

**Agenda Item Summary**

20-0637

BOC Meeting Date
9/16/2020**Requesting Agency**

Real Estate and Asset Management

Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to extend existing contract - Department of Real Estate and Asset Management, RFP#18RFP100118K-MH, Fulton County Government Center Building Automation System Upgrade and Terminal Unit Replacement at no additional cost with Johnson Controls, Inc. (Roswell, GA), to continue to provide replacement and upgrade to the existing Building Automation System (BAS), and all VAV/FPU Terminal Units in the Fulton County Government Center Complex for an additional 75 calendar days, through September 30, 2020. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract & necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes Open and Responsible Government

Is this a purchasing item?

Yes

Summary & Background*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Furnishing all material, labor, equipment and appurtenances necessary for the replacement and upgrade to the existing Building Automation System (BAS), and all 504 VAV/FPU terminal units in the Fulton County Government Center Complex located at 141 Pryor Street, SW in Atlanta, GA 30303. The Government Center Complex consists of six (6) interconnected buildings: Government Center Tower, Atrium, Public Safety Building, Mid-Rise Building, Low-Rise Building and Assembly Building; totaling approximately 625,000 square feet. The new BAS will automatically control and monitor all existing HVAC equipment and/or future replacement of existing HVAC equipment, as well as other building equipment as specified.

This request is for time only for an additional 75 calendar days in order to complete the project due to the following circumstances:

1. Delays getting access to secure areas due to County employees working remotely.
2. Closing the jobsite due to necessary cleaning and sanitizing for Covid – 19.
3. The entire workforce having to Self-Quarantine for 14 days while getting tested for Covid -19

Agency Director Approval**County Manager's
Approval**

Typed Name and Title

Felicia Strong-Whitaker, Director

Phone

(404) 612-5800

Signature

Date

after being exposed while working on-site.

4. AHU 23 starter disassembled and having to install a new starter.
5. AHU 9 not functioning due to disconnect switch broken.
6. Coordination's with fire alarm and exhaust fans/DX contractors.

Community Impact: This effort and impact is necessary to restore designated, existing facilities, economically and efficiently, to a condition which is fully functional and flexible in terms of size, suitability and purpose to meet the long-term space and service needs of the constituents and employees of Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to extend existing contract for an additional 75 calendar day's period for "time only" for completion of the replacement and upgrade to the existing Building Automation System (BAS), and all VAV/FPU terminal units in the Fulton County Government Center Complex located at 141 Pryor Street, SW in Atlanta, GA 30303.

The BOC approved the contract #18RFP100118K-MH on April 10, 2019, as Item #19-0268. The initial term for this one-time capital project was for a period of 365 calendar days upon issuance of Notice to Proceed; which was commenced on May 15, 2019. Then the BOC approved the 1st extension on June 3, 2020, as Item #20-0390 on behalf both parties agreed (Johnson Controls, Inc. & County Representative's) to a 60 calendar day's extension (through July 14, 2020) for "time only" for completion of project due to unforeseen circumstances which cause these unfortunate construction delays and other associated problems.

Now, we are requesting a 2nd extension through September 30, 2020, for additional 75 calendar days due to other unforeseen circumstances which have again caused construction delays in completing this project. This extension will ensure continued replacement and upgrade to the existing Building Automation System (BAS) and all terminal units in the Fulton County Government Center Complex.

The recommended Contractor will work in collaboration with the Department of Real Estate and Asset Management, Project Management Team.

Project Implications: Failure to approve this contract extension will result in working without a contract agreement which have passed the first extension term of 60 calendar days, which ended July 14, 2020. This will ensure continued replacement and upgrade to the existing Building Automation System (BAS) and all terminal units in the Fulton County Government Center Complex.

Community Issues/Concerns: None that the Department is aware of.

Department Issues/Concerns: If this contract is not extended, DREAM does not have the capacity, or the expertise, to perform the continue replacement and upgrade to the existing Building Automation System (BAS) and all terminal units in the Fulton County Government Center Complex.

History of BOC Agenda Item: Yes, see chart below:

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	19-0268	4/10/19	\$3,999,900.00
Contract Extension No. 1	20-0390	6/3/20	\$0.00

Continued

Contract Extension No. 2			\$0.00
TOTAL REVISED AMOUNT			\$3,999,900.00
Contract & Compliance Information			
<i>(Provide Contractor and Subcontractor details.)</i>			

Contract Value: \$Contract Extension (No Cost)
Prime Vendor: Johnson Controls, Inc.
Prime Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Prime Value: \$0.00

Subcontractor: HCR Construction
Subcontractor Status: Hispanic Male Business Enterprise- Non-Certified
Location: Norcross, GA
County: Gwinnett County
Contract Value: \$0.00

Subcontractor: A & B Sheet Metal, Inc.
Subcontractor Status: White Female Business Enterprise- Non-Certified
Location: Forest Park, GA
County: Clayton County
Contract Value: \$0.00

Subcontractor: Kilcrease Controls, Inc.
Subcontractor Status: White Female Business Enterprise- Non-Certified
Location: Dallas, GA
County: Paulding County
Contract Value: \$0.00

