

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 8, 2014 AGENDA ITEM NUMBER: 13

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN FORSYTH COUNTY AND T2PM, LIMITED FOR LOGISTICAL PLANNING AND IMPLEMENTATION SERVICES TO FACILITATE THE PRE-CONSTRUCTION RELOCATION, ORGANIZATION, AND STORAGE NEEDS RELATED TO THE CENTRAL LIBRARY CONSTRUCTION PROJECT (GENERAL SERVICES DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Wendley Watts, Jr.* DATE: September 3, 2014
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF
A CONTRACT BETWEEN FORSYTH COUNTY AND T2PM, LIMITED
FOR LOGISTICAL PLANNING AND IMPLEMENTATION SERVICES TO
FACILITATE THE PRE-CONSTRUCTION RELOCATION, ORGANIZATION,
AND STORAGE NEEDS RELATED TO THE
CENTRAL LIBRARY CONSTRUCTION PROJECT
(GENERAL SERVICES DEPARTMENT)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached contract between Forsyth County and T2pm, Limited in the amount of \$77,503 for logistical planning and implementation services to facilitate the pre-construction relocation, organization, and storage needs related to the Central Library construction project, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute on behalf of Forsyth County contract amendments with this provider for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this the 8th day of September 2014.

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of July, 2014 by and between Forsyth County, North Carolina (the "County"), party of the first part; and T2pm (the "Provider"), party of the second part;

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall be as:
See attached Proposal dated July 18, 2014.

The following documents, attached hereto, are incorporated herein:
Attachment "A" Proposal.

II.

The services of the Provider shall begin on July 21, 2014 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until December 31, 2014 provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of Seventy-Seven Thousand Five Hundred and Three dollars (\$77,503). Total payments under this contract are not to exceed Seventy-Seven Thousand Five Hundred and Three dollars (\$77,503) during fiscal year 2014/2015.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County

harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insureds with respect to the performance of services by T2pm".
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

F. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that he/she has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting on October 23, 2006.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____

ATTEST:

Clerk to the Board

(SEAL)

T2pm (Provider)

By: *Arthur W. H. ...*

T2pm Limited Tax ID: 20-2174171



Service Agreement | July 18, 2014

Client: Forsyth County
Project Manager: Gary Key, Forsyth County General Services
Project Name: Forsyth County Library Renovations
Central Library, 5th Street
Project Duration: July 2014 – December 2014
Proposal Phase: Phase One – Vacate Current Facility

Section 1 – Scope of Work

Forsyth County will soon begin renovations and additions to the Central Library located on 5th Street, Winston-Salem, NC. This proposal addresses logistical planning and implementation required during pre-construction to facilitate the scheduled de-occupation of the existing building. Logistics will include de-occupation, asset preservation and storage, and temporary storage of furniture, fixtures, and equipment. In addition, in order to protect the assets of the Central Library during construction, a detailed plan will be required for the organization, relocation and placement of outbound books, media and associated furniture. This proposal includes a Request for Proposal (RFP) for Temporary Storage Space for the Central Library items to be used for the duration of construction, and a RFP for determining qualified moving vendors.

Phase 2 logistical planning for the post-construction delivery of the new facility to operational status will be included in a later proposal.

Objectives

T2pm, Limited proposes to perform the role of Relocation Manager for the above project, providing the following services within each specific phase of work.

- A. Project Initiation Phase \$ 7,681.00
Determine the nature and scope of the project. Understand the business needs and requirements, stakeholders, budget and risk. Plan time, cost and resources to estimate the work needed and to effectively manage risk during project execution.
 - a. Review project details and scope with Design Team.
 - b. Establish Goals & Objectives with Stakeholders and Staff.
 - c. Visit existing facility for an overview of stacks and items to be removed from facility.

- B. Project Planning Phase \$29,020.00
Incorporates the product of the project initiation phase and further refines, defines and establishes project parameters and acceptance. The product of the planning phase is to produce and approve the work plan, and to establish a final budget and schedule of the work.
 - 1. Meet with Design Team, Stakeholders and Staff to understand details of media, furniture and equipment to be removed from facility. Determine numbering system, order of removal, method of storage, specialty items, etc.
 - 2. Review logistics for temporary allocation of staff and materials
 - a. Furniture relocation and storage (1 location)
 - b. Books, media and materials (1 location)
 - c. Books, media & materials disposal, redistribution to other libraries (2 locations)
 - 3. Create a Request for Proposal for Central Library Temporary Storage Space that coordinates the following information:
 - a. Building requirement matrix
 - b. Spatial requirements for furniture and book storage established from the design teams furniture surveys and Library Staff's book count



