

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: SEPTEMBER 12, 2016

AGENDA ITEM NUMBER: 8

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

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

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

WHEREAS, Forsyth County proposes to contract with T2PM, Limited to provide logistical planning and implementation services to facilitate the post-construction moving, relocation and organization needs related to the Central Library construction project; and

WHEREAS, the logistical planning and implementation services will include the coordination of post-construction moving, relocation, and organization of over 9,000 new pieces of furniture, shelving, and refinished items, 183,000 items and approximately 500 bookshelves out of the Public Safety Building, 33,000 items and 58 bookshelves out of the former Environmental Affairs Building, and 14,000 items and approximately 27 bookshelves out of the Government Center and into the Central Library;

NOW, THEREFORE, 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 \$73,550 for logistical planning and implementation services to facilitate the post-construction moving, relocation and organization needs related to the Central Library construction project, subject to a pre-audit certificate thereon by the County 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 the current fiscal year if these services are necessary.

Adopted this the 12th day of September 2016.

AGREEMENT

THIS AGREEMENT, made and entered into this 8th, day of August, 2016 by and between Forsyth County, North Carolina (the "County"), party of the first part; and T2pm, Limited (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:
Provide logistical planning and relocation management services as described in the attached Proposal dated August 4, 2016.

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

II.

The services of the Provider shall begin on August 15, 2016 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2018 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-Three Thousand Five Hundred and Fifty dollars (\$73,550). Total payments under this contract are not to exceed Seventy-Three Thousand Five Hundred and Fifty dollars (\$73,550) during fiscal years 2016/2017 & 2017/2018.

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 that 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, Limited".
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.

Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Provider utilize on this agreement any subcontractor on such list.

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.

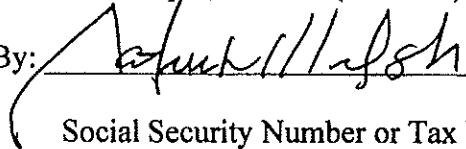
FORSYTH COUNTY, NORTH CAROLINA

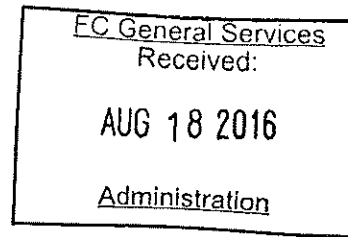
By: _____

ATTEST:

Clerk to the Board

(SEAL)

T2pm, Limited (Provider)
By: 
Social Security Number or Tax Id. No.
20-2174171



Service Agreement | August 4, 2016

Client: Forsyth County
 Project Manager: Gary Key, Forsyth County General Services
 Project Name: Forsyth County Library Renovations
 Central Library, 5th Street
 Project Duration: August 2016 – July 2017
 Proposal Phase: Phase Two – Occupy New Facility
 Quote Number: 16.0203.00

Section 1 – Scope of Work

Forsyth County will soon complete renovations and additions to the Central Library located on 5th Street, Winston-Salem, NC. This proposal addresses logistical planning and relocation required for Library media and shelving currently stored at the Phillips Building. Logistics will include relocation and installation of assets and collections, fixtures and equipment from the Phillips Building. A detailed plan will be required for the organization, relocation and placement of inbound books and media. In addition, an overall Relocation and Occupancy Schedule will be created to coordinate pre- and post-construction delivery of the new facility to operational status.

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 \$ 8,350.00
 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.
1. Review project details and scope with Project Team.
 2. Establish Goals & Objectives with Stakeholders and Staff.
 3. Visit storage facilities for a review of stacks and items to be moved into new facility.
 4. Visit new facility for an overview of entry points, docks, locations for media, stacks, furniture and equipment to be installed in facility.
 5. Coordinate with Construction Manager at Risk construction schedule and formulate a general building occupation schedule.
 6. Submit proposal to County. Coordinate responses to General Services, Legal and Procurement to finalize agreement.
- B. Project Planning Phase \$21,400
 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 Project Team, Stakeholders and Staff to understand details of new media, furniture and equipment to be installed in renovated facility. Review and coordinate the installation of stored media, furniture and equipment into facility.
 2. Determine numbering system for relocation, order of installation, method of relocation, specialty items, etc.
 3. Understand security access protocols for each facility during the relocation process. Communicate and coordinate security requirements between relocation team and County.
 4. Review previous inventory of media, furniture and equipment at the Phillips Building. Confirm changes in quantity.



5. Create an overall Relocation and Occupancy Schedule beginning with pre-move preparations through certificate of occupancy and "go live". Purpose of schedule is to synchronize and organize all trades, services and installations necessary to prepare the interior for occupation.
 6. Use Furniture Plan provided by Design Team to create an installation plan for placement of media, furniture and equipment relocating from the Phillips Building.
 7. Understand security at the new facility and determine with Owner the access requirements during building occupation. Communicate and coordinate security requirements between relocation team and County.
 8. Prepare a site access plan for vehicles and deliveries with input from Design and Construction Team. Distribute to movers.
 9. Create a Dock and Elevator schedule for movers.
 10. Establish move provider's scope and schedule.
 11. Meet with Move Company to review detail, schedule and scope. Mover will join regular Move Team meetings. Review proposal for Move Services with General Services and Project Team.
 12. Provide monthly executive level communication of relocation preparation and milestones to Stakeholders & Staff. (6 included)
- C. Executing Phase – Relocation Management \$29,400.00
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. Provide monthly executive level communication of relocation preparation and milestones to Stakeholders & Staff. (4 included)
 2. 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 (Phillips Building)
 - b. Books, media and materials (Phillips Building)
- D. Controlling Phase \$6,100.00
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 \$8,300.00
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 related to the Phillips Building to the Project Team.
 2. Conduct Post-Occupancy Evaluation Meeting with Movers and General Services as it pertains to Phillips Building.
 3. 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 lump sum fee.

Relocation Management \$73,550.00

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

Not applicable.

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. Creation of RFQ's and RFP's
- B. Measured Field Verification of Proposed Facility
- C. Furniture Selection
- D. Finish Selection
- E. RFID Tagging and/or Coordination
- F. New FF&E Onsite Installation Oversight
- G. Coordination with Ratio regarding interior design selections for refinished and reupholstered existing furniture and library shelving.
- H. Specifications for refinished and reupholstered existing furniture and library shelving.
- I. Sourcing and selection of vendors providing refinishing and reupholstering services for existing furniture and library shelving.
- J. Installation plans and schedule coordination for vendors providing refinishing and reupholstering services for existing furniture and library shelving.
- K. Onsite installation oversight of Vending, Food Service, Signage, County ITS/Audio-Visual
- L. FF&E Disposition
- M. Planning and oversight of North Carolina Collection and FF&E relocating from the Environmental Affairs Building.
- N. Planning and oversight of North Carolina Collection from the County Administration Building.
- O. FF&E and Library Staff relocation.



Section 6 – In Agreement

T2pm, Limited will begin services under this proposal August 2016 and shall complete its services under this proposal June 2017 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:



Patrick N. Welsh
Vice President
T2pm, Limited
842 West 4th Street
Winston Salem, NC 27101
336-793-8484

8.7.16
Date