

# AMENDMENT 3 INCREASE SPENDING AUTHORITY FORM TO CONTRACT

#21RFP127274K-BKJ

COMPREHENSIVE OPERATION AND PREVENTIVE AND PREDICTIVE MAINTENANCE SERVICES FOR THE FULTON COUNTY JAIL AND THE SOUTH FULTON MUNICIPAL REGIONAL JAIL

DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT

# AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: Johnson Controls, Inc.

Contract No. 21RFP127274K-BKJ, Comprehensive Operation and Preventive and

**Predictive Maintenance Services for the Fulton County Jail and the** 

**South Fulton Municipal Regional Jail** 

Address: 1350 Northmeadow Parkway

City, State Roswell, GA 30076

Telephone: (770) 663-0663

E-mail: Scott.E.McVay@jci.com

Contact: Scott McVay,

Sr. Account Executive

#### WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with **Johnson Controls, Inc.** to provide Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail, dated July 1, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is for the approving of increase spending authority to cover the costs to associated with the Jail Blitz (Bridging Plan) for billable repairs according to the terms and conditions of the contract at the Fulton County Jail for the remainder for FY2024; 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 Wednesday, December 18<sup>th</sup>, 2024; BOC Item #24-0898.

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

This Amendment No. 3 to Form of Contract is effective as of the 18<sup>th</sup> day of December 2024, between the County and **Johnson Controls, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 3 to Form of Contract and the Contract Documents.

**SCOPE OF WORK TO BE PERFORMED:** To provide support to the Jail Blitz (Bridging Plan) at the Fulton County Jail for the remainder of FY2024.

The total costs for the Jail Bridging Plan are as follows, \$691,513.57 will be used for additional labor support to facilitate repairs to jail housing units as they are vacated to facilitate access. The remaining \$1,464,886.43 will be used to cover the increased cost of materials as all materials used in corrective maintenance in the jail is billable under the terms and conditions of the contract.

- 2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$2,156,400.00 (Two Million One Hundred Fifty-Six Thousand Four Hundred Dollars and No Cents).
- 3. **LIABILITY OF COUNTY:** This Amendment No. 3 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. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

**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:	CONTRACTOR:
FULTON COUNTY, GEORGIA	JOHNSON CONTROLS, INC.
Robert L. Pitts	Docusigned by: Anthony Outland
ি <sup>14</sup> Rভbert⁴Ł- Pitts, Chairman Fulton County Board of Commissioners	்Anthony Outland, Metro General Manager
ATTEST:	ATTEST:
Docusigned by:	Yolanda Y. Brown
Clerk to the mmission	Notary Public
(Affix Coultain)	County: Cherokee
	Commission Expires: 12/07/2025 Signed by:
APPROVED AS TO FORM: Signed by:	(Affix Notary Notary Name of Street Charge College Col
Denval Stewart	
APPROVED AS TO CONTENT:	
Signed by:	
Department of Real Estate and Asset Management	

ITEM#:	RM:	ITEM#: 24-0898 2 <sup>nd</sup> RM:	12/18/2024
REGULAR MEET	ING	SECOND REGULAR MEETING	i



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/24/2024

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 noticy(les) must have ADDITIONAL INSURED provisions or be endorsed

