

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: APRIL 27, 2015

AGENDA ITEM NUMBER: 9

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY AND DUDE SOLUTIONS, INC. TO PROVIDE CONDITION ASSESSMENT, EVALUATION, EQUIPMENT INVENTORY, AND DATA INPUT SERVICES FOR THIRTY COUNTY BUILDINGS (GENERAL SERVICES DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

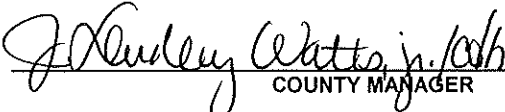
### SUMMARY OF INFORMATION:

The County currently utilizes FacilityDude.com operated by Dude Solutions, Inc. as a computerized maintenance management system. This system manages all work orders for all divisions within the General Services Department. The electronic system manages work requests, preventative maintenance, work orders, inventory, and provides utility tracking. Recently the system was expanded to include a new Capital Forecast module. The Capital Forecast module will incorporate a onetime condition assessment of all equipment and systems at each County building and build a long range Capital Facilities Plan with ongoing adjustments based upon work orders and preventative maintenance.

The General Services Department received a quotation from Dude Solutions, Inc. to perform the condition assessment, evaluation, equipment inventory, and data input for thirty County buildings.

It is the recommendation of the County Manager and the Forsyth County General Services Department Director that the contract to provide condition assessment, evaluation, equipment inventory, and data input for thirty County buildings be awarded to Dude Solutions, Inc. in the amount of \$149,625.

ATTACHMENTS:  YES  NO

SIGNATURE:   
COUNTY MANAGER

DATE: April 22, 2015

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN  
FORSYTH COUNTY AND DUDE SOLUTIONS, INC. TO PROVIDE  
CONDITION ASSESSMENT, EVALUATION, EQUIPMENT INVENTORY,  
AND DATA INPUT SERVICES FOR THIRTY COUNTY BUILDINGS  
(GENERAL SERVICES DEPARTMENT)**

**WHEREAS**, the County currently utilizes FacilityDude.com operated by Dude Solutions, Inc. as a computerized maintenance management system, which manages all work orders for all divisions within the General Services Department; and

**WHEREAS**, the electronic system is capable of managing work requests, preventative maintenance, work orders, inventory, and providing utility tracking; and recently the system was expanded to include a new Capital Forecast module, which incorporates a onetime condition assessment of all equipment and systems at each County building and builds a long range Capital Facilities Plan with ongoing adjustments based upon work orders and preventative maintenance; and

**WHEREAS**, the General Services Department received a quotation from Dude Solutions, Inc. to perform the condition assessment, evaluation, equipment inventory, and data input for thirty County buildings; and

**WHEREAS**, it is the recommendation of the County Manager and the Forsyth County General Services Department Director that an agreement be executed between Forsyth County and Dude Solutions, Inc. to provide condition assessment, evaluation, equipment inventory, and data input for thirty County buildings in the amount of \$149,625; and

**WHEREAS**, the County Chief Financial Officer has determined that sufficient funds are available to cover the cost of this contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County and its General Services Department, an agreement with Dude Solutions, Inc. to provide condition assessment, evaluation, equipment inventory, and data input for thirty County buildings in the amount of \$149,625, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 27<sup>th</sup> day of April 2015.

AGREEMENT

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of April, 2015 by and between Forsyth County, North Carolina (the "County"), party of the first part; and Dude Solutions, Inc. dba FacilityDude.com (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:

Assess General Services' facilities (approximately 1,748,491 sq ft), provide data collection and input into Facility Dude, and provide narratives that summarize assessment observations and comments. Specifically, the Provider will perform equipment inventory data collection and facility condition assessment including narrative report with description of systems and conditions, digital photos of key components and deficiencies, creation of a twenty year capital reserve table with systems and component replacement costs and dates, populate systems level detail into Facility Dude Capital Forecast application, and populate major equipment level detail into Facility Dude Maintenance Edge application.

The following documents, attached hereto, are incorporated herein:

Attachment A – Proposal Letter dated April 9, 2015.

II.

The services of the Provider shall begin on April 9, 2015 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until July 31, 2015 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 One Hundred Forty-Nine Thousand and Six Hundred Twenty-Five Dollars (\$149,625.00). Total payments under this contract are not to exceed One Hundred Forty-Nine Thousand and Six Hundred Twenty-Five Dollars (\$149,625.00) during fiscal years 2014-2015 and 2015-2016.

#### 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 negligent 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 negligent 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 Dude Solutions, Inc. dba FacilityDude.com".
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)

(Provider)

By: \_\_\_\_\_

Social Security Number or Tax Id. No.

