



**CITY OF CHICO**  
P.O. BOX 3420 CHICO, CA 95927-3420

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

**No. 141810**

1. Date <b>December 15, 2021</b>	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated <i>Cost Purchase</i> <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off <b>PWS/O&amp;M/lh</b>
5. <input checked="" type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached	7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor	

8. DELIVER TO (Point of Delivery Destination)  City of Chico 965 Fir Street Chico, CA 95926 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED:  <i>933-000-8801/50034-933-4800</i> <i>002-000-8801/50304-002-4800</i> <i>MASNC/50181-000-4800</i>
9. VENDOR/CLAIMANT (Name and Address)  <b>Dude Solutions, Inc.</b> <b>11000 Regency Parkway, Ste 400</b> <b>Cary, NC, 27518</b>	

**11. ORDER / CLAIM (Subject to conditions in Section 13.)**

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			<p>Provide FACILITY MAINTENANCE SYSTEM SOFTWARE for the City of Chico. All work shall be in accordance with the requirements of this Agreement. For work performed Vendor shall be compensated according to Exhibit "C." THIS PURCHASE ORDER AND ALL ATTACHED EXHIBITS A THROUGH F SHALL CONSTITUTE AN AGREEMENT BETWEEN THE CITY OF CHICO AND THE VENDOR WHEN SIGNED BY BOTH PARTIES.</p> <p><i>Maximum Compensation not to exceed</i></p> <p>Authorized pursuant to CMC Section 3.08.060 B.7. and Sourcewell Cooperative Purchasing Contract 090320-SDI executed on 11/6/2020, and RFP Solicitation #090320.</p> <p align="center">(Description (14 Characters))</p>		
				Subtotal	
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
				<b>TOTAL ➡</b>	<b>\$ 0.00</b>

**ATTENTION VENDOR:** Mail your invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

**12. Approvals**

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)
	<i>Erik J. [Signature]</i>	<i>Mark Orma [Signature]</i>

**13. NOTICE TO VENDOR**

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.

1. Claimant (Section 12A) certifies that upon claimant's personal knowledge the items and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
2. Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from items specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
3. Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
4. Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
5. The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
7. The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.

**CITY OF CHICO - PURCHASE ORDER AGREEMENT**

DUDE SOLUTIONS, INC.

Vendor

FACILITY MAINTENANCE OPERATIONS SOFTWARE

Title of Services

VARIOUS

Budget Account No.

Page two of Purchase Order No. 141810, and Exhibits A-F.

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney\*

APPROVED AS TO CONTENT:



Erik Gustafson, Director of Public Works-  
Operations & Maintenance

\*Pursuant to The Charter of the  
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director\*

\*Reviewed by Finance and Information Systems

# CITY OF CHICO - PURCHASE ORDER AGREEMENT

DUDE SOLUTIONS, INC.(DSI)

Vendor

FACILITY MAINTENANCE OPERATIONS SOFTWARE

Title of Services

VARIOUS

Budget Account No.

## EXHIBIT A

### DESCRIPTION OF SERVICES

The Vendor (DSI) shall provide a facility maintenance and management system (System) that offers a comprehensive and robust central repository for all City of Chico buildings and Park facilities. The goals and objectives of the Vendor's System is to:

- Provide a single information source for facility-related operational assignments, budget planning purposes, and capital project development.
- Improve and enhance user interface and staff efficiency.
- Provide and inventory all fixed building-related assets and barcoding in one database (i.e. HVAC units, boilers, pumps, doors, roofs, etc.).
- Develop and implement physical maintenance schedules.
- Develop and implement replacement schedules for long term capital improvements.
- Inventory general facility conditions of City-owned facilities and Park facilities (i.e. brick and mortar, roofs, windows, doors, flooring and plumbing conditions).
- Revise and improve workflows for work orders.
- Enhance reporting tools.
- Create and include GIS layers for all City-owned buildings.
- Provide Mobile apps for maintenance staff to update work orders in real time.
- Provide cost estimation tools for each building primary and sub systems.
- Create and sustain preventive maintenance schedules for each facility and its systems.

