

**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE** 

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT:** Real Estate and Asset Management

BID/RFP# NUMBER: 20ITB125598C-GS (A)

BID/RFP# TITLE: HVAC on Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 11/4/2020

RENEWAL EFFECTIVE DATES: 1/1/2022 THROUGH 12/31/2022

**RENEWAL OPTION #:** 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$300,000.00

**COMPANY'S NAME:** Mechanical Services, Inc.

ADDRESS: 464 Porsche Avenue

**CITY:** Hapeville

STATE: Georgia

**ZIP:** 30354

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

## SIGNATURES: SEE NEXT PAGE

FULTON COUNTY, GEORGIA

#### SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 20ITB125598C-GS (A)

MECHANICAL SERVICES, INC.

DocuSigned by:	DocuSigned by:
Robert L. Pitts	Benjamin A. Kalston
Robert L. Pitts, Chairman	Benjamin A. Ralston
Fulton County Board of Commissioners	Vice President
ATTEST:	ATTEST:
DocuSigned by:	
Tonya R. Grier	
Tonya R. Grier	Secretary/
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
DocuSigned by:	DocuSigned by:
Joseph N. Davis	Bitty Everett
Joseph N. Davis, Director	Notary Public
Department of Real Estate and Asset	
Management	Henry County:
	January 26, 2023 Commission Expires:
	(Affix Notary Seal)

	XXX	21-07564	10/06/21
ITEM#:	RCS:	ITEM#:	RM:
<b>RECESS MEETI</b>	NG	<b>REGULAR MEETI</b>	NG

DocuSign Envelope ID: 4446E6CF-C3F2-4B79-9072-E3107359D921

Way Stapp





#### Board of Commissioners

#### **Regular Meeting**

### **<u>21-0754</u>** Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 19RFP120741C-GS, Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) in the total amount of \$2,091,518.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in the amount of \$851,680.00; and (B) American Facilities Services, Inc. (Alpharetta, GA) in the amount of \$1,239,838.00 to provide the highest quality janitorial services for Government Center Complex and Justice Center Facilities for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022, through December 31, 2022.

#### **<u>21-0755</u>** Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 19ITB119755C-GS, Tree Removal Services Countywide in the total amount of \$230,000.00 with (A) ArborServ, Inc. (Lithonia, GA) in the amount of \$115,000.00; and (B) A White Meadows Company, Inc. (Sharpsburg, GA) in the amount of \$115,000.00, to provide on-site tree removal services Countywide for emergency/storm related situations or on an "as needed" basis for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

## **<u>21-0756</u>** Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 20ITB125598C-GS, HVAC On Call Maintenance Services Countywide in the amount of \$1,200,000.00 with (A) Mechanical Services, Inc. (Hapeville, GA) in the amount of \$300,000.00; (B) Trane U.S., Inc. (Atlanta, GA) in the amount of \$300,000.00; (C) Johnson Controls, Inc. (Roswell, GA) in the amount of \$300,000.00; and (D) Daikin Applied Americas, Inc. (Marietta, GA) in the amount of \$300,000.00, to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

