracts and ensure that service personnel adhere to appropriate procedures, conduct, and standards while on site.

**g. Subcontractor**

- i. The contractor may utilize subcontractors to perform aspects of the scope of work; however, the Contractor retains responsibility in the delivery of service per contractual requirements.
- ii. The subcontractor's repair, improvement, or upgrade cost shall be reimbursed to the Contractor unless it involves the performance of preventative maintenance services. Preapproval must be obtained from the Fulton County Animal Shelter unless an emergency condition exists. The contractor shall provide a copy of the invoice for the subcontractor, and the Fulton County Animal Shelter shall reimburse per the markup rate in the Cost of Services, Attachment 2.
- iii. The contractor must escort and provide access as required for all subcontractors they have engaged to provide services.

**h. Storage Space**

- i. Fulton County Animal Shelter will provide the Contractor with storage space for equipment, tools, materials, supplies, and cleaning supplies in the form of existing maintenance and storage space at each facility.

**i. Tool and Key Control**

- i. CGL will participate in any safety and security training deemed necessary or required by Fulton County.
- ii. CGL staff will follow all Fulton County SOPs, security protocols, and required training.
- iii. The contractor will be responsible for daily, weekly, and quarterly tool accountability and reporting.
- iv. All tools must have etched serial numbers.
- v. All tools must always be stored securely, hung on shadow boards, or locked in lock boxes.
- vi. Hazardous Materials
- vii. The contractor shall maintain a current hard copy record set of Material Safety Data Sheets (MSDS) for all items that pose a physical or health hazard on each site.
- viii. The contractor will be responsible for following all OSHA regulations and "Right to Know" laws in using and handling all hazardous materials.

**j. Fulton County Animal Shelter Priorities**

- i. The Client will have the ability and reserves the right to determine priorities and redirect the Contractor's labor if the Client deems it necessary. The redirection will be given through the Contractor's Management Team and shall not be of such frequency as to prohibit the Contractor from performing the Scope of Work per this contract.

**k. Performance Monitoring and Reporting**

- i. The contractor shall develop an appropriate performance measurement reporting system that will provide performance feedback on critical systems, compliance, safety, efficiency, budgetary variance, schedule variance, customer satisfaction, productivity, quality, workload management, and other important issues.
- ii. The contractor will clearly present performance trends, explain progress on key dimensions, and proactively suggest strategies and tactics to continuously improve the maintenance performance, cost structure, and customer satisfaction with overall facilities services.
- iii. The contractor shall develop checklists to complete regular building rounds and inspections. These rounds will include surveying items crucial to the reliable performance of the facility infrastructure.

## Attachment 2 Cost of Services

### I. Startup Cost

The start-up will be paid at the completion of the task. This should occur within 90 days of the contract's start date. If completed earlier, the cost should be included in the monthly invoice during the time accomplished.

**TOTAL START-UP COST .....**  
(One-time cost)

### II. Base Compensation

Payment will be made monthly for Maintenance Services. Base Compensation is defined as all labor, consumables, and materials required for preventative/ corrective maintenance.

\*All staffing models are subject to change based on facility needs and demands

**Total Monthly Base Compensation..... \$56,891.05**

**TOTAL ANNUAL BASE COMPENSATION RANGE ..... \$682,692.65**

## Attachment 3 Staffing

Provide Four (4) permanently assigned CGL staff to perform work as defined in Attachment 1 – Scope of Services.