Total Contract Value: \$Contract Extension (No Cost)
Total M/FBE Value: \$Contract Extension (No Cost)

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Total Contract Value	\$ Contract Extension (No Cost)
Total M/FBE Values	\$ Contract Extension (No Cost)
Total Prime Value	\$ Contract Extension (No Cost)

Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>
532-520-5200-K009: FCURA-2017, Real Estate and Asset Management, MEP Improve Govt. Ctr.-FCUR- \$0.00	

Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>
Exhibit 1: Amendment No. 2 to Form of Contract	
Exhibit 2: Proposal	

Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>
Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772	

Agency Director Approval		County Manager's Approval
Typed Name and Title Felicia Strong-Whitaker, Director	Phone (404) 612-5800	
Signature	Date	

Continued

Procurement

Contract Attached: Yes	Previous Contracts: Yes		
Solicitation Number: 18RFP100118K-MH	Submitting Agency: Department of Real Estate and Asset Management	Staff Contact: Harry Jordan	Contact Phone: (404) 612-5933

Description: Approval to extend existing contract for "time only" to provide continued replacement and upgrade to the existing Building Automation System (BAS) and terminal units in the Fulton County Government Center Complex.

FINANCIAL SUMMARY

Total Contract Value:	MBE/FBE Participation:
Original Approved Amount: \$3,999,900.00	Amount: . %: .
Previous Adjustments: \$0.00	Amount: . %: .
This Request: \$0.00	Amount: \$0.00 0.00%: .
TOTAL: \$3,999,900.00	Amount: . %: .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: 532-520-5200-K009: \$0.00	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: Upon BOC Approval.	End Date: 9/30/2020
Cost Adjustment: .	Renewal/Extension Terms: 75 Calendar Days.

ROUTING & APPROVALS

(Do not edit below this line)

X	Originating Department:	Davis, Joseph	Date: 8/13/2020
X	County Attorney:	Stewart, Denval	Date: 9/8/2020
X	Purchasing/Contract Compliance:	Strong-Whitaker, Felicia	Date: 9/9/2020
X	Finance/Budget Analyst/Grants Admin:	Jones, Monica	Date: 8/13/2020
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 9/9/2020

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Johnson Controls, Inc.**

Contract No. **18RFP100118K-MH, Fulton County Government Center Building
Automation System Upgrade and Terminal Unit Replacement**

Address: **1350 Northmeadow Parkway, Suite 100**
City, State **Roswell, GA 30076**

Telephone: **(770) 870-2611**

E-mail: [**Morgan.Howard@jci.com**](mailto:Morgan.Howard@jci.com)

Contact: **Morgan Howard**
Account Executive

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Johnson Controls, Inc.** to provide/perform Fulton County Government Center Building Automation System Upgrade and Terminal Unit Replacement, dated May 15, 2019, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the existing contract will all terms and conditions unchanged for an additional seventy five (75) calendar days period to continued replacement and upgrade of the existing Building Automation System (BAS), and all VAV/FPU Terminal Units in Fulton County Government Center Complex through September 30, 2020; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **August 19, 2020, BOC Item #20-** .

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 2 to Form of Contract is effective as of the 19th day of August, 2020, between the County and Johnson Controls, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To continued provide replacement and upgrade to the existing Building Automation System (BAS), and all VAV/FPU

terminal units in the Fulton County Government Center Complex consists of six (6) interconnected buildings: Government Center Tower, Atrium, Public Safety Building, mid-Rise Building, Low-Rise building and Assembly Building; totaling 625,000 square feet an additional seventy five (75) calendar days, through September 30, 2020.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for "Time Only".
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

JOHNSON CONTROLS, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Morgan Howard,
Account Executive

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Joseph N. Davis, Director,
Department of Real Estate and Ass
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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PROPOSAL

Roswell Branch
1350 Northmeadow Parkway Suite 100
Roswell, GA 30076
Tel. (678) 566-2100
FAX Branch FAX

To: Fulton County Government Center
141 Pryor Street
Atlanta, GA 30303

Date: 7/16/2020

Project: Fulton County Government
Center – BAS Upgrade and TU
Replacement (18RFP100118K-MH)
JCI# 9N04-0342 CO 23R

Attn: John Blount

Johnson Controls is requesting to extend the completion date for this project to September 30, 2020.

This request is being made due to the following circumstances:

1. AHU 23 starter disassembled and having to install a new starter
2. AHU 9 not functioning due to disconnect switch broken
3. Delays getting access to secure areas due to county employees working remotely
4. Closing the jobsite due to necessary cleaning for Covid - 19
5. The entire workforce having to self-Quarantine for 14 days while getting tested for Covid -19.

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal valid for:

30 days

Purchaser - (Company Name)

JOHNSON CONTROLS, INC.

Signature

Signature

Name: _____

Name: _____

Lance Streetman

Title: _____

Title: _____

Project Manager

Date: _____



PROPOSAL

Roswell Branch
1350 Northmeadow Parkway Suite 100
Roswell, GA 30076
Tel. (678) 566-2100
FAX Branch FAX

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-Line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
8. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work, Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others,
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.