#### Justice and Safety

## 21-0757 Police

CERTIFICATE OF LIABILITY INSURANCE									MM/DD/YYYY) 7/23/2021
0	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.								
S	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this								
C	ertificate does not confer rights to the	certi	ficate	holder in lieu of such end	orsement(s).				
	ucer ERATED MUTUAL INSURANCE COMP				CONTACT NAME: CLIEN	T CONTACT CE	NTER		
	AE OFFICE: P.O. BOX 328	ANT			PHONE (A/C, No, Ext): 888-	333-4949	FAX (A/C, No):	507-446-4	1664
OW	ATONNA, MN 55060				E-MAII		TER@FEDINS.COM		
						NSURER(S) AFFOR			NAIC #
							INSURANCE COMPAN	١Y	13935
INSU	RED			370-932-6	INSURER B:				
	CHANICAL SERVICES INC			Sphere or Statistics 200	INSURER C:				
	PORSCHE AVE EVILLE, GA 30354				INSURER D:				
11/31	EVILLE, OA 50354				INSURER E:				
					INSURER F:				
CON	/ERAGES CER	TIEIC		NUMBER: 42	INSORER F.				
	HIS IS TO CERTIFY THAT THE POLICIE	and the second second					REVISION NUMBER: 0		
	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY PE ND CONDITIONS OF SUCH POLICIES. LIM	QUIRE RTAIN ITS SH	EMEN , THE HOWN	T, TERM OR CONDITION O INSURANCE AFFORDED BY MAY HAVE BEEN REDUCED	OF ANY CONTRAC THE POLICIES DES BY PAID CLAIMS.	T OR OTHER D	OCLIMENT WITH RESPE	CT TO W	HICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIN	IITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE		\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)		\$100,000
							MED EXP (Any one person)		EXCLUDED
А		Y	N	9867162	09/01/2021	09/01/2022	PERSONAL & ADV INJURY		\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		\$2,000,000
	X POLICY PRO- JECT LOC								\$2,000,000
							PRODUCTS - COMP/OP AGG		\$2,000,000
	AUTOMOBILE LIABILITY	1					COMBINED SINGLE LIMIT		\$1,000,000
	X ANY AUTO						(Ea accident) BODILY INJURY (Per person)		\$1,000,000
А	OWNED AUTOS ONLY	Y	N	9867162	00/01/2021	00/01/0000	BODILY INJURY (Per accident		
~	NON-OWNED	'		3007 102	09/01/2021	09/01/2022	PROPERTY DAMAGE	<u>'</u>	
	AUTOS ONLY AUTOS ONLY						(Per accident)		
	Y IIIIODELLA LIAD							_	
^	X UMBRELLA LIAB X OCCUR		.	0007404			EACH OCCURRENCE		\$5,000,000
A	EXCESS LIAB CLAIMS-MADE	N	N	9867164	09/01/2021	09/01/2022	AGGREGATE	_	\$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE	H- 2	
А	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	N	0967160	00/01/0001	00/04/0000	E.L. EACH ACCIDENT		\$1,000,000
~	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	IN / A	N	9867163	09/01/2021	09/01/2022	E.L. DISEASE - EA EMPLOYE	E	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - POLICY LIMIT		\$1,000,000
	BECOMIN HOW OF OF ERAFIONS BELOW								\$1,000,000
		L							
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLI ATTACHED PAGE	ES (AC	ORD 10	1, Additional Remarks Schedule, ma	y be attached if more sp	pace is required)			
ULL									
CEP	TIFICATE HOLDER				CANCELLATION				
				tere and	CANCELLATION				
	932-6	A 0 / 1	0 5-	42 0	SHOULD ANY OF		ESCRIBED POLICIES B		
	TON COUNTY GOVERNMENT PURCH PEACHTREE ST SW STE 1168	ASIN	G DE	PT			REOF, NOTICE WILL		
	ANTA, GA 30303-3443								
- ALL	ATTA, OA 00000-0440				ACCORDANCE WITH THE POLICY PROVISIONS.				

AUTHORIZED REPRESENTATIVE

Muhal 6 14 © 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 370-932-6

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	-	/	

ADDITIONAL	. REMAI	RKS SCHEDULE Page _1_ of _1
AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MECHANICAL SERVICES INC
POLICY NUMBER SEE CERTIFICATE # 42.0		464 PORSCHE AVE HAPEVILLE, GA 30354
CARRIER SEE CERTIFICATE # 42.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 42.0
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM	
FORM NUMBER:		INSURANCE
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURE LESSORS OR CONTRACTORS - AUTOMATIC STATUS WHEN GENERAL LIABILITY. INSURANCE PROVIDED BY THE GENERAL LIABILITY CO THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURE ENDORSEMENT FOR BUSINESS AUTO LIABILITY. ADDITIONAL INSURED INCLUDES FULTON COUNTY GOV	D SUBJECT I REQUIRED OVERAGE IS D SUBJECT	TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE. TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT
ACORD 101 (2008/01)		© 2008 ACORD CORPORATION. All rights reserved.

# PRIMARY AND NONCONTRIBUTORY -OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary: This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
  - 1. Such "insured" is a Named Insured under such other insurance; and
  - 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

#### ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
  - 1. To "loss" which occurs prior to the date of your contract with such person or organization;
  - 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
  - 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

# PRIMARY AND NONCONTRIBUTORY -OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, 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.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- 2. "Bodily injury" or "property damage" occurring after:
  - a. 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
  - b. 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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE** 