The project also includes annual subscription to the Vendors software services, which include the following:

1. Asset Essentials Professional Maintenance Platform
  - Facilities/Physical Plant Module
  - Parks, Recreation and Forestry Module
2. Dude Analytics
3. Asset Essentials Inventory
4. Asset Essentials Capital Forecast

***All services provided herein shall be in accordance with the provisions and conditions outlined in the Sourcwell Cooperative Purchasing Contract 090320-SDI executed on 11/6/2020, and the Request for Proposal Solicitation #090320.***

## **CITY OF CHICO - PURCHASE ORDER AGREEMENT**

DUDE SOLUTIONS, INC.

Vendor

FACILITY MANAGEMENT & MAINTENANCE SOFTWARE

Title of Services

VARIOUS

Budget Account No.

### **EXHIBIT B**

#### **SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE**

##### **Scope of Services - Basic**

Vendor shall provide services as follows:

#### **TASK 1: ASSET ESSENTIALS PROFESSIONAL/CAPITAL FORECAST SUBSCRIPTION**

Vendor shall provide guidance by experienced subject matter experts to ensure an effective and efficient implementation. The standard subscription service will begin with a Kickoff Call with a Dude Solutions (DSI) Project Coordinator. From there a dedicated DSI Implementation Specialist will guide and assist throughout the implementation project.

The first thirty (30) days are focused on account configuration and training while the final 30 days are dedicated towards go-live support to ensure account enablement.

##### **A. Deliverables**

- Project Kickoff call
- Access to Basecamp project collaboration tool
- 30-day implementation support
- Optional template-based data imports for available Location, Asset, and User data during the project period
- 1-on-1 configuration guidance by dedicated Implementation Specialist
- 30-day Go-Live support
- Train-the-trainer best practices and content to onboard City team
- Unlimited access to Help Site and Virtual Classroom Trainings

##### **B. Excluded from Standard Implementation**

- Evaluation of your current practices, policies and procedures for the purposes of performance improvements.

- Troubleshooting any issues related to your IT infrastructure or mobile devices
- Migration of data from other systems or locations
- Export of data to any other systems or third parties
- Role-based end-user trainings

#### C. Completion Criteria

- The steps (To Do's) in the Basecamp project plan represent the individual activities that constitute Standard Implementation for Asset Essentials. Upon completion of the required To Do's, the Standard Implementation Service will be deemed delivered and the project will be closed.
- To Do's that are not applicable to the City's needs may be waived from the project upon agreement between the City and Implementation Specialist.
- Some To Do's are considered optional and may or may not be completed. Completion of optional To Do's is not required to complete delivery of Standard Implementation and close the project.

#### D. Client Assumptions

- The success of this project is dependent on the attendance and full engagement of the key stakeholders.
- The City will schedule time for the appropriate resources to be available to the Implementation Specialist for all scheduled and/or required activity.
- Should the need to reschedule any engagements arise, the City will be responsible for reaching out to their implementation specialist within the 60-day project duration window and will be subject to the implementation specialist's availability.
- The City shall be primarily responsible for providing access and training on Asset Essentials to end-users.
- The City will provide data to be imported in a timely manner and in the template format provided via Basecamp so the Implementation Specialist has an opportunity to import the data during the 60-day project period.
- If there is no existing data, the Implementation Specialist will guide the City to focus first on key equipment and their associated PMs to be manually entered into Asset Essentials by the City.
- City will have access to GIS system. ArcGIS online Viewer licenses may be required.
- City will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- City IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)

#### D. Project Assumptions

- Standard Implementation is designed and resourced to be completed within 60 days of the project kickoff call. In the event additional time is required, there is a mechanism to purchase a Project Extension. Implementation Specialist will need to be notified that an extension is needed at least 10 days in advance.

- Without an extension, the implementation project will be closed after 60 days and the Implementation Specialist redirected, but the City will retain full access to Asset Essentials along with DSI VCTs, LMS, online Help Documentation, and DSI Support Team.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the Standard Implementation Service. Having the requested data and configuration information available prior to implementation may minimize delays so progress can be made quickly.
- Project extensions will be considered for extenuating circumstances and will follow the change order process.
- Asset Essentials pricing is based on a maximum storage limit of 20GB of data. Data storage that exceeds 20GB may subject to an additional fee of \$500 per year per additional 20GB of storage

## **TASK 2. ASSET ESSENTIALS– IMPLEMENTATION SERVICES –**

Vendor shall ensure the set-up and configuration of the system will meet the City's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Vendor's services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Access to a project collaboration tool (Basecamp) where a team of Implementation Specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once data has been collected, City will work with an assigned Vendor representative to understand workflow, cleanse and import data, configure account and offer user-role based software training sessions.