	f SUBROGATION IS WAIVED, subject his certificate does not confer rights t			uch end	lorsement(s	•	require an endorsement	. A st	tatement on
	DDUCER			CONTAC NAME:	CT Marsh	U.S. Operation	is		
	MARSH USA LLC. 155 N. WACKER, SUITE 1200			PHONE (A/C, No	Evt). (866)	966-4664	FAX (A/C, No):		
	Chicago, IL 60661			E-MAIL ADDRES	se JCLce	rtrequest@mars			
	Attn: JCI.Certrequest@marsh.com			ADDICE		'	RDING COVERAGE		NAIC#
CN	1012305965-24-25*			INSLIDE	RA: Old Repub				24147
	URED			INSURE	'	ille Illisulatice Col	трану		2
	Johnson Controls US Holdings, Inc. Johnson Controls, Inc.			INSURE					
	Johnson Controls Fire Protection LP			INSURE					
	Johnson Controls Security Solutions LLC (See	e attached A	cord 101)	INSURE					
	5757 North Green Bay Avenue Milwaukee, WI 53209								
<u></u>	OVERAGES CER	TIFICAT	E NUMBER:	INSURE	009421245-08		REVISION NUMBER: 4		
T IN C	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RECETIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	OF INSU EQUIREM PERTAIN	JRANCE LISTED BELOW HAY ENT, TERM OR CONDITION , THE INSURANCE AFFORDI S. LIMITS SHOWN MAY HAVE	VE BEE OF AN ED BY	N ISSUED TO CONTRACT THE POLICIE EDUCED BY	THE INSURE OR OTHER I S DESCRIBEI	ED NAMED ABOVE FOR TH DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	OT TO	WHICH THIS
NSR _TR		INSD WV	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	3	
A	χ COMMERCIAL GENERAL LIABILITY	X	MWZY 313947-24		10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$	5,000,000
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$	5,000,000
	X Contractual Liability						MED EXP (Any one person)	\$	50,000
	X XCU Included						PERSONAL & ADV INJURY	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	20,000,000
	X POLICY PRO- OTHER:						PRODUCTS - COMP/OP AGG	\$	INC IN GEN AGG
Α	AUTOMOBILE LIABILITY	Х	MWTB 313946-24 (Excludes New	v Hamp)	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
Α	X ANY AUTO		MWTB 313949-24 (Primary NH \$	5250k)	10/01/2024	10/01/2025	BODILY INJURY (Per person)	\$	· · ·
Α	OWNED SCHEDULED		MWZX 313950-24 (Excess NH \$	4.75mm)	10/01/2024	10/01/2025	BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY		Excess NH Auto is Follow Form				PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONET		to Primary NH Auto				(i ei accident)	\$	
	UMBRELLA LIAB OCCUR		,				EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION\$	1						\$	
Α	WORKERS COMPENSATION		MWC 313943-24 (AOS - see pag	je 2)	10/01/2024	10/01/2025	X PER OTH-	*	
Α	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		MWXS 313944-24 (OH & WA)		10/01/2024	10/01/2025	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	•	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	DEGGNI HONGI GI EKANONG BEKAN						E.E. BIOLINE TOLIOTELINIT	<u> </u>	
If ar	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC n "X" is indicated in either the "ADDL INSD" or "SUBR urance. See attached Acord 101 for additional informa	WVD" boxe	s above, the indicated provision appli	es , BUT (	ONLY to the exter	nt required by wri	tten contract and only as outlined in	n this Ce	ertificate of
	RTIFICATE HOLDER			CANC	ELLATION				
<u>JE</u>	Fulton County Department of Purchasing & Contract Complia 141 Pryor St SW Ste 7001 Atlanta, GA 30303	ince		SHO THE ACC	ULD ANY OF	N DATE THI TH THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E BY PROVISIONS.		
					sh USA LLC				

AGENCY CUSTOMER ID: CN101230596

Loc #: Milwaukee



# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED
MARSH USA LLC.		Johnson Controls US Holdings, Inc. Johnson Controls, Inc.
POLICY NUMBER		Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue
CARRIER	NAIC CODE	Milwaukee, WI 53209
		EFFECTIVE DATE:

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

#### WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

#### PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

#### WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

#### ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

#### ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

#### ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

#### LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

#### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

#### NAMED INSURED:

American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured			Endorsement Number
Johnson Controls US H	loldings, Inc.		TO THE SECOND SECOND CONTRACTOR C
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insur	ance Company	•	·

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

#### Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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 solely 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.

В. 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.