# **CONTRACT RENEWAL AGREEMENT**

- **DEPARTMENT:** Real Estate and Asset Management
- BID/RFP# NUMBER: 20ITB125598C-GS (D)
- BID/RFP# TITLE: HVAC on Call Maintenance Services Countywide
- ORIGINAL APPROVAL DATE: 11/4/2020
- RENEWAL EFFECTIVE DATES: 1/1/2022 THROUGH 12/31/2022
- **RENEWAL OPTION #:** 1 OF 2
- NUMBER OF RENEWAL OPTIONS: 2
- RENEWAL AMOUNT: \$300,000.00
- **COMPANY'S NAME:** Daikin Applied Americas, Inc.
- ADDRESS: 1765 West Oak Pkwy
- **CITY:** Marietta
- STATE: Georgia
- **ZIP:** 30062

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

## SIGNATURES: SEE NEXT PAGE

## SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 20ITB125598C-GS (D)

FULTON COUNTY, GEORGIA	DAIKIN APPLIED AMERICAS, INC.					
	Joseph Williams					
Robert L. Pitts, Chairman	Joseph Williams					
Fulton County Board of Commissioners	Operation Service Manager					
ATTENT	ATTENT					
ATTEST:	ATTEST:					
Tonya R. Grier	Secretary/					
Clerk to the Commission	Assistant Secretary					
	Assistant Secretary					
(Affix County Seal)	(Affix Corporate Seal)					
	(					
AUTHORIZATION OF RENEWAL:	ATTEST:					
Joseph N. Davis, Director	Notary Public					
Department of Real Estate and Asset						
Management						
C	County:					
	Commission Expires:					
	(Affix Notary Seal)					
	(					

ITEM#:	RCS:	ITEM#:	RM:
<b>RECESS MEETING</b>		REGULAR MEET	ΓING

#### Board of Commissioners

#### **Regular Meeting**

### **<u>21-0754</u>** Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 19RFP120741C-GS, Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) in the total amount of \$2,091,518.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in the amount of \$851,680.00; and (B) American Facilities Services, Inc. (Alpharetta, GA) in the amount of \$1,239,838.00 to provide the highest quality janitorial services for Government Center Complex and Justice Center Facilities for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022, through December 31, 2022.

#### **<u>21-0755</u>** Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 19ITB119755C-GS, Tree Removal Services Countywide in the total amount of \$230,000.00 with (A) ArborServ, Inc. (Lithonia, GA) in the amount of \$115,000.00; and (B) A White Meadows Company, Inc. (Sharpsburg, GA) in the amount of \$115,000.00, to provide on-site tree removal services Countywide for emergency/storm related situations or on an "as needed" basis for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

## **<u>21-0756</u>** Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 20ITB125598C-GS, HVAC On Call Maintenance Services Countywide in the amount of \$1,200,000.00 with (A) Mechanical Services, Inc. (Hapeville, GA) in the amount of \$300,000.00; (B) Trane U.S., Inc. (Atlanta, GA) in the amount of \$300,000.00; (C) Johnson Controls, Inc. (Roswell, GA) in the amount of \$300,000.00; and (D) Daikin Applied Americas, Inc. (Marietta, GA) in the amount of \$300,000.00, to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

#### Justice and Safety

#### 21-0757 Police



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE** 

# **CONTRACT RENEWAL AGREEMENT**

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 20ITB125598C-GS (D)

BID/RFP# TITLE: HVAC on Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 11/4/2020

RENEWAL EFFECTIVE DATES: 1/1/2022 THROUGH 12/31/2022

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

**RENEWAL AMOUNT: \$300,000.00** 

COMPANY'S NAME: Daikin Applied Americas, Inc.

ADDRESS: 1765 West Oak Pkwy

**CITY:** Marietta

STATE: Georgia

**ZIP:** 30062

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

## SIGNATURES: SEE NEXT PAGE

**RECESS MEETING** 

DocuSign Envelope ID: F4A2B1D1-8E51-4AFC-8BBA-30E09382A369

#### SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth In the contract and specifications as referenced herein: 20ITB125598C-GS (D)

FULTON COUNTY, GEORGIA DAIKIN APPLIED AMERICAS, INC. DocuSigned by: d by: Robert L. Pitts Joseph Williams Robert L. Pitts, Chairman **Joseph Williams** Fulton County Board of Commissioners **Operation Service Manager** ATTEST: ATTEST: DocuSigned by: Tonya Grier Tonya R. Grier DocuSigned by: Secretary/ **Assistant Secretary Clerk to the Commission** (Affix Corporate Seal) (Affix County Seal) ATTEST: AUTHORIZATION OF RENEWAL: DocuSigned by: Joseph N. Davis Joseph N. Davis, Director **Notary Public Department of Real Estate and Asset** Management County: Commission Expires: June 20, 2024 (Affix Notary 21-0756D 0/06/2021 ITEM#: RCS: ITEM#: RIMEROSOCON

**REGULAR MEETING** 

Board of Commissioners	Regular Meeting	October 6,

## 21-0754 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 19RFP120741C-GS, Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) in the total amount of \$2,091,518.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in the amount of \$851,680.00; and (B) American Facilities Services, Inc. (Alpharetta, GA) in the amount of \$1,239,838.00 to provide the highest quality janitorial services for Government Center Complex and Justice Center Facilities for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022, through December 31, 2022.