DSI or a qualified DSI Service Provider will interview key maintenance stakeholders to determine account configurations and settings. Below are topics that will be discussed:

- The primary reasons the City began a Computerized Maintenance Management System (CMMS) search
- The ideal timeline for completion
- Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of Asset Essentials (AE) planned for immediate use, future use or not planned for use.

### **A. Deliverables**

- Orientation Call with a DSI Project Coordinator

- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the City's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- Review, cleanse and import available user, location, asset, and scheduled PM data
- Establish integration with City's GIS system, configure up to 10 City GIS layer syncs
- Assets, PMs and Corrective Work Order Processes
- Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars – during and after implementation

#### B. Goals and Reports

- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of the City's Facilities Department
- Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

#### C. Users and Roles

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage and approval
- Specialized user needs
- Departments

#### D. City Facilities

- Multiple site(s)
- Facility layouts
- Parent-Child locations for buildings and rooms
- Identifying building-type locations
- Management/supervisory responsibilities by functional area
- Similarities/differences between facilities

#### E. GIS & Mapping

- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets
- Work Order (WO) creation from Map
- Citizen Portal (requires OIDC in Gov, not available in Edu)
- Mobile Profiles (available to all users in Gov, requires GIS in Edu)

## F. Assets

- Asset life cycle process within City operations
- Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- Key reporting needed to drive effective asset management

## G. Maintenance Operations

- Facilities Division organizational chart/hierarchy
- Techs - specialized, general or both
- Tech service areas (if applicable)
- Departments other than Facilities involved in Asset Essentials
  - What departments
  - Type of involvement
- Contractors

## H. Workflow

- Work Order (WO) processes
  - Requester process
  - Approval process, if required
  - Assignment process
  - Completion requirements
- Requests/Corrective WO's
- Determining factors for who gets assigned each Corrective or Planned Maintenance (PM) WO
  - Examples include Location, Work Category, Type, Status, Priority, etc.
- PM's
  - Assigned from PM to an individual or flow through a planner/supervisor?
  - Asset Essentials creates Location or Asset-based PMs
- Tasks Library
- Mobile app usage
- Scheduling cycles and stacking groups
- Overall WO management
- Prioritization
- Daily/weekly needs
- Cost tracking
- Building views
- WO reporting

## I. Go-Live Support & Project Completion

- Begin using Asset Essentials as your primary CMMS
- Provide internal support for basic usability questions



- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.
- Project close
- Work with DSI's Support Team for ongoing user questions

#### J. Client Assumptions

- Configuration and data options may vary based on the version of Asset Essentials and the corresponding service level that was purchased.
- City will have access to GIS system. ArcGIS online Viewer licenses may be required.
- City will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- City IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)
- The City will schedule time for the appropriate resources to be available to the Vendor for all scheduled consulting activity.
- The City will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the City will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the Vendor will guide the City to focus on safety and location-based PMs and inspections.
- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a rescheduling fee.

#### K. Project Assumptions

- Any changes in scope, schedule, or costs will be documented by the City's Project Coordinator, whether there is a cost impact or not.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- DSI is not responsible for updating or making configuration changes to the City's GIS data.

### **TASK 3 FACILITY CONDITION ASSESSMENT (Based on 350,000 SF)**

Facility condition assessment (FCA) is a visual assessment evaluating the facility systems based on the following Standard Scope of Work (SOW). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of equipment items as well as a forecast model of upcoming system/sub-system replacements will be imported into City's DSI work & asset management, capital forecasting and capital prediction software solutions.

## A. Deliverables

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with system/sub-system replacement costs and dates
- Import of systems-level detail into City's DSI capital forecasting/prediction solution
- Import major Equipment Items into City's DSI work & asset management solution

## B. Methodology & Approach

A Certified DSI Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment, DSI will interview City 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 that may exist.
- 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.
- The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:

- Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into the City's DSI work & asset management solution as defined in the Asset Inventory and System/Component Table
- A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into the City's DSI capital forecasting/prediction solution as defined in the Asset Inventory and System/Component Table.
- HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
- All other major Systems will be collected at the Systems Level in the City's DSI capital forecasting solution as general Sub-Systems.

## C. Evaluation

At the conclusion of the assessment(s), the DSI Service Provider will prepare reports 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.
- The DSI Service Provider 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.
- An 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.

#### D. Cost Estimating

- Each single building report will include an estimated cost for each System/Sub-System 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, DSI 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.
- DSI Service Providers use the ASTM Unifomat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. DSI also maintains and updates its cost estimating system with information received from the field.
- Through DSI's construction monitoring work, they have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows DSI to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

#### E. Client Assumptions

- City will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
- Any data to be migrated from City drawings or spreadsheets has to be provided to the DSI Service Provider within 15 business days of completion of onsite activity.
- City will review and provide any feedback related to data sent to them for review by DSI Service Provider or DSI within 15 business days or unless otherwise determined.
- If Data is not reviewed within the 15 business day time period, DSI will assume that the Data provided by the DSI Service Provider is approved and will load into the City's software.
- City will be responsible for scheduling and coordinating all meetings and interviews

involving other teams, departments, management teams or other necessary resources required for the success of this project.

- City will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required, City will notify DSI and/or DSI Service Provider in advance of onsite.
- City will ensure that the DSI Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If DSI Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines.
  - For Flat Roofs, this means providing the DSI Service Providers with access to a ladder so that they are able to conduct a visual assessment.
- City will ensure that the DSI Service Provider is granted accessibility to DSI Software. If City uses Connect Authenticate/Single Sign-On, this may require City IT Team to setup the DSI Service Provider with City Identity Provider service.
- City will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
- Reconciliation of existing equipment in DSI Work & Asset Management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
- DSI is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
- Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the DSI Service Provider and is not included in the Standard FCA SOW.

#### **TASK 4      EQUIPMENT INVENTORY BARCODING SERVICE (Based on 350,000 Sq ft)**

The Barcoding Service identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your DSI Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/collection process.

##### **A. Deliverables**

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the Scope of Work.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your DSI Work & Asset Management solution.

##### **B. Recommendations**

The DSI Service Provider will try to apply barcodes in a convenient location so maintenance staff can easily identify them. DSI recommends the following:

- Application of the barcode shall be placed next to the Data Plate of an Asset. Placing barcodes in this location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible

area that is easily seen by maintenance staff, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

### C. Project Assumptions

- Determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity.
- URL creation along with QR code and encoding is needed prior to onsite activity.
- If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

## **TASK 5      PREVENTATIVE MAINTENANCE SCHEDULE CREATION (350,000 SF)**

Creation of Preventative Maintenance (PM) schedules will be generated off the equipment inventory collected by the DSI Service Provider during the Data Gathering or FCA Service. The intent is to identify needed procedures and inspections required to maintain facility systems in safe, reliable and efficient condition.

### A. Deliverables

- Creation of PM Schedules for populating DSI Work & Asset Management solution
- Data population within DSI software.

### B. Exclusions

- No report will be provided.

### C. Methodology and Approach

DSI Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule include:

- Safety points
- Tools required
- Estimated Time to Complete maintenance
- Step-by-step procedure to complete maintenance WO

### D. DSI Service Provider Tasks

- Review of PM Task Check-off Lists with City
- Setup baseline PM schedules for the equipment inventory collected
- Work with the City to determine PM Schedule assignment.
  - Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution.
  - Assignment will be made at the location or craft level.
  - Anything above and beyond this level of assignment will be managed and maintained

by the City within the software or require a custom scope of work for the DSI Service Provider to deliver.

- For assignment to occur, the City must have the Technician or contractor created in the software prior to onsite activity.
- Work with the City to determine the start date, frequency and load balancing based upon City staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the City's Work & Asset Management solution as "Inactive".

#### E. Client Assumptions

- City will provide feedback/review of PM Schedules within 15 business days of delivery from the DSI Service Provider. If feedback/review of PM Schedules exceeds 30 business days, DSI will provide a Deliverable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, DSI will assume delivery of the service and import the PM schedules as "inactive" in the system. DSI will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the DSI Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to DSI within 30 days. DSI will only make updates related to the below items:
  - Discontinuation of PM Schedules created with the service
  - Alteration of frequency on existing schedules created with the service
  - Alteration of start dates for the schedules created with the serviceOtherwise, any revisions beyond this 30-day period will be the responsibility of the City to perform within the software or DSI to perform at an additional fee.
- Reconciliation of existing PM Schedules in the City's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

#### Services to be Provided by City

See "Client Assumptions" sections listed under each Project phase above.