GL 289 001 1012

# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insure	d		Endorsement Number
Johnson Controls L	JS Holdings, Inc.		a o
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic I	nsurance Company		_

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

# **Location And Description Of Completed Operations:**

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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 solely 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".

GL 289 002 1012



#### **Certificate Of Completion**

Envelope Id: 83FF3C66-C10E-4C0A-91D6-60784F801409 Subject: #21RFP127274K-BKJ Amend 3 Form to Contract

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 8 Certificate Pages: 6 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &

Canada)

Status: Completed

**Envelope Originator:** Darlene Banks 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

darlene.banks@fultoncountyga.gov

IP Address: 74.174.59.4

#### **Record Tracking**

Status: Original

12/19/2024 7:59:14 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Darlene Banks

darlene.banks@fultoncountyga.gov

Pool: StateLocal

Signatures: 5

Initials: 0

Stamps: 2

Pool: Fulton County Government

#### Location: DocuSign

Location: DocuSign

#### **Signer Events**

Anthony Outland

anthony.outland@jci.com Market General MGR Johnson Controls, Inc.

Security Level: Email, Account Authentication

(None)

**Signature** 

anthony Outland

Signature Adoption: Pre-selected Style Using IP Address: 134.6.209.126

#### **Timestamp**

Sent: 12/19/2024 8:07:09 AM Viewed: 12/19/2024 12:12:50 PM Signed: 12/19/2024 12:18:38 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 12/19/2024 12:12:50 PM ID: ecfb4db1-1d72-4f74-8aeb-ffc033e1f56c

Yolanda Y. Brown yolanda.y.brown@jci.com

Security Level: Email, Account Authentication

(None)

**Signed** 



Sent: 12/19/2024 12:18:40 PM Viewed: 12/19/2024 12:21:19 PM Signed: 12/19/2024 12:29:28 PM

Using IP Address: 104.129.206.75

# **Electronic Record and Signature Disclosure:**

Accepted: 12/19/2024 12:21:19 PM

ID: 5111596c-fe87-4d4b-9059-a0e068a23c78

DARLENE BANKS

darlene.banks@fultoncountyga.gov Assistant Purchasing Agent **Fulton County Government** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Completed

Using IP Address: 74.174.59.4

Sent: 12/19/2024 12:29:31 PM

Viewed: 12/19/2024 12:36:35 PM

Signed: 12/19/2024 12:36:52 PM

**Signer Events** 

Joseph Davis

joseph.davis@fultoncountyga.gov

Director

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 12/19/2024 12:37:32 PM

ID: 1767c8e9-207a-4a6f-9502-a9fa57f011db

**Denval Stewart** 

denval.stewart@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:**Not Offered via DocuSign

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

**Fulton County Government** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 11/27/2017 10:39:37 AM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts

harriet.thomas@fultoncountyga.gov

Chairman

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 12/20/2024 11:48:26 AM

ID: e453daef-955c-413d-883f-270055b2f9a6

Tonya R. Grier

tonya.grier@fultoncountyga.gov

Clerk to the Commission

**Fulton County** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 3/16/2018 7:54:59 AM

ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

DARLENE BANKS

darlene.banks@fultoncountyga.gov

Assistant Purchasing Agent

Fulton County Government

Security Level: Email, Account Authentication

(None)

Signature

Signed by:

Joseph Davis

B20354488008422

Signature Adoption: Pre-selected Style Using IP Address: 166.137.19.70

Signed using mobile

—Signed by:

Denval Stewart

Signature Adoption: Pre-selected Style

Using IP Address: 68.208.197.4

**Completed** 

Using IP Address: 166.137.19.47

\_\_\_\_\_

Robert L. Pitts

Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4

—DocuSigned by: Towya R. Grich

EEC476C4837648D

Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191

Completed

Using IP Address: 172.3.170.13

**Timestamp** 

Sent: 12/19/2024 12:36:56 PM Viewed: 12/19/2024 12:37:32 PM

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Sent: 12/20/2024 2:35:45 PM Viewed: 12/20/2024 6:02:49 PM Signed: 12/20/2024 6:03:06 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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
Dian DeVaughn dian.devaughn@futoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/20/2024 6:03:10 PM