Labor mix is provided as follows:

- 1) One (1) Lead HVAC Technician
- 2) One (1) Plumber
- 3) Two (2) General Trades Technician

*Staff are permanently assigned to The Fulton County Animal Shelter but can float as needed to other Fulton County contracts.*

***Staff onsite hours are defined as Monday-Friday 7AM-7PM & Saturday 7AM- 3PM. Sunday is an on-call basis only.***

Region	Facility /Location	Resident Staff	Shared Staff (across Region)	Maintenance Specialty
1	Fulton County Animal Shelter	4		Lead HVAC, Plumber, Two General Trades



## Attachment 4

### I. Overtime for Unscheduled and Emergency Maintenance

Line Item	Description of Supply/Service Corrective/Unscheduled Maintenance- Normal Duty Hours	Qty	Unit of Measure	Unit Price
1	Chief Engineer	1	Hour	\$81.60
2	HVAC Technician	1	Hour	\$105.96
3	Electrical Technician	1	Hour	\$68.00
4	Electronics Technician	1	Hour	\$102.69
5	Fire Alarm Technician	1	Hour	\$102.69
6	Plumbing Technician	1	Hour	\$101.43
7	General Maintenance Tradesman	1	Hour	\$45.28
8	Generator Technician	1	Hour	\$107.66
9	Locksmith - Electronic	1	Hour	\$102.69
10	Locksmith - Mechanical	1	Hour	\$68.00
11	Welder	1	Hour	\$70.26
12	Fencing Technician	1	Hour	\$73.66
13	Specialty Kitchen Technician	1	Hour	\$107.66
14	Groundskeeper/Landscaper	1	Hour	\$36.27
Corrective/Unscheduled Maintenance- After Hours/Emergency				
15	Chief Engineer	1	Hour	\$122.40
16	HVAC Technician	1	Hour	\$158.95
17	Electrical Technician	1	Hour	\$102.00
18	Electronics Technician	1	Hour	\$154.03
19	Fire Alarm Technician	1	Hour	\$154.03
20	Plumbing Technician	1	Hour	\$152.15
21	General Maintenance Tradesman	1	Hour	\$67.92
22	Generator Technician	1	Hour	\$161.50
23	Locksmith - Electronic	1	Hour	\$154.04
24	Locksmith - Mechanical	1	Hour	\$102.00
25	Welder	1	Hour	\$105.40
26	Fencing Technician	1	Hour	\$110.50
27	Specialty Kitchen Technician	1	Hour	\$161.50
28	Groundskeeper/Landscaper	1	Hour	\$54.40

### II. Materials/Subcontract Mark-Up

Mark-Up is the rate above the actual cost that the Client will reimburse the Contractor for subcontractors, parts, and materials. The Client must approve all reimbursable materials expenditures in advance unless an emergency condition exists. The Client is not obligated to utilize the Contractor for any Material/Subcontract purchases. Markup only pertains to material and/or parts, not labor rates. Contractor's mark-up expressed as a percentage: 9.6 %

## Attachment 5 Response Times

Type of Emergency Service	Frequency	Normal Business Hours	After Business Hours
Emergency Generator	As Occurs	1 hours	4 hours
HVAC	As Occurs	1 hours	4 hours
Fire Alarm	As Occurs	1 hours	4 hours
Fire Sprinkler	As Occurs	1 hours	4 hours
Electrical Systems	As Occurs	1 hours	4 hours
Building Utility Systems	As Occurs	1 hours	4 hours
Lighting	As Occurs	1 hours	4 hours
Plumbing and Sewer	As Occurs	1 hours	4 hours
Laundry Equipment	As Occurs	1 hours	4 hours
Kitchen Equipment	As Occurs	1 hours	4 hours
Building Envelope and Structure	As Occurs	1 hours	4 hours


The Client will pay to the Contractor those costs associated with after-hours and emergency services in accordance with the After-Hours/Emergency Hourly Cost amount provided with the Contractor's Overtime for Unscheduled Emergency Work, Attachment 4.

**SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

**ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

**IN WITNESS WHEREOF,** the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	CGL Facility Management, LLC
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Ted Perry / Senior Vice President
<b>Date:</b>	10/04/2023
<b>Company Address:</b>	1903 Phoenix Bld Suite 250 Atlanta Ga, 30349

**STATE ENTITY**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Address:</b>	