#### Completion Schedule

The Vendor shall complete all projects/phases outlined herein within 180 days of receipt of the City's Notice to Proceed.

## **CITY OF CHICO - PURCHASE ORDER AGREEMENT**

DUDE SOLUTIONS

Vendor

FACILITY MAINTENANCE OPERATIONS SOFTWARE

Title of Services

VARIOUS

Budget Account No.

EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the completion of each task outlined below. Total maximum compensation for the services outlined herein shall not exceed **\$212,953.00.**

Compensation shall be based upon actual invoices received and shall be paid within forty-five (45) days of the Facilities Manager's confirmation that the work being billed has been completed.

### **I. IMPLEMENTATION SERVICES**

<b>TASK 1: ASSET ESSENTIALS PROFESSIONAL/ CAPITAL FORECAST 1<sup>ST</sup> YR SUBSCRIPTION</b>	<b>\$11,095.00</b>
<b>TASK 2. ASSET ESSENTIALS/IMPLEMENTATION SERVICES</b>	<b>\$40,254.00</b>
<b>TASK 3 FACILITY CONDITION ASSESSMENT SERVICE</b>	<b>\$42,420.00</b>
<b>TASK 4 BARCODING SERVICE</b>	<b>\$5,740.00</b>
<b>TASK 5 PREVENTATIVE MAINTENANCE SCHEDULE</b>	<b><u>\$5,740.00</u></b>
<b>SUBTOTAL</b>	<b>\$105,249.00</b>

### **II. SUBSEQUENT ANNUAL SUBSCRIPTION COSTS**

City shall annually purchase the Vendor's software subscription outlined herein for two additional years at the set prices listed below by separate Purchase Order and as budget allows. Final subscription ends September 30, 2024.

<b>YEAR 2</b>	<b>\$53,186.81</b>
<b>YEAR 3</b>	<b>\$54,516.48</b>
<b>CONTRACT TOTAL</b>	<b>\$212,953.00</b>

### **III. SERVICE CHANGE ORDER PROCESS**

City and Vendor may mutually agree to modify Services outlined herein through a written proposal and change order process. Such change order will become part of the applicable Statement of Work when executed by both parties, and the services described therein will become part of the overall Services under this Agreement.



## CITY OF CHICO - PURCHASE ORDER AGREEMENT

DUDE SOLUTIONS, INC.

Vendor

FACILITY MAINTENANCE OPERATIONS SOFTWARE

Title of Services

VARIOUS

Budget Account No.

EXHIBIT D

### INSURANCE PROVISIONS

#### General Liability Insurance

Vendor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Vendor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Vendor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### Automobile Liability Insurance

Vendor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Vendor and provided to City upon request.

#### Subvendor Insurance

Vendor agrees to include with all subvendors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subvendor's work. Subvendor agrees to be bound to Vendor and City of Chico in the same manner and to the same extent as Vendor is bound to City of Chico under the agreement. Subvendor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subvendor to the extent they apply to the scope of the Sub-subvendor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subvendor upon request. Evidence of such coverage shall be maintained by Vendor and provided to City upon request.

### Workers' Compensation Insurance

Vendor shall, at Vendor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Vendor shall also require all of Vendor's subvendor to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Vendor or Vendor's subvendor to City upon request.

### Subrogation

Vendor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Vendor or Vendor's subvendor for City under this Agreement.

### Indemnity

Vendor/Subvendor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

### Professional Liability Insurance

Vendor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

## **CITY OF CHICO - PURCHASE ORDER AGREEMENT**

DUDE SOLUTIONS, INC.

Vendor

FACILITY MAINTENANCE OPERATIONS SOFTWARE

Title of Services

VARIOUS

Budget Account No.

EXHIBIT E

### INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided for by this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Vendor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Vendor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Vendor's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Vendor's negligent acts, errors or omissions.

**CITY OF CHICO - PURCHASE ORDER AGREEMENT**

DUDE SOLUTIONS, INC.

Vendor

FACILITY MAINTENANCE OPERATIONS SOFTWARE

Title of Services

VARIOUS

Budget Account No.

EXHIBIT F

SPECIAL PROVISIONS

NONE.