Timestamp

Signature

Signer Events

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2024 8:07:09 AM
Certified Delivered	Security Checked	12/20/2024 6:02:49 PM
Signing Complete	Security Checked	12/20/2024 6:03:06 PM
Completed	Security Checked	12/20/2024 6:03:10 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature</b>	Disclosure	

#### CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (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, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

# 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 signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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 Carahsoft OBO Fulton County, Georgia:

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: glenn.king@fultoncountyga.gov

# To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

# To request paper copies from Carahsoft OBO Fulton County, Georgia

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 e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal 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

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari <sup>™</sup> 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

# Acknowledging your access and consent to receive materials 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 verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I
  consent to receive from exclusively through electronic means all notices, disclosures,
  authorizations, acknowledgements, and other documents that are required to be provided
  or made available to me by Carahsoft OBO Fulton County, Georgia during the course of
  my relationship with you.

# AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: Johnson Controls, Inc.

Contract No. 21RFP127274K-BKJ, Comprehensive Operation and Preventive and

Predictive Maintenance Services for the Fulton County Jail and the

South Fulton Municipal Regional Jail

Address: 1350 Northmeadow Parkway

City, State Roswell, GA 30076

Telephone: (770) 663-0663

E-mail: <u>Scott.E.McVay@jci.com</u>

Contact: Scott McVay,

Sr. Account Executive

#### WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Johnson Controls, Inc. to provide Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail, dated July 1, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to the increase spending authority to cover the costs associated with the Jail Blitz (Bridging Plan) for billable repairs in accordance with the terms and conditions of the contract at the Fulton County Jail for the remainder for FY2024; 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 December 18, 2024, BOC Item #24-0898.

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

This Amendment No. 3 to Form of Contract is effective as of the 18th day of December 2024, between the County and Johnson Controls, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 3 to Form of Contract and the Contract Documents.

1. SCOPE OF WORK TO BE PERFORMED: To provide support to the Jail Blitz

- (Bridging Plan) and to cover the increased cost of materials used for corrective maintenance for billable in accordance with the terms and conditions of the contract.
- 2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$2,156,400.00 (Two Million One Hundred Fifty-Six Thousand Four Hundred Dollars and No Cents).
- 3. **LIABILITY OF COUNTY:** This Amendment No. 3 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. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

**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:	CONTRACTOR:
FULTON COUNTY, GEORGIA	JOHNSON CONTROLS, INC.
	DocuSigned by:  Unthony Outland  CB265FFAFDFF430
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Scott E. McVay, Sr. Account Executive
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
APPROVED AS TO FORM:	ATTEST:
	_
Office of the County Attorney	Notary Public
APPROVED AS TO CONTENT:	
	County:
	Commission Expires:
Joseph N. Davis, Director Department of Real Estate and Asset Management	(Affix Notary Seal)
ГЕМ#: RM:	ITEM#:2 <sup>nd</sup> RM:
ECHI AD MEETING	SECOND DECLII AD MEETING

# AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: Johnson Controls, Inc.

Contract No. 21RFP127274K-BKJ, Comprehensive Operation and Preventive and

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City, State

Roswell, GA 30076

Telephone: (770) 663-0663

E-mail:

Scott.E.McVay@jci.com

Contact:

Scott McVay,

Sr. Account Executive

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[INTENTIONALLY LEFT BLANK]