2021

## <u>21-0755</u> Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 19ITB119755C-GS, Tree Removal Services Countywide in the total amount of \$230,000.00 with (A) ArborServ, Inc. (Lithonia, GA) in the amount of \$115,000.00; and (B) A White Meadows Company, Inc. (Sharpsburg, GA) in the amount of \$115,000.00, to provide on-site tree removal services Countywide for emergency/storm related situations or on an "as needed" basis for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

## 21-0756 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 20ITB125598C-GS, HVAC On Call Maintenance Services Countywide in the amount of \$1,200,000.00 with (A) Mechanical Services, Inc. (Hapeville, GA) in the amount of \$300,000.00; (B) Trane U.S., Inc. (Atlanta, GA) in the amount of \$300,000.00; (C) Johnson Controls, Inc. (Roswell, GA) in the amount of \$300,000.00; and (D) Daikin Applied Americas, Inc. (Marietta, GA) in the amount of \$300,000.00, to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

#### Justice and Safety

## 21-0757 Police

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ACORD <sup>®</sup> C	E		( <b>MM/DD/YYYY)</b> 4/2021					
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 policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.								
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	t to th	e terms and conditions of th	ne policy, certain p	olicies may				
PRODUCER				nn Missi				
Marsh USA Inc. 400 West Market Street, Suite 700				66-4664	FAX (A/C, No)	. 212-948	8-0804	
Louisville, KY 40202				/ille.CertRequest@				
Attn: Louisville.certrequest@marsh.com				SURER(S) AFFO	RDING COVERAGE		NAIC #	
CN101863513-DAA-GAWU-21-22 2759	Reich	SO	INSURER A : Mitsui Sun	nitomo Insurance	USA Inc		22551	
INSURED Daikin Applied Americas Inc.			INSURER B : Sentry Ins	urance A Mutual (	Co		24988	
13600 Industrial Park Boulevard			INSURER C : Sentry Ca	sualty Company			28460	
Minneapolis, MN 55441			INSURER D :					
			INSURER E :					
			INSURER F :					
		ATE NUMBER:	CLE-006419911-13		REVISION NUMBER: 4			
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIRI PERTA	EMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORD	OF ANY CONTRACT	OR OTHER	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	ЕСТ ТО	WHICH THIS	
INSR TYPE OF INSURANCE	ADDL	SUBR		POLICY EXP (MM/DD/YYYY)	LIMI	 TS		
A X COMMERCIAL GENERAL LIABILITY	INSD	GL 2122557	04/01/2021	04/01/2022	EACH OCCURRENCE	s	1,000,000	
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	
					MED EXP (Any one person)	\$	10,000	
X SIR: \$400,000					PERSONAL & ADV INJURY	\$	1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000	
POLICY X PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000	
OTHER:						\$		
		BVR8406442 (AOS)	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000	
		D) (10000074 (114)	04/04/0004	0.4/0.4/00.000	BODILY INJURY (Per person)	\$		
A X OWNED AUTOS ONLY AUTOS Y HIRED Y NON-OWNED		BVM8803074 (MA)	04/01/2021	04/01/2022	BODILY INJURY (Per accident)			
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
	+-+	UMB5700287	04/04/0004	04/01/2022	DEDUCTIBLE	\$	350,000 3,000,000	
			04/01/2021	04/01/2022	EACH OCCURRENCE	\$	3,000,000	
	-				AGGREGATE	\$		
C WORKERS COMPENSATION	++	90-20216-02 (Daikin Ded.)	04/01/2021	04/01/2022	X PER OTH- STATUTE ER	<u> </u>		
B AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE Y / N		90-20216-03 – (Daikin Retro)	04/01/2021	04/01/2022	E.L. EACH ACCIDENT	\$	1,000,000	
OFFICER/MEMBEREXCLUDED?	N/A	Deductible: \$500,000			E.L. DISEASE - EA EMPLOYER		1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT		1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC		COPD 101 Additional Pamarka Sabadu	le may be attached if me		 			
Re: Replacement/Refurbishment of Air Handling Units 19			ie, may be attached if mo	re space is requir	eu)			
Fulton County Government, its officials, officers and empl	,		· · · /		,			
and non-contributory over any existing insurance and limit by written contract and allowed by law.	ted to liat	bility arising out of the operations of the n	amed insured and where re	equired by written	contract. Waiver of subrogation is	s applicab	le where required	
by whiteh contract and anowed by law.								
CERTIFICATE HOLDER			CANCELLATION					
Fulton County Government								
Attn: Purchasing Department					ESCRIBED POLICIES BE C EREOF, NOTICE WILL			
130 Peachtree Street SW, Suite 1168			ACCORDANCE W					
Atlanta, GA 30303								
			AUTHORIZED REPRESE of Marsh USA Inc.	ENTATIVE				
			John C Logan		John e de	2	-	