- c. Schedule requirements based on the Design Team's Project Schedule with contingencies for schedule delays
 - d. Floor loading requirements based on structural engineers' calculations
 - e. Building access requirements (loading and unloading points, freight elevators)
 - f. Conditioning requirements (humidity and temperature) established with Library Staff and General Services
 - g. Fire Protection requirements as established and coordinated between Library Staff, County Attorney, Forsyth County General Services and County Insurance Provider
 - h. Security requirements based on Library Staff, County Attorney, General Services and Insurance Providers
 - i. Spatial Adjacency & Square Footage Analysis (determine storage space required for books and furniture)
 - j. Site access and security requirements
 - k. Central Library proximity requirements
4. Publish RFP for Temporary Storage Space in coordination with General Services
 5. Evaluate the Temporary Storage Space RFP responses and provide recommendation
 6. Once Temporary Storage Space location is determined, prepare installation plan/ location plan denoting placement of media, furniture & equipment. (1 location) Includes 1 revision.
 7. Create overall Relocation & Vacancy Schedule working back from October 31, 2014. Synchronize and organize all trades, services and relocations necessary to prepare the interior for demolition or renovation.
 8. Meet individually with representatives from each trade or service involved in the vacating of the library to review detail, schedule and scope. To be completed prior to initial Move Team meeting.
 9. Manage regular Move Team meetings with trades & services. (4 included)
 10. Attend Design Team/Project Team meetings (6 included)
 11. Provide weekly executive level communication of relocation preparation and milestones to Stakeholders & Staff. (6 included)
 12. Prepare RFQ for move providers for Phase 1 and Phase 2. Review draft with General Services. Revise and submit final to General Services to distribute within County system.
 13. Evaluate RFQ for move providers for Phase 1 and Phase 2. Prepare matrix and score.
 14. Prepare RFP for Moving Services for Phase 1. Review draft with General Services. One revision. Submit final to General Services to distribute within County system.
 15. Review proposals for Move Services. Prepare evaluation & recommendation. Review with General Services.
 16. Upon selection of moving company, meet with representatives to review detail, schedule and scope. Mover will join regular Move Team meetings.
- C. Executing Phase – Relocation Management \$30,122.00
- Complete the work defined in the project plan to accomplish the project's requirements. Coordination of people and resources, integrate and perform the activities of the project in accordance with the project management plan.
1. Manage regular Move Team meetings with trades & services. (6 included)
 2. Attend Design Team/Project Team meetings (4 included)
 3. Provide weekly executive level communication of relocation preparation and milestones to Stakeholders & Staff. (6 included)
 4. Provide on-site move coordination for all phases of moves. Provide staff at origin & destination locations to oversee move provider. Monitor security and condition of media throughout relocation. (4 week duration)
 - a. Furniture relocation and storage (1 location)



- b. Books, media and materials (1 location)
- c. Books, media & materials disposal, redistribution to other libraries (2 locations)

- D. Controlling Phase \$3,043.00
 Observe project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary, to control the execution of the project. Regular observation and measurement of the project to identify variances from the project management plan. Provide feedback between project phases, in order to implement corrective or preventive actions to bring the project into compliance with the project management plan.
- 1. Monitor relocation management scope, schedule and budget through the project duration.
 - 2. Monitor move provider's scope, schedule and budget through the project duration. Review invoices prior to submittal to County.
 - 3. Maintain master logistics schedule throughout the project duration.
- E. Closing Phase \$4,637.00
 Formal acceptance of the project and associated documentation including warrantee information, all electronic documentation and budget close out.
- 1. Collect and distribute post move issues to the Project Team.
 - 2. Deliver required post-move documentation to General Services.

Section 2 – Fees

T2pm, Limited proposes to perform the scope of work as outlined in Section 1 for the following fee.

Relocation Management	\$74,503.00*
*Any non-required meetings will not be billed.	
Additional Services	\$ 2,500.00
Amount requested by Gary Key, General Services, for an undefined scope of work.	
Reimbursable Expenses	\$ 500.00
Amount requested by Gary Key, General Services, for undefined expenses.	

2.1 Hourly Fees

Additional services will be billed at the following rates in quarter (.25) hour increments.

Account Director/Sr. Business Consultant	\$150.00
Project Manager	\$125.00
Interior Designer.....	\$115.00
Assistant Project Manager/Project Coordinator.....	\$100.00
Admin Support.....	\$50.00

Section 3 – Terms and Conditions

3.1. Invoicing and Payment Terms

T2pm, Limited will invoice client for all billable services associated with the project. Services will be billed every 30 days. Payment is due upon receipt of invoice.

3.2. Reimbursable Expenses

Forsyth County will be invoiced for actual costs up to \$500.00. Expenses include reproduction of materials, postage, mileage and other expenses directly related to the execution of this project.



Section 4 – Additional Services

Services outside the scope of work identified in Section 1 of the agreement or extending beyond the understood project duration, requested and approved by Forsyth County General Services, will be billed on an hourly basis in fifteen-minute increments according to the hourly rates in Section 2.1 or as an additional Lump Sum fee.

Section 5 – Exclusions

The following items are not included in the current scope of work:

- A. Staff relocation (50 people) to Forsyth County Building (1 location)
- B. North Carolina Room (archives) relocation to Forsyth County Building (1 location)
- C. Measured Field Verification
- D. Modification of Client Base Plan
- E. Furniture Selection
- F. Building Code Review
- G. Programming Analysis
- H. Artwork Selection
- I. Equipment Selection
- J. Determination of Optional Storage Facilities (By Real Estate Broker via RFP for temporary storage space)
- K. Inventory of Existing Furniture, Fixtures and Equipment

Section 6 – In Agreement

T2pm, Limited will begin services under this proposal July 2014 and shall complete its services under this proposal December 2014 based on the current understood project schedule and scope. This proposal is valid for 30 days.

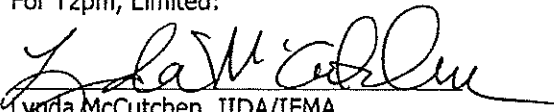
By authorized signature below, Forsyth County General Services agrees to the outlined proposal and agrees to the terms and conditions set forth.

For Forsyth County General Services:

Name

Date

For T2pm, Limited:


Lynda McCutchen, IIDA/IFMA
President

T2pm, Limited
600 Hertford Road
Winston Salem, NC 27104
336-793-8484

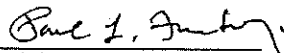
July 29, 2014
Date

Contract #2015-0162-00: T2PM Limited - Central Library Renovation

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

8/8/2014

Date



Director of Finance