**REGULAR MEETING** 

**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:	CONTRACTOR:
FULTON COUNTY, GEORGIA	JOHNSON CONTROLS, INC.
Robert L. Pitts Robert L. Pitts, Chairman	Luthony Outland  CB265EEAFDEEA30  Scott E. McVay,
Fulton County Board of Commissioners	Sr. Account Executive
ATTEST: Signed by:  Our park France	ATTEST:
Tonya R. Grier Clerk to the Commission	Secretary/ Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
APPROVED AS TO FORM:	ATTEST:
Office of the County Attorney	Johnda Y. Brown Notary Public J
APPROVED AS TO CONTENT:	County: Cherolie
Joseph N. Davis, Director	Commission Expires: 12/67/2025
Department of Real Estate and Asset Management	(Affix Notary Seal) Yolanda Y Brown NOTARY PUBLIC Cherokee County, GEORGIA My Commission Expires 12/07/2025
TEM#: 24-0898 RM: 12/18/2024 ITE	M#· 2nd RM·

**SECOND REGULAR MEETING** 



**Certificate Of Completion** 

Envelope Id: 89C1EABD-AD08-446F-B58A-9C9185D8BB98

Subject: Amendment :JOHNSON CONTROLS INC. AMENDMENT \$2,156,400

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 6
Certificate Pages: 6
AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &

Canada)

Status: Completed

Envelope Originator:

Mark Hawks 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

mark.hawks@fultoncountyga.gov IP Address: 69.149.158.212

**Record Tracking** 

Status: Original

12/18/2024 3:02:20 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Mark Hawks

mark.hawks@fultoncountyga.gov

Pool: StateLocal

Signatures: 5

Initials: 0

Stamps: 1

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

**Signer Events** 

**Anthony Outland** 

Anthony.outland@jci.com Market General MGR Johnson Controls, Inc.

Security Level: Email, Account Authentication

(None)

**Signature** 

anthony Outland

Signature Adoption: Pre-selected Style Using IP Address: 174.192.194.154

**Timestamp** 

Sent: 12/18/2024 4:00:41 PM Viewed: 12/19/2024 3:28:22 AM Signed: 12/19/2024 3:30:05 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 12/19/2024 3:28:22 AM

ID: 2ea842a7-698b-461d-b21c-8e429138a764

Joseph Davis

joseph.davis@fultoncountyga.gov

Director

Security Level: Email, Account Authentication

(None)

Joseph Davis
B20354A88008422...

Signature Adoption: Pre-selected Style Using IP Address: 166.137.19.70

Signed using mobile

Sent: 12/19/2024 8:13:59 AM Viewed: 12/19/2024 8:26:27 AM Signed: 12/19/2024 8:26:48 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 12/19/2024 8:26:27 AM

ID: 0ba7e02f-c0f8-4832-8733-ce37dfa68036

**Denval Stewart** 

denval. stewart@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

8B574564AFF0466...

Signature Adoption: Drawn on Device

Using IP Address: 107.115.112.59 Signed using mobile Sent: 12/19/2024 8:26:49 AM Viewed: 12/21/2024 9:41:20 AM Signed: 12/21/2024 9:42:03 AM

Signe Electronic Record and Signature Disclosure:

Not Offered via DocuSign

nikki.peterson@fultoncountyga.gov

Nikki Peterson

Chief Deputy Clerk to the Board of Commissioners

Fulton County Government

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 68.208.197.4

Sent: 12/21/2024 9:42:05 AM Viewed: 12/23/2024 6:29:37 AM

Signed: 12/23/2024 6:31:37 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 10:39:37 AM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts	Signed by:	Sent: 12/23/2024 6:31:39 AM
harriet.thomas@fultoncountyga.gov	Robert L. Pitts 14E1B4AASFBA44A	Viewed: 12/23/2024 9:10:31 AM
Chairman Security Level: Email, Account Authentication		Signed: 12/23/2024 9:10:40 AM
(None)	Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	
Electronic Record and Signature Disclosure: Accepted: 12/23/2024 9:10:31 AM ID: 07afe1fa-ce0d-4693-b435-715ca04bfe8b		
Tonya Grier	Signed by:	Sent: 12/23/2024 9:10:43 AM
tonya.grier@fultoncountyga.gov	Deargal Shun -EEC476C4837648D	Viewed: 12/23/2024 10:58:33 AM
Clerk to the Commission Fulton County		Signed: 12/23/2024 10:58:38 AM
Security Level: Email, Account Authentication (None)		
	Signature Adoption: Uploaded Signature Image Using IP Address: 68.208.197.4	
Electronic Record and Signature Disclosure: Accepted: 3/16/2018 7:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Intermediary Delivery Events Certified Delivery Events	Status Status	Timestamp
Certified Delivery Events	Status Status	Timestamp
Certified Delivery Events  Carbon Copy Events	Status	Timestamp  Timestamp
Carbon Copy Events  Carbon Copy Events  Sabrinna McTier sabrinna.mctier@fultoncountyga.gov Controller Fulton County Government	Status Status	Timestamp  Timestamp
Certified Delivery Events  Carbon Copy Events  Sabrinna McTier sabrinna.mctier@fultoncountyga.gov Controller	Status Status	Timestamp  Timestamp
Carbon Copy Events  Carbon Copy Events  Sabrinna McTier sabrinna.mctier@fultoncountyga.gov Controller Fulton County Government Security Level: Email, Account Authentication	Status Status	Timestamp  Timestamp
Carbon Copy Events  Carbon Copy Events  Sabrinna McTier sabrinna.mctier@fultoncountyga.gov Controller Fulton County Government Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:	Status  COPIED	Timestamp  Timestamp
Carbon Copy Events  Sabrinna McTier sabrinna.mctier@fultoncountyga.gov Controller Fulton County Government Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign  felicia Strong-Whitaker felicia.strong-whitaker@fultoncountyga.gov	Status Status	Timestamp Sent: 12/23/2024 10:58:41 AM
Carbon Copy Events  Sabrinna McTier sabrinna.mctier@fultoncountyga.gov Controller Fulton County Government Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign  felicia Strong-Whitaker felicia.strong-whitaker@fultoncountyga.gov Chief Purchasing Agent	Status  COPIED	Timestamp Sent: 12/23/2024 10:58:41 AM
Carbon Copy Events  Sabrinna McTier sabrinna.mctier@fultoncountyga.gov Controller Fulton County Government Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign  felicia Strong-Whitaker felicia.strong-whitaker@fultoncountyga.gov Chief Purchasing Agent Fulton County Government Security Level: Email, Account Authentication	Status  COPIED	Timestamp Sent: 12/23/2024 10:58:41 AM
Carbon Copy Events  Sabrinna McTier sabrinna.mctier@fultoncountyga.gov Controller Fulton County Government Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign  felicia Strong-Whitaker felicia.strong-whitaker@fultoncountyga.gov Chief Purchasing Agent Fulton County Government	Status  COPIED	Timestamp Sent: 12/23/2024 10:58:41 AM

Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	12/18/2024 3:15:06 PM	
Envelope Updated	Security Checked	12/19/2024 8:13:58 AM	
Envelope Updated	Security Checked	12/19/2024 8:13:58 AM	
Envelope Updated	Security Checked	12/19/2024 8:13:58 AM	
Envelope Updated	Security Checked	12/19/2024 8:13:58 AM	
Envelope Updated	Security Checked	12/19/2024 8:13:58 AM	
Envelope Updated	Security Checked	12/19/2024 8:13:58 AM	
Envelope Updated	Security Checked	12/19/2024 8:13:58 AM	
Certified Delivered	Security Checked	12/23/2024 10:58:33 AM	
Signing Complete	Security Checked	12/23/2024 10:58:38 AM	
Completed	Security Checked	12/23/2024 10:58:43 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

#### CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (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, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

# 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 signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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 Carahsoft OBO Fulton County, Georgia:

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: glenn.king@fultoncountyga.gov

# To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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	to view and print PDF files
Screen Resolution:	800 x 600 minimum
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_	

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  my relationship with you.