ACORD 25 (2016/03)

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**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE** 

# **CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Real Estate and Asset Management

BID/RFP# NUMBER: 20ITB125598C-GS (B)

BID/RFP# TITLE: HVAC On Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 11/4/2020

RENEWAL EFFECTIVE DATES: 1/1/2022 THROUGH 12/31/2022

**RENEWAL OPTION #:** 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$300,000.00

COMPANY'S NAME: Trane U. S., Inc.

ADDRESS: 4000 DeKalb Technology Parkway, Building 100

**CITY:** Atlanta

**STATE:** Georgia

**ZIP:** 30340

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

## SIGNATURES: SEE NEXT PAGE

TRANE Acknowledged on the same basis as the original agreement.

#### SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: <u>20ITB125598C-GS (B)</u>

#### FULTON COUNTY, GEORGIA

DocuSianed by:

Robert L. Pitts

Robert L. Pitts, Chairman Fulton County Board of Commissioners

#### ATTEST:

DocuSigned by: Tonya R. Grier

Tonya R. Grier Clerk to the Commission

(Affix County Seal)



**AUTHORIZATION OF RENEWAL:** 

DocuSianed by: Joseph N. Davis

Joseph N. Davis, Director Department of Real Estate and Asset Management TRANE U. S., INC. Janice Ferina Regional Contract Analyst \*

\*Acknowledged on the same basis as the original agreement

ATTEST:

Secretary/ Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Squra Marris

**Notary Public** 

County: Jefferson

Commission Expires: 3/11/23

(Affix Notary Seal)



	XXX	21-0756B	10/06/21
ITEM#:	RCS:	ITEM#:	RM:
<b>RECESS MEETING</b>		<b>REGULAR MEETIN</b>	

#### Board of Commissioners

#### **Regular Meeting**

### **<u>21-0754</u>** Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 19RFP120741C-GS, Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) in the total amount of \$2,091,518.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in the amount of \$851,680.00; and (B) American Facilities Services, Inc. (Alpharetta, GA) in the amount of \$1,239,838.00 to provide the highest quality janitorial services for Government Center Complex and Justice Center Facilities for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022, through December 31, 2022.

#### **<u>21-0755</u>** Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 19ITB119755C-GS, Tree Removal Services Countywide in the total amount of \$230,000.00 with (A) ArborServ, Inc. (Lithonia, GA) in the amount of \$115,000.00; and (B) A White Meadows Company, Inc. (Sharpsburg, GA) in the amount of \$115,000.00, to provide on-site tree removal services Countywide for emergency/storm related situations or on an "as needed" basis for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

## **<u>21-0756</u>** Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 20ITB125598C-GS, HVAC On Call Maintenance Services Countywide in the amount of \$1,200,000.00 with (A) Mechanical Services, Inc. (Hapeville, GA) in the amount of \$300,000.00; (B) Trane U.S., Inc. (Atlanta, GA) in the amount of \$300,000.00; (C) Johnson Controls, Inc. (Roswell, GA) in the amount of \$300,000.00; and (D) Daikin Applied Americas, Inc. (Marietta, GA) in the amount of \$300,000.00, to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