56-2174429



**SIMPLE, AFFORDABLE  
ONLINE TOOLS TO MANAGE  
YOUR FACILITIES.**

# **FACILITY DUDE®**

4/9/2015

Sara Warmuth  
Forsyth County  
201 N Chestnut St  
Winston Salem, NC 27101-4120

Dear Sara,

Thank you for your interest in FacilityDude's affordable suite of powerful, easy-to-use online tools that allow you to save money, increase efficiency, and improve services. FacilityDude is dedicated to providing best in class solutions with unlimited training and support. Ask us about our other online solutions that are built exclusively for organizations just like yours. Pricing is based on the total square footage of your facilities as well as the level of detail of the assessment.

*Total Square footage of facility: 1,748,491*

<i>Item</i>	<i>Term</i>	<i>Investment</i>
<i>Facility Condition Assessment with Report (For Capital Forecast)</i>	<i>One Time</i>	<i>\$149,625.00</i>
<p><i>Please note price quoted is considerably reduced from standard price for this service... FacilityDude is able to provide this savings due to the following factors:</i></p> <ol style="list-style-type: none"> <li><i>1) Use of detailed data from client's separate annual roof assessment.</i></li> <li><i>2) Review of client's MaintenanceEdge account confirmed many basic details of Forsyth County's equipment has already been captured (manufacturer, model number, serial number)... this prior effort will result in reduced time onsite for our assessment team and we are sharing that savings back to Forsyth County</i></li> </ol>		

## **Scope of Work: Equipment Inventory Data Collection & Facility Condition Assessment**

The following is meant to provide details on deliverables that FacilityDude will provide on assignments in partnership with EMG. The condition assessment will include a bound deliverable containing:

- Narrative report with description of systems and corresponding conditions
- Digital photos of key components and deficiencies as an Appendix in the narrative
- 20 year capital Reserve table with systems and component replacement costs and dates
- Populate systems level detail into FacilityDude Capital Forecast application
- Populate major equipment level detail into FacilityDude MaintenanceEdge application

The purpose of this project is to assess the client's facilities based on the following scope, provide collected data for import into FacilityDude's MaintenanceEdge and Capital Forecast tools and provide narratives that summarize assessment observations and comments.

#### **A. Condition Assessment and Asset Inventory**

The FD-Capital Forecast field data collection and condition assessment is meant to capture information of all major building systems to the individual component level, including all components considered capital repair items (as opposed to maintenance level items). This includes site paving, HVAC, roofing, electrical, plumbing, vertical transportation systems, building envelope and structural systems.

FacilityDude's partner EMG will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. Reports will be prepared as follows:
  - o Major buildings (generally defined as 25,000 square feet or greater and approximately 10% of the project portfolio), a separate report will be prepared.
  - o Smaller buildings will be grouped into reports by building type, geography or other logical grouping (for example maintenance structures, parks assets, fire stations...)
- Provide individual cost tables and digital photographs to document the deficient conditions at each property.

Based on observations and information obtained from available on-site personnel, FacilityDude's partner EMG will visually inspect all facilities and properties. Specifically, the assessment will focus on the following components:

#### **1) Heating System**

Identify boilers, furnaces, and major labeled equipment.

#### **2) Ventilation System**

Identify the ventilation systems at the property and assess its overall condition.

#### **3) Air Conditioning System**

Identify the material air-conditioning components, including cooling towers, chillers, and major labeled equipment. Excluded are window units, terminal units, above ceiling equipment, thermostatic controls.

#### **4) Roofing System**

EMG will identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. The team will observe for evidence of material repairs, significant ponding, or evidence of material roof leaks.

#### **5) Electrical System**



Identify the electrical service provided and distribution system at the subject property. Observation and evaluation will include switchgear, transformers, emergency generators and main distribution panels. Excluded are step down transformers.

#### **6) Plumbing**

Identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production over 80 gallons, sanitary sewer, primary backflow preventer or any special or unusual plumbing systems (such as fuel systems, gas systems).

#### **7) Vertical Transportation**

Identify the existing vertical transportation equipment and provide an overall assessment. EMG will detail deficiencies for each elevator and provide an analysis of the remaining useful life, along with budgets for any expected expenditures up to and including modernization or replacement.

#### **8) Building Envelope**

Identify the material elements of the building exterior, to include walls, doors, windows, and fire escapes. This will also include the façade, curtain-wall systems, glazing, exterior sealant, exterior balconies, and stairways. Observations may be subject to grade, accessible balconies, and rooftop vantage points.

#### **9) Structural Components**

Evaluate the footings, foundations, slabs, columns, floor framing system, and roof framing system as part of the structural inspection for soundness. Observations will be subject to grade and visibility of components. This is a visual inspection only and no structural testing of components or materials will be undertaken.

#### **10) Site Paving**

Observe and evaluate the site paving components including paving, curbs, drains and sidewalks.

#### **11) Commercial Kitchen**

- Major equipment (above approximately \$2000 value)
  - Walk-in freezer and refrigerator equipment
  - Ovens, stoves, broilers, grills
  - Reach-in refrigerators and freezers
  - Dishwashers
  - Fryers

#### **12) Life Safety/Security**

- High Level (system level) -for identification to track maintenance
  - Alarm Panels
  - Emergency Generators
  - Exhaust hood fire suppression

### **B. Evaluation–**

At the conclusion of the assessment(s), FacilityDude will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for “immediate” and “capital repair” costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. EMG shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.

- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

### **C. Cost Estimating-**

Each single building report will include an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

FacilityDude's partner EMG uses the Unifomat system and the RS Means model for cost estimating. EMG maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published RS Means' models.

### **D. Building Systems Equipment Inventory - populate FacilityDude Capital Forecast and MaintenanceEdge tools**

An asset survey of major building systems will be conducted for the purpose of noting remaining useful life of major building equipment. A complete equipment inventory for each system will be recorded with information populated to Capital Forecast including:

- Building name
- System name (classification)
- Subsystem name (type)
- Component name (description)
- Unit of measure
- Quantity
- Asset tag number
- Manufacturer
- Model
- Serial Number
- Date put in service (if available)
- Condition
- Remaining useful life
- Replacement cost
- Notes

### **Terms of Service:**

- Proposal has been prepared for Forsyth County.
- Proposal is valid for 30 days.
- Initial Term: 12 months

- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price. If Forsyth County is tax exempt please email a copy of your Tax Exemption Certificate to [accounting@facilitydude.com](mailto:accounting@facilitydude.com).
- Please address purchase order to: FacilityDude.com, 11000 Regency Parkway Suite 200, Cary, NC 27518
- Technical Support is available from 8am to 6pm EST. Please call (877)655-3833 for or email [support@facilitydude.com](mailto:support@facilitydude.com) for technical support.
- Services will be scheduled upon written acceptance of the terms and conditions of the proposal.
- Pricing is based on FacilityDude having at least 1 months' notice for booking service for travel and living reservations.
- Typical service dates are scheduled 8 to 10 weeks in advance.
- Service dates are scheduled Monday-Friday
- A service day is defined as up to 8 hours per day.
- Escort to be provided during onsite visit, particularly for access to locked and hidden areas.
- If a service day is rescheduled or cancelled by Forsyth County., then Forsyth County is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Dude Solutions maintains the necessary liability insurance for their products and services. Proof of insurance can be requested at any time.
- Although the terms of this document control, all other conditions of use can be found at <http://facilitydude.com/privacy-terms-of-use/>.

**Locations to be assessed:**

<b>Adult Outreach (AO)</b>	<b>3769</b>
<b>Agriculture Building (AG)</b>	<b>15884</b>
<b>Animal Control Facilities (ACTRL)</b>	<b>18923</b>
<b>Behavioral Health Admin (BHB)</b>	<b>31668</b>
<b>Behavioral Health FIS (BHA)</b>	<b>37916</b>
<b>Behavioral Health Modular (BHM)</b>	<b>2000</b>
<b>Behavioral Health Partial Hospital (BHC)</b>	<b>12668</b>
<b>Carver School Road Library (CSLIB)</b>	<b>9956</b>
<b>Clemmons EMS (CLEMS)</b>	<b>4000</b>
<b>Department of Social Services (DSS)</b>	<b>151650</b>
<b>DSS Power Plant (DSSPP)</b>	<b>11000</b>
<b>Emergency Medical Services (EMS)</b>	<b>11191</b>
<b>Fire Headquarters (FHQ)</b>	<b>6782</b>
<b>Fleet Management Facility (FLEET)</b>	<b>20560</b>
<b>Government Center (GC)</b>	<b>236535</b>
<b>Grounds Maintenance Facility (GMAINT)</b>	<b>27795</b>
<b>Hall of Justice (HOJ)</b>	<b>190419</b>
<b>Law Enforcement Detention Center (LEDC)</b>	<b>495657</b>
<b>Lewisville Library (LLIB)</b>	<b>14330</b>
<b>Liberty Street Warehouse (LSW)</b>	<b>49837</b>
<b>Malloy/Jordan East Winston Heritage Centre (EWLIB)</b>	<b>5776</b>

Old Sheriffs Office Administration Building (SADMN)	50200
Public Health (PH)	82118
Public Safety Center (PSC)	200000
Reynolda Manor (RMAN)	15358
Rural Hall Library (RHLIB)	11076
Southside Library (SSLIB)	9647
Triangle EMS (TRiems)	4898
Walkertown Branch Library (WBLIB)	11278
Winston-Salem Rescue Squad Building (WSRS)	5600

The undersigned accepts the above detail and agrees to the terms herein.

SUBMITTED BY:

DAN ARANT

04/8/2015

\_\_\_\_\_  
*Representative Name*

\_\_\_\_\_  
*Date*

ACCEPTED BY:

\_\_\_\_\_  
*Customer Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Position*

Please address the purchase order to:

FacilityDude.com

11000 Regency Parkway #110

Cary, NC 27518

\*\*\* Please mail the original and fax or email a copy of the signed proposal and purchase order to 919-674-8515 or [sales@facilitydude.com](mailto:sales@facilitydude.com).