#### Justice and Safety

## 21-0757 Police

#### Board of Commissioners

#### **Regular Meeting**

### **<u>21-0754</u>** Real Estate and Asset Management

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#### Justice and Safety

#### 21-0757 Police

ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE							E	DATE (MM/DD/YYYY) 4/7/2021			
C B	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.										
tl	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
	DUCER				CONTA NAME:	CT Kevin M	/lashavejian				
	RSH & MCLENNAN COMPANIES				PHONE (A/C, No		45 7115	FAX (A/C, No):			
	6 Avenue of the Americas v York NY 10036			·	E-MAIL ADDRE	Kovin N	/lashavejian@				
	TN: 212-345-6000				7.000112		URER(S) AFFOR	DING COVERAGE		NAIC #	
					COMP			surance Company of Pittsbu	rgh, PA	19445	
	JRED				COMP	ANY B. Travel	ers Indemnity C	co of America		25666	
	ne U.S. Inc. 0 Dekalb Technology Parkway					art D. Havon					
	ding 100				COMP	ANY C: Travel	ers Property Ca	asualty Co of Amer		25674	
	inta, GA 30340				_						
Uni	ted States				_						
				<b>NUMBER:</b> 601031				REVISION NUMBER:			
	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE										
	ERTIFICATE MAY BE ISSUED OR MAY										
	XCLUSIONS AND CONDITIONS OF SUCH		CIES.		BEEN F		PAID CLAIMS. POLICY EXP				
	I YPE OF INSURANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMI			
Α	X COMMERCIAL GENERAL LIABILITY			GL 6547064		4/17/2021	4/17/2022	EACH OCCURRENCE DAMAGE TO RENTED	-	\$7,500,000.00	
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	, i	\$1,000,000.00	
								MED EXP (Any one person)		\$10,000.00	
								PERSONAL & ADV INJURY	-	57,500,000.00	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		\$7,500,000.00	
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	-	\$7,500,000.00	
A				• • • • • • • • • • • •				COMBINED SINGLE LIMIT	\$	\$5,000,000.00	
Â	V			CA 6890217 (AOS) CA 7030880 (VA)		4/17/2021 4/17/2021	4/17/2022 4/17/2022	(Ea accident) BODILY INJURY (Per person)		5,000,000.00	
Α	ALL OWNED SCHEDULED			CA 7030879 (MA)		4/17/2021	4/17/2022	BODILY INJURY (Per accident)			
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE			
	HIRED AUTOS AUTOS PHYSICAL			APD - Self Insured				(Per accident)	\$		
	DAMAGE/SELF UMBRELLA LIAB OCCUR							EACH OCCURRENCE			
	EXCESS LIAB CLAIMS-MADE							AGGREGATE			
	DED RETENTION \$							Nooneome	\$		
В	WORKERS COMPENSATION			UB-8M35413A-21-51-K (AOS)		4/17/2021	4/17/2022	X PER OTH- STATUTE ER	Ť		
B C	AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE	UB-8M370386-21-51-R (AZ,MA			,OR,WI)	4/17/2021 4/17/2021	4/17/2022 4/17/2022 4/17/2022	E.L. EACH ACCIDENT		\$3,000,000.00	
с	OFFICER/MEMBER EXCLUDED?	N/A         TWXJ-UB-7434L45A-21 (OH)			4/17/2021	E.L. DISEASE - EA EMPLOYEE			\$3,000,000.00		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		\$3,000,000.00	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	0 101, Additional Remarks Schedul	le, may b	e attached if mor	e space is requir	ed)			
Ple	ase see page 2 for additional informatior	<b>1</b> .									
-											
	RTIFICATE HOLDER				CANC	ELLATION				1	
	ton County Government : Purchasing Dept.				SHO			ESCRIBED POLICIES BE C		ED BEFORE	
	) Peachtree Street SW				THE	EXPIRATION	I DATE THE	REOF, NOTICE WILL			
Su	ite 1168				ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.			
	anta, GA 30303-3459 ited States				AUTHO	RIZED REPRESE		1.7			
UI					Marsh L	SA, Inc.		N.		_	
	BY: Kevin Mashavejian										

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AGENCY

# ADDITIONAL REMARKS SCHEDULE

NAMED INSURED Trane U.S. Inc. 4000 Dekalb Technology Parkway Building 100 Atlanta, GA 30340 United States

EFFECTIVE DATE:

#### ADDITIONAL REMARKS

#### 

Job Description: 201TB125598C-GS

For questions regarding this certificate of insurance contact: LaBeatrix Tatum Email: bea.tatum@trane.com Phone: 2057474010

#### ENDORSEMENT # MAN001

This endorsement, effective 12:01 A.M. 04/17/2021 forms a part of

policy No. GL 654-70-64 issued to TRANE TECHNOLOGIES COMPANY LLC

BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

#### ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

- (1) Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or
- (2) Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative