

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$8,808,695.00 within the 2019 County Improvement Fund and awarding a contract for owner's representative services for the County's detention facilities to JCDC Partners, LLC, of Kansas City, MO, under the terms and conditions of Request for Proposals No. 17-19, at an actual cost to the County not to exceed \$8,808,695.00.

**RESOLUTION NO. 20224**, August 12, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the County has a need for owner's representative consulting services to assist with the development of jail facility-related solutions, including a new County detention facility, to include management or completion of benchmarking, validation of needs, programming, architectural criteria, project procurement, delivery, transition, and the close-out of a new detention facility; and,

WHEREAS, the Director of Finance and Purchasing has solicited written proposals on Request for Proposals No.17-19 for these professional consulting services; and,

WHEREAS, a total of fifty-two notifications were distributed and five responses received, with three being determined to be qualified and evaluated as follows:

<b><u>VENDOR</u></b>	<b><u>EVALUATION POINTS</u></b>
JCDC Partners, LLC Kansas City, MO	89
Kitchell Phoenix, AZ	81

JLL  
Kansas City, MO

70

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for owner's representative services to JCDC Partners, LLC of Kansas City, MO, for the reason that it has submitted the lowest and best proposal received as set forth in the attached recapitulation and analysis; and,

WHEREAS, a transfer is needed in order to place the funds needed for this contract in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2019 County Improvement Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund Non-Departmental Cnty Improvement 013-5113	58020- Buildings & Improvements	\$8,808,695	
013-5113	56790- Other Contractual Services		\$8,808,695

and,

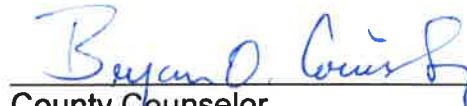
BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County the attached Owner's Representative Agreement and any other documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Department of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20224 of August 12, 2019, was duly ~~passed on~~ **WITHDRAWN SEP 23 2019**, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

**WITHDRAWN SEP 23 2019**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

Funds Sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 013 5113 58020  
ACCOUNT TITLE: County Improvement Fund  
Non-Departmental Cnty Improvements  
Buildings & Improvements  
NOT TO EXCEED: \$8,808,695.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 013 5113 56790  
ACCOUNT TITLE: County Improvement Fund  
Non-Departmental Cnty Improvements  
Other Contractual Services  
NOT TO EXCEED: \$8,808,695.00

8/8/19  
Date

  
Chief Administrative Officer

R. 2022<sup>4</sup>  
Revised Contract  
August 26, 2019

**OWNER'S REPRESENTATIVE AGREEMENT**

**JACKSON COUNTY, MISSOURI**

**And**

**JCDC PARTNERS, LLC**

Dated: Sept \_\_\_\_\_, 2019 \_\_\_\_\_

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## **OWNER'S REPRESENTATIVE AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_ day of September, 2019, by and between County of Jackson, Missouri, a public body corporate and politic of the State of Missouri acting by and through the Jackson County Legislature (hereinafter referred to as "Owner"), and JCDC Partners, LLC, a Missouri Limited Liability Corporation (hereinafter referred to as "Owner's Representative").

### **BACKGROUND INFORMATION**

Owner desires to retain the services of an Owner's Representative to assist Owner in developing a New County Jail Project for Jackson County. Owner has selected Owner's Representative as the entity to be engaged as the Owner's Representative for the project contemplated by Owner. Owner and Owner's Representative desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard to the foregoing.

### **STATEMENT OF AGREEMENT**

In consideration of the mutual covenants and agreement herein contained, the compensation to be paid to Owner's Representative hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### **ARTICLE 1. DEFINITIONS**

In addition to any other terms which are defined in this Agreement, each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meaning:

1.1 **"Approved Development Budget"** means the schedule of all costs and expenses which Owner's Representative estimates will be incurred by or on behalf of Owner in connection with the Development Matters, as submitted by Owner's Representative to Owner with Owner's Representative's request for Owner's approval thereof as, and as approved by Owner as, the Approved Development Budget.

1.2 **"Approved Development Schedule"** means the schedule of all activities to be managed by Owner's Representative, including estimated duration for each activity, as submitted by Owner's Representative to Owner with Owner's Representative's request for Owner's approval thereof as, and as approved by Owner as, the Approved Development Schedule.

1.3 **“Completion”** means substantial completion of construction of the Jackson County Jail and services as defined in Owner’s Representative’s engagement as described in Exhibit “A”. Substantial completion, which shall in any event be deemed to have occurred upon the occurrence of any of the following events: (i) the issuance by the Project architect of a certificate of substantial completion; (ii) the issuance by the appropriate governmental authority of a certificate of occupancy; or (iii) the commencement of beneficial occupancy of those improvements by Owner or persons or entities claiming under Owner.

1.4 **“Owner’s Representative Fee”** means the fee to be paid by Owner to Owner’s Representative pursuant to Sections 8.1 and 8.2 of this Agreement.

1.5 **“Development Matters”** means the pre-development, acquisition, development, design, construction, financing, furnishing, equipping and occupancy of the Project.

1.6 **“Expiration Date”** means the date three hundred sixty-five (365) consecutive days after the date of Completion, during which time the Owner’s Representative will assist the Owner in obtaining punch list completion, training, close out documents and construction warranty satisfaction from the parties who construct the Improvements, and assisting Owner in occupying, equipping and furnishing the Project.

1.7 **“Improvements”** means, collectively, all buildings, structures and other improvements (including all site development improvements and landscaping) to be developed on the Site pursuant to this Agreement.

1.8 **“Project”** means the Site and the Improvements.

1.9 **“Project Costs”** means the total of all costs and expenses incurred by or on behalf of Owner with respect to the Development Matters, including all amounts to be paid under agreements entered into by Owner’s Representative or Owner with third parties pursuant to this Agreement.

1.10 **“Site”** means that certain tract or parcel of land located in the County of Jackson, Missouri, upon which the Improvements are to be developed and constructed, as contemplated by this Agreement. Owner’s Representative will assist the Owner in the review and evaluation of potential tracts or parcels to be approved by the Owner as the Site for the Project.

1.11 **“Approved Project Budget”** means the total of all costs and expenses incurred by or on behalf of Owner, which have been approved by the Owner, with respect to the Development Matters, excluding all amounts to be paid under agreements entered into by Owner’s Representative and land acquisition cost.

## **ARTICLE 2.           ENGAGEMENT OF OWNER'S REPRESENTATIVE**

2.1 Engagement of Owner's Representative. Owner hereby engages Owner's Representative to perform, and hereby grants to Owner's Representative the exclusive right to perform, the service specified in this Agreement, subject to and in accordance with the terms and provisions of this Agreement.

2.2 Acceptance by Owner's Representative. Owner's Representative hereby accepts its engagement by Owner, and agrees to perform the services specified in this Agreement for the benefit of and on behalf of Owner, subject to and in accordance with the terms and provisions of this Agreement.

## **ARTICLE 3.           NATURE OF ENGAGEMENT**

3.1 Status of Owner's Representative. In the performance of its duties and obligations under this Agreement, Owner's Representative is, and shall at all times during the term of this Agreement be, an independent contractor, and not an employee of Owner. Owner's Representative shall act solely as the agent of Owner in the performance of its duties and obligations under this Agreement. All contracts and agreements executed or entered into by Owner's Representative in connection with the performance of its duties and obligations under this Agreement shall be contracts and agreements on behalf of, and for the account of, Owner. Except for agreements between Owner's Representative and persons providing it with personnel as provided in Section 5.3 of this Agreement, Owner's Representative shall obtain Owner's prior approval of such contracts and agreements.

3.2 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between Owner and Owner's Representative.

## **ARTICLE 4.           TERM OF AGREEMENT**

4.1 Term. The term of this Agreement shall commence on the date hereof, and shall continue, unless sooner terminated as herein provided, until the Expiration Date.

4.2 Schedule of Services. The preliminary schedule for the Owner's Representative to provide its basic services, pre-design and special professional services is 52 months.

4.3 Performance. Owner's Representative shall not be obligated to perform services under this Agreement after the Expiration Date unless authorized for additional services and compensation.

## ARTICLE 5. OWNER'S REPRESENTATIVE SERVICES

5.1 The Owner's Representative - Basic Services to be performed by Owner's Representative are set forth on Exhibit "A," attached hereto and incorporated herein by reference.

5.2 The Owner's Representative – Pre-Design and Special Services are set forth on Exhibit "B", attached hereto and incorporated herein by reference.

5.3 Optional and Additional Services. The services described by reference in Exhibits A and B represent the full scope of services to be performed by the Owner's Representative; however, nothing herein shall preclude the Owner's Representative from providing optional or additional professional services for the Project as might be directed by the Owner, upon written request, relative to the purpose and requirements of this Agreement.

5.4 Nature of Owner's Representative's Services and Responsibilities. Owner acknowledges and agrees that Owner's Representative's responsibilities under this Agreement consist solely of advising and consulting with Owner in connection with certain matters pertaining to the Project, and coordinating and monitoring the activities of the design and engineering professionals, contractors and other third parties on behalf of Owner. Other than the preparation of Owner's Criteria, Owner further acknowledges that Owner's Representative is not itself preparing any design or engineering plans or specifications directly related to construction of the Project, or performing any of the construction or furnishing any of the materials required for the Project; and, accordingly, Owner agrees that Owner's Representative shall have no liability for or with respect to professional services rendered by others; plans, designs or specifications provided by others, construction work performed by others, or materials furnished by others (including without limitation any architect, engineer, construction manager or contractor) in connection with Owner's Representative's responsibilities under this Agreement. Owner's Representative is not providing legal assistance or advice to Owner in connection with such negotiations or otherwise. Owner's Representative will use its best efforts to assist the Owner in identifying and mitigating any hazardous materials that may exist relative to the Project, but assumes no responsibility to Owner in so doing. Owner's Representative is responsible for, and is liable for its performance in accordance with this Agreement of, those services listed in Exhibit A.

5.5 Owner's Representative's Team. Owner hereby authorizes Owner's Representative to enter into appropriate agreements to procure the services of additional personnel to carry out Owner's Representative's obligations under this Agreement. The services of any such additional personnel are included within the Owner's Representative Fee.

5.6 Key Personnel. Owner's Representative shall use its best efforts to assign and maintain key personnel to the Project whose qualifications and experience were presented in its written proposal to Owner.

5.7 Owner's Representative's Services Not Exclusive. The services to be rendered by Owner's Representative to Owner are not exclusive and, during the term of this Agreement,

Owner's Representative and its affiliates may render services similar or identical to those required of it hereunder to other owners of real property and may itself engage in the acquisition, development, management and operation of, or any other activities with respect to, real property for its own account or benefit or for others, without any accountability or liability whatsoever to Owner provided that Owner's best interest is represented at all times. Furthermore, any conflict of interest or potential conflict of interest must be disclosed to Owner.

5.8 Owner's Representative's Cooperation. In performing the functions as identified, the Owner's Representative shall act diligently and in good faith and shall cooperate fully with the Owner in all matters relating to the project. The Owner's Representative shall act expeditiously on requests by the Owner regarding project matters.

## **ARTICLE 6. OWNER'S OBLIGATIONS**

6.1 Costs and Expenses. Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of the Project, which are approved by the Owner, and all of the services performed by Owner's Representative under this Agreement shall be performed at the cost and expense of, and for the account of, Owner.

6.2 Owner's Funds; Development Account. Owner agrees to use its best efforts (without creating any third party beneficiary rights) to make available all funds necessary to pay all Project Costs on a current basis.

6.3 Owner's Cooperation. In performing its functions hereunder, Owner shall act diligently and in good faith and shall cooperate fully with Owner's Representative in all matters relating to the Project. Owner shall act as expeditiously as possible on all requests by Owner's Representative for approval and execution of any contract, agreement or other document pertaining to the Project. In exercising its rights of approval, Owner shall act reasonably and in good faith.

## **ARTICLE 7. BOOKS, RECORDS, REPORTS, FISCAL MATTERS.**

7.1 Books. Owner's Representative shall maintain for Owner current and complete books of account of all transactions with respect to the Project. Such books of account shall be maintained at Owner's Representative's office or at such other place as the parties shall agree upon, and Owner and Owner's accountants and auditors shall have access to such books of accounts at all reasonable times. Owner's Representative shall maintain said books of account in a safe manner and separate from any books not dealing directly with the Project. Such books of account shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by Owner.

7.2 Records. Owner's Representative shall maintain, in a secure and safe manner, complete and identifiable records on all matters pertaining to Owner's Representative's activities under this Agreement on behalf of Owner with respect to the Project.

7.3 Property of Owner. All such books of account and records shall be and remain the property of Owner, and, upon the expiration or earlier termination of this Agreement, shall be turned over to Owner as provided in Article 10 hereof. Such books and records shall thereafter be available to Owner's Representative at all reasonable times for inspection, audit, examination and transcription for a period of three (3) years from the Expiration Date or earlier date of termination of this Agreement, upon reasonable prior notice to Owner and at the expense of Owner's Representative. Any equipment or supplies purchased for Owner and charged to Owner by Owner's Representative, having a usable life at the expiration of this Agreement, shall be the property of the Owner, and shall be turned over to the Owner as provided in Article 10.

7.4 Reports. Not later than the thirtieth (30th) day of each month during the term of this Agreement, with respect to the preceding calendar month, Owner's Representative shall furnish Owner a statement of all disbursement recommended to the Owner by Owner's Representative in connection with the Project for the preceding calendar month, prepared in such reasonable detail and form as shall be required by Owner.

7.5 Audit. Owner shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Owner's Representative's files, books, records, costs and expenses pertaining to the Project. If Owner elects to audit Owner's Representative's files, books, records, costs and expenses pertaining to the Project, and the audit discloses a material discrepancy from the payment applications or requirements of the contract documents, then, in addition to repaying Owner all sums owing, Owner's Representative shall pay the cost of the audit.

7.6 No Duty of Owner's Representative to Provide Funds. Under no circumstances shall Owner's Representative have any duty or obligation to advance any funds for the account of Owner, but if Owner's Representative does advance any of its own funds for the account of Owner, Owner shall promptly reimburse Owner's Representative therefore.

## **ARTICLE 8.           COMPENSATION**

8.1 Owner's Representative Fee. As compensation for the services to be rendered by Owner's Representative pursuant to this Agreement, the Owner agrees to pay the Owner's Representative as follows:

### **Basic Services (as described in Exhibit A): Percentage**

Two and One Half (2.5%) of the project cost exclusive of the Owner's Representative Fee and Land Acquisition Cost. The Fee for these services will

be converted to a Fixed Lump Sum upon completion of the programming phases of the project (Task 3) and establishment of the approved project budget. The fee for these services based upon the preliminary project budget is Five Million One Hundred Thirty-Four Thousand and Two Hundred and Twenty Dollars (\$5,134,220)

**Pre-Design and Special Services (as described in Exhibit B): Fixed Lump Sums**

Task 1 – Facility Benchmarking: Forty Thousand and Three Hundred Dollars (\$40,300)

Task 2 – Validation of Need: Two Hundred Seven Thousand and Eight Hundred Dollars (\$207,800)

Task 3 – Programming: Seven Hundred Nine Thousand and Three Hundred Dollars (\$709,300)

Task 4 – Owner’s Criteria: Two Million Ninety-Three Thousand Dollars (\$2,093,000)

Task 9 – Transition & Disposition: Three Hundred Fifty-Three Thousand and Seven Hundred Fifty Dollars (\$353,750)

Total Fee for all professional services described in Exhibit A and Exhibit B, including Reimbursable Expenses as described in Article 8.4, equals Eight Million Eight Hundred and Eight Thousand and Six Hundred Ninety-Five Dollars (\$8,808,695).

8.2 Additional Services. If the scope of the Project or the services required of Owner’s Representative materially expand or if Owner’s Representative is materially delayed through no fault of its own in providing its services, from the terms of this Agreement, any exhibits to this Agreement, any documents incorporated herein, and any written amendments or modifications of this Agreement, the Owner’s Representative Fee for such additional services shall be negotiated and agreed to in a written amendment to this Agreement by the Owner’s Representative and Owner.

8.3 Payment of Owner’s Representative Fee.

8.3.1 The Owner’s Representative Fee shall be paid in accordance with Fee Payment Schedule, Exhibit “C”, attached hereto and incorporated herein by reference. The agreed upon Fee Payment Schedule, conforms to the Owner’s Representative Fee amount and the project schedule for completing the work. Should the fee for Basic Services (as described in Exhibit A) be modified at the end of Task 3, as defined in Article 8.1, an adjustment to the Fee Payment Schedule for the remaining schedule will be made as required and agreed upon with the owner.



8.3.2 The Owner's Representative understands that it is in the interest of the Owner to advance the project quickly and efficiently. Should any Scope or Task of the Project actually be accomplished in less time than anticipated in project schedule(s), any remaining fee for that particular Scope or Task shall be paid upon completion of that Scope or Task..

8.4 Reimbursable Expenses. The Owner's Representative Fee for Owner's Representative's basic services, as determined by the method described in Section 8.1 herein, does not include out-of-pocket costs of Owner's Representative for travel, telephone calls (including long-distance and facsimile), postage and in-office photocopying. The reimbursable expenses for travel, telephone call, postage and in-office photocopying shall not exceed Two Hundred Seventy Thousand and Three Hundred Twenty-Five Dollars (\$ 270,375). Any reimbursable expenses due and payable to Owner's Representative will be fully detailed in the monthly invoice statement to Owner and further documented with original receipts for such expenses.

8.5 Time of Reimbursement. Owner's Representative shall be reimbursed for out-of-pocket costs and expenses on a calendar monthly basis, within thirty (30) days after submission to Owner of a statement thereof, together with such supporting material and detail as may be reasonably required by Owner; out-of-pocket cost will be invoiced with monthly invoicing of Owner's Representative Fee as defined herein.

## **ARTICLE 9.           DEFAULT AND REMEDIES**

9.1 Default by Owner's Representative. Owner's Representative shall be in default under this Agreement if Owner's Representative fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Owner with respect thereto; provided, however, that, if, Owner's Representative commences such cure within five (5) business days after receipt of written notice from Owner and thereafter proceeds diligently and in good faith to cure and cannot cure within thirty (30) days after receipt of written notice from Owner due to circumstances beyond Owner's Representative's control, then such cure period shall be reasonably extended to allow cure.

9.2 Remedy of Dispute: Mediation. Disputes are to be initially referred to nonbinding mediation as a condition precedent to any further dispute resolution proceedings. Owner and Owner's Representative will mutually agree to the appointment of a mediator within ten (10) days following a party's demand for mediation or, if the parties are unable to reach agreement within such time period, the Forum will appoint a mediator with experience in mediating complex construction-related disputes. Owner and Owner's Representative will share equally in the cost of the mediator. Mediation will occur no more than thirty (30) days from the date the mediator is appointed. If a Dispute is settled through mediation, the terms of settlement must be reduced to writing and signed by Owner and Owner's Representative.

9.32 Remedies of Owner. Upon the occurrence of a default by Owner's Representative under this Agreement, Owner may pursue any one or more of the following remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

9.3.1 Owner may terminate this Agreement by giving Owner's Representative written notice of such termination, in which event this Agreement shall be terminated at the time designated by Owner in its notice of termination to Owner's Representative.

9.3.2 With or without terminating this Agreement, Owner may bring an action against Owner's Representative to recover from Owner's Representative all damages, recoverable at law for reason of negligence, suffered, incurred or sustained by Owner as a result of, by reason of or in connection with such default.

9.4 Default by Owner. Owner shall be in default under this Agreement if Owner fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Owner's Representative with respect thereto; provided, however, that, if failure to perform, Owner commences such cure within five (5) business days after receipt of written notice from Owner's Representative and thereafter proceeds diligently and in good faith to cure and cannot cure within thirty (30) days after receipt of written notice from Owner's Representative due to circumstances beyond Owners control, then such cure period shall be reasonably extended to allow cure.

9.5 Remedies of Owner's Representative. Upon the occurrence of a default by Owner under this Agreement, Owner's Representative may pursue any one or more of the following remedies, separately or concurrently or in a combination, without further notice or demand whatsoever:

9.5.3 Owner's Representative may terminate this Agreement by giving Owner written notice of such termination, in which event this Agreement shall be terminated at the time designated by Owner's Representative in its notice of termination to Owner.

9.5.4 With or without terminating this Agreement, Owner's Representative may bring an action against Owner to recover from Owner all damages, recoverable at law, suffered, incurred or sustained by Owner's Representative as a result of, by reason of or in connection with such default.

9.6 Other Remedies. In the event of the occurrence of a default hereunder, the prevailing party shall, in addition to its other rights and remedies hereunder, have the right to recover from the party in default all reasonable costs and expenses incurred by the prevailing party in enforcing its rights and remedies hereunder, including reasonable attorneys' fees. The termination of this Agreement by either Owner's Representative or Owner by reason of default by the other party shall not relieve either party of any of its duties and obligations theretofore accrued under this Agreement prior to the effective date of such termination.

**ARTICLE 10. EXPIRATION, TERMINATION, SUSPENSION OR ABANDONMENT.**

10.1 Termination. Owner's Representative or Owner may terminate this Agreement at any time by giving 30 days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which Owner or Owner's Representative may be entitled to receive or be obligated to perform under this Agreement

10.2 Owner's Representative's Obligations. Upon the expiration or earlier termination of this Agreement, Owner's Representative shall promptly:

10.2.1 Upon request by Owner, deliver to Owner or such other person as Owner shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account maintained pursuant to Section 7.1 hereof, and all records maintained pursuant to Section 7.2 hereof, pertaining to this Agreement and the Project.

10.2.2 Subject to Owner's Representative's obtaining any consent of any third party required therefore, assign all existing contracts approved by Owner relating to the Project to Owner or such other person or entity as Owner shall designate. Any contract or agreement that Owner's Representative negotiates on behalf of Owner that is subject to this paragraph shall contain a statement that prohibits such third party from unreasonably withholding the requisite consent.

10.2.3 Furnish all such information, take all such other action, and cooperate with Owner as Owner shall reasonably require in order to effectuate an orderly and systematic termination of Owner's Representative's services, duties, obligations and activities hereunder.

10.2.4 Within thirty (30) days after the expiration or termination of this Agreement, cause to be furnished to Owner a report similar in form and content to Owner's Representative's monthly reports covering the period from the last previous monthly report to the date of expiration or termination of this Agreement.

10.2.5 Furnish a report of all outstanding orders for services, materials and supplies ordered by Owner's Representative as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, i.e., whether they have been charged to or paid by Owner's Representative, and whether they have been charged to or paid by Owner. Such report shall be furnished no later than thirty days after the date of expiration or termination.

10.3 Owner's Obligations. Upon the expiration or earlier termination of this Agreement, Owner shall promptly:

10.3.1 Assume any contracts which may have been entered into by Owner's Representative in its own name relating to the Project, provided, however, that Owner has specifically authorized Owner's Representative to enter into such contract. Further, Owner will indemnify Owner's Representative against any liability by reason of actions required to

be done by Owner's Representative under any such approved contract after the effective date of such expiration or termination, unless Owner's Representative has defaulted. In such case that this Agreement is terminated due to a default by the Owner's Representative, there shall be no such indemnity.

10.3.2 Pay for and indemnify Owner's Representative against the cost of all services, materials and supplies, if any, which may have been ordered by Owner's Representative as a result of its obligations arising under this Agreement that has not been charged to or paid by Owner's Representative and reimbursed under this Agreement at the time of expiration or termination, but have since been paid for by Owner's Representative and were included in the report submitted pursuant to Section 10.2.5; provided, however, that Owner actually receives such services, materials and supplies in a satisfactory manner or condition; provided further that demand for such payment is in a reasonable and timely manner.

10.4 Suspension. If the Project is suspended by Owner for more than thirty (30) consecutive days, Owner's Representative shall be compensated for services prior to notice of such suspension. When the Project is resumed, the Owner's Representative Fee shall be equitably adjusted by written amendment to this Agreement to provide for Owner's Representative's expenses incurred in the interruption and resumption of its services.

## **ARTICLE 11. INSURANCE.**

11.1 Owner's Insurance Requirements. Throughout the term of this Agreement, Owner shall carry and maintain in force, or cause to be carried and maintained in force by the construction contractor, the insurance described in Subsections 11.1.1, below, the premiums of all of which shall be the sole cost and expense of Owner.

11.1.1 "All risk" builder's risk insurance, provided either directly by Owner or through its construction contractor(s), written on 100% of the completed value basis, in an amount not less than the total replacement cost of the Project under construction (excluding site preparation and grading, but specifically including paving, parking lots, foundations and other undersurface installations subject to collapse or damage by other insured perils), including, if applicable, the coverage available under the so-called "installation floater". Owner shall be required to maintain such insurance only during periods when improvements are actually under construction. Owner shall, upon Owner's Representative's request, furnish Owner's Representative with appropriate certificates evidencing the insurance required to be maintained by Owner hereunder. If Owner for any reason fails to obtain and/or maintain in force any of the insurance required under Subsections 11.1.1, above, then Owner shall, and Owner does hereby agree to, indemnify Owner's Representative against, and hold, save and defend Owner's Representative harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which Owner's Representative may suffer or incur, or which may be asserted against Owner's Representative, whether meritorious or not, against

which Owner's Representative would or should have been insured under any required insurance which Owner does not for any reason obtain or maintain in force.

11.2 Owner's Representative's Insurance Requirements. Throughout the term of this Agreement, Owner's Representative shall carry and maintain in force the insurance described in Subsections 11.2.1 through 11.2.4, below.

11.2.1 Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Owner's Representative, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars (\$1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$2,000,000 in the aggregate applicable to this Project.

11.2.2 Workers' compensation insurance covering all employees of Owner's Representative employed in, on or about the Project in order to provide statutory benefits as required by the laws of the State of Missouri.

11.2.3 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Owner shall be named as Additional Insured for this coverage.

11.2.4 Professional Liability: \$5,000,000 aggregate covering Owner's Representative in connection with the services to be provided by Owner's Representative under this Agreement.

Owner's Representative shall, upon Owner's request, furnish Owner with appropriate certificates evidencing the insurance required to be maintained by Owner's Representative hereunder. If Owner's Representative for any reason fails to obtain and/or maintain in force any of the insurance required under Subsections 11.2.1 through 11.2.4, above, then Owner's Representative shall, and Owner's Representative does hereby agree to, indemnify Owner against, and hold, save, and defend Owner harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which Owner may suffer or incur, or which may be asserted against Owner, whether meritorious or not, against which Owner would or should have been insured under any required insurance which Owner's Representative does not for any reason obtain or maintain in force.

11.3 Owner's Insurance Primary Coverage. As between any insurance carried by Owner and any insurance carried by Owner's Representative, Owner's insurance shall for all purposes be considered the primary coverage, and no claim shall be made under or with respect to any insurance maintained by Owner's Representative except in the event that Owner's entire insurance is exhausted (without regard to whether the actual amount of Owners' insurance exceeds the amounts specified in this Article 11).

**ARTICLE 12. STANDARD OF CARE: LIABILITY: INDEMNITY.**

12.1 Standard of Care. In the performance of its duties and obligations under this Agreement, Owner's Representative shall, subject to budgetary constraints and limitations imposed by Owner on the Project, perform diligently and in good faith.

12.2 Limitations on Liability. Neither Owner's Representative nor any agent or employee of Owner's Representative shall have any liability to Owner for any reasonable mistakes or errors of judgment, for any reasonable mistakes of fact or of law, or for any act or omissions within the scope of the authority conferred upon Owner's Representative by this Agreement; provided, however, that the foregoing shall not extend to losses, damages or expenses suffered or incurred by Owner if and to the extent the same are caused by any gross negligence or willful misconduct of Owner's Representative or its agents or employees.

12.3 Indemnity: All indemnity obligations of the parties shall be governed by paragraph 8.6.1 of Owner's Request for Proposals 17-19.

12.4 Not Used.

12.5 Relationship to Insurance In no event shall the indemnification provisions of Sections 12.3 or 12.4, above, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any party may be entitled under any insurance policy with respect to the Project required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

12.6 No Third-Party Beneficiaries. None of the duties and obligations of Owner's Representative under this Agreement shall in any way or in any manner be deemed to create any liability of Owner's Representative to, or any rights in, any person or entity other than Owner.

12.7 Independent Contractors. No person who shall be engaged as an independent contractor by either Owner or Owner's Representative, or both, shall be considered an employee, servant, agent or other person for whom either Owner or Owner's Representative (as the case may be) is responsible for the purposes of Indemnifications in the foregoing Sections of this Article 12.

**ARTICLE 13. REPRESENTATIONS AND WARRANTIES.**

13.1 Of Owner. Owner represents and warrants to Owner's Representative that: (i) Owner is a public body corporate and politic, duly organized, validly existing and in good standing under the laws of the State of Missouri, is qualified to transact business in the State of Missouri, and has the full and complete right, power and authority to enter into this Agreement and perform Owner's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) Owner is the true and lawful owner of the Project.

13.2 Of Owner's Representative. Owner's Representative represents and warrants to Owner that: (i) Owner's Representative is a corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri, is qualified to transact business in the State of Missouri, and has the full and complete right, power and authority to enter into this Agreement and perform Owner's Representative's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) Owner's Representative has obtained or will obtain all necessary licenses and permits which are required for Owner's Representative to perform Owner's Representative's services pursuant to this Agreement.

**ARTICLE 14. GENERAL PROVISIONS.**

14.1 Relationship Between Parties. The relationship of the parties shall be limited to the Project. Nothing herein shall be deemed to authorize Owner's Representative to act as the general agent of Owner.

14.2 Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally-recognized commercial courier for next business day delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below or to such other numbers as are specified by written notice given in accordance herewith:

**OWNER:** Jackson County, Missouri  
415 East 12th Street  
Kansas City 64106

**OWNER'S  
REPRESENTATIVE:** JCDC Partners, LLC  
1220 Washington Street  
Kansas City, MO 64105  
Attention: W. Robert Glass, AIA  
Email: bglass@cglcompanies.com

All notices, demands or request

s delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

14.3 Assignment: Binding Effect. The rights of the parties under this Agreement are personal to the parties and may not be assigned without prior written consent of the other party, which consent shall not be unreasonably withheld; This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

14.4 Authorized representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Owner or Owner's Representative, as the case may be, shall be given or taken by one or more of the authorized representatives of each. For purposes of this Agreement; (i) the authorized representatives of Owner shall be any one or more of the following – Jackson County Administration or designee, (ii) the authorized representatives of Owner's Representative shall be W. Robert Glass or designee. Any party hereto may from time to time designate other or replacement authorized representatives to the other party hereto. The written statements and representations of any authorized representative of Owner or Owner's Representative shall be binding upon the party for whom such person is an authorized representative, and the other party hereto shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he proposes to take.

14.5 Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

14.6 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.



14.7 Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

14.8 Pronouns. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

14.9 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

14.10 Non-Waiver. Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by either party of any right arising from any default of the other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.

14.11 Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

14.12 Time of Essence. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration of this Agreement.

14.13 Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Missouri.

14.14 Entire Agreement. This Agreement, along with Request for Proposal NO. 17-19 and JCDC Partner's responding proposal, contains the entire agreement of Owner and Owner's Representative with respect to the engagement of Owner's Representative as the Owner's Representative for the Project, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

14.15 Modifications. This Agreement shall not be modified or amended in any respect except by a written agreement executed by Owner and Owner's Representative in the same manner as this Agreement is executed.

14.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Owner's Representative have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

**OWNER:**  
Jackson County, Missouri

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

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

[COUNTY SEAL]

**OWNER'S REPRESENTATIVE:**  
JCDC Partners, LLC, a Missouri corporation

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

Attest: W. Robert Glass, AIA  
Title: Executive Vice President

**EXHIBIT A – SCOPE OF WORK**  
**BASIC - OWNER REPRESENTATIVE PROFESSIONAL SERVICES**

**PROJECT DESCRIPTION/SCOPE:**

Jackson County (“County”) has identified the need to replace their current jail facilities in order to provide a safe and secure facility that can be efficiently and economically operated for decades to come.

The scope of services outlined below is intended to provide the County with the scope of professional services required by the Request for Proposal NO. 17-19. Other services necessary to identify the best solution for Jackson County and provide all other necessary services have been listed as special services under Exhibit B. All basic services are meant to collaborate with the County to guide them through the complex decision-making process of the planning, designing, construction, activating, and operating a new justice detention facility.

**OVERVIEW OF JCDC SERVICES:**

The County is hiring JCDC Partners, LLC (also known as “JCDC”) as their Owner Representative for their expertise in the development and operation of county detention facilities, and knowledge of national best practices, processes and requirements, as well as other national accreditations and regulations. For the Jackson County project, JCDC will act in an owner representative professional services capacity and behave as an extension of staff to Jackson County. JCDC will advise, educate and guide the County Legislature, and County Staff throughout the life of the project. JCDC will also advocate for the County through all dealings with other state and local agencies. JCDC will lead and manage the delivery of this project from initial planning through design, project completion and final occupancy.

JCDC will report to the County Legislature and the County’s authorized personnel and representatives as required. JCDC believes in an open and transparent process and ensures that key stakeholders, and the local community will all remain informed and engaged throughout the project as directed by the County. JCDC recognizes and embraces the need to keep team members informed and included in decision making.

The scope of basic professional services are as follows:

**TASK 6**      **Site Selection Services**

1. Prepare reports on proposed Site(s) suitability including:
  - a Location and geographic information
  - b Project adaptability issues
  - c Economic issues
  - d Constructability issues

**TASK 7**      **DB Entity Procurement - Project Delivery Implementation**

A. Project Procurement Planning

1. Assist with decisions regarding project procurement; including determination of detailed project scope/schedule/budgets and project design and construction delivery method.
  - a Conduct 1-day workshop to discuss and determine project design and construction delivery alternatives with regard to best value to County for the near and long term.
  - b Identify and present project delivery methods with applicable pros and cons relative to schedule and total-cost-of-ownership.
  - c Identify and present delivery methods legislatively permissible for use by county
2. Prepare implementation plan for selected project delivery method
  - a Assist with preparation of RFQ and RFP solicitation requirements and materials.
  - b Prepare draft agreements for design and construction procurement
3. Assist with design and construction selection.
  - a Generate schedule of selection milestones and critical dates
  - b Assist with pre-proposal meetings
  - c Assist with managing questions and addenda process
  - d Assist with analysis of proposals
  - e Assist in development of selection format
4. Contract Negotiations
  - a Prepare analysis of fee(s) and contract exceptions/inclusions

- b Coordinate negotiation meeting(s)
- c Assist in final negotiations

**TASK 8     Design & Construction Management**  
General Pre-Design, Planning, Project Controls

A. Work Plan/Project Controls

- 1. Prepare overall plan for project including:
  - a Information flow and overall communications plan.
  - b Approval levels
  - c Overall policies and procedures
  - d Budget/Cash Flow
  - e Schedule
- 2. Coordinate with other County Agencies
- 3. Prepare Quality Plan

B. Compile Source Data

- 1. Review existing material with respect to site
- 2. Recommend additional data required
- 3. Assist with obtaining the following data
  - a Boundary Survey
  - b Topographic Survey
  - c Geotechnical data
  - d Environmental restrictions
  - e Building codes
  - f Water Retention Requirements
  - g Easements
  - h Traffic Analysis
  - i Zoning restrictions

- C. Public Relations
  - 1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.
- D. Project Master Budget and Schedule
  - 1. Prepare overall project capital expenditure budget
    - a Update project budget at all major milestones and/or minimum monthly
  - 2. Prepare “total cost of ownership” model for 30-year life cycle inclusive of financing cost, operations, staffing and facility maintenance
    - a Update TCO model as required when significant incidents occur (capital budget or scope modification)
  - 3. Prepare master project schedule
    - a Identify project milestones, critical paths and project task
    - b Update project schedule at all major milestones and/or minimum monthly
- E. Project Orientation (for DB Entity)
  - 1. Develop agenda and conduct project orientation meeting
  - 2. Integrate team into project development process
  - 3. Arrange meetings with key county officials
  - 4. Develop briefings for summary of planning documents (includes criteria document orientation if utilized)
- F. Design and Compliance Review
  - 1. Participate in all Owner/Architect design meetings
  - 2. Document and monitor compliance with all key Owner design directives
  - 3. Provide design review, consultation and comment as well as criteria compliance reviews during all phases of design utilizing a Total Cost of Ownership model regarding budget, schedule, constructability and quality objectives of the project
  - 4. Assist in the Value Analysis/Engineering process as budget is confirmed/established and design is completed
  - 5. Monitor completion of the Schematic Design, Design Development, and Construction Documents.

6. Monitor design and document packages relative to contractual obligations, operational and security objectives, over-arching project goals and objectives, and design standards. Recommend design modifications necessary to meet the project requirements.

G. Management Information Control System (system tailored to Jackson County)

1. Information tracking, reporting and administration, including:

- a Cost

- Implement cost management system
- Cost monitoring for compliance
- Continuous value engineering recommendations
- Monitoring of bid packages and project contingencies

- b Schedule

- Monitor and control master schedule
- Monitor and control of design issues relating to schedule
- Long lead equipment procurement monitoring

- c Cash flow

- Maintain and manage total project accounting system to track all present and expected expenditures

H. Bid / Award Representation

1. Assist with preparation of bid documents
2. Monitor bidders list and bid documents
3. Assist with activities to stimulate competition
4. Prepare evaluation and recommendations of bids for award
5. Assist with preparation of final contract(s)
6. Assist with contract negotiations and contract execution
7. Review of bidder insurance forms and bonds

I. Construction Representation

1. Provide on-site construction representative
  - a Monitor labor and materials progress
  - b Monitor and address quality of workmanship and materials
  - c Coordinate information flow
  - d Coordinate progress payments

- e Assist with resolving conflicts
  - f Change Order management and processing
  - g Monitor and manage owner provided technical inspections
  - h Conduct, monitor and manage punch list
- J. Construction Information tracking, reporting and administration, including:
- 1. Cost
    - a Monitor and track all construction related cost and provide monthly reports
    - b Provide continuous value engineering recommendations
    - c Monitor all bid packages and project contingencies and provide monthly reports
  - 2. Schedule
    - a Monitor and control master schedule and provide monthly reports
    - b Monitor and control of construction issues relating to schedule
    - c Long lead equipment monitoring
  - 3. Cash flow
    - a Maintain and manage total project accounting system to track all present and expected expenditures
- K. Special Professional Services Management
- 1. Project Commissioning Plan
    - a Draft technical requirements for Commissioning Agent (CxA) RFQ/RFP and contract agreement
    - b Review CxA proposals and assist with interviews, selection and contract negotiations (CxA contract will be held by OR per Exhibit B)
    - c Coordinate activities of CxA with Owner and monitor CxA schedules, documentation and compliance with CxA scope of work
  - 2. Site Topographic and Surveys
    - a Draft technical requirements for Site Surveying RFQ/RFP and contract agreement.



- b Review Site Surveying Proposals and assist with interviews, selection and contract negotiations (Site Surveyor contract will be held by OR per Exhibit B)
  - c Coordinate activities of Site Surveyor with Owner and monitor Site Surveyor schedules, documentation and compliance with scope of work
- 3. Geotechnical Consultant
  - a Draft technical requirements for Site Geotechnical Consultant RFQ/RFP and contract agreement.
  - b Review Site Geotechnical Consultant Proposals and assist with interviews, selection and contract negotiations (Site Geotechnical Consultant contract will be held by OR per Exhibit B)
  - c Coordinate activities of Site Geotechnical Consultant with Owner and monitor Site Geotechnical Consultant schedules, documentation and compliance with scope of work
- 4. Special Inspections
  - a Based upon required independent inspections designated by DB Entity (per codes as part of design/construction documents), the OR will Draft technical requirements for Special Inspector(s) RFQ/RFP and contract agreement.
  - b Review Special Inspector(s) Proposals and assist with interviews, selection and contract negotiations (Special Inspector(s) contract(s) will be held by OR per Exhibit B)
  - c Coordinate activities of Special Inspector(s) with Owner and monitor Special Inspector(s) performance, documentation and compliance with scope of work

*End of Exhibit A*

**EXHIBIT B – SCOPE OF WORK**  
**PRE-DESIGN - SPECIAL PROFESSIONAL SERVICES**

**PRE-DESIGN SERVICES**

**TASK 1      Facility Benchmarking**

- A. Visit minimum of 3 like facilities
  - 1. Arrange tour and provide checklist of pertinent issues
  - 2. Attend tour with Owner
  - 3. Prepare summary benchmark report

**TASK 2      Validation of Need**

- A. Provide a review and synopsis of existing reports
  - 1. Document key findings and recommendations from prior studies
  - 2. Identify common themes and categorize by topic areas
  - 3. Update status of recommendations
- B. Provide a comprehensive assessment of current justice system conditions
  - 1. Identify key system policies relative to enforcement, supervision, incarceration, and treatment
  - 2. Assess use and effectiveness of program alternatives to incarceration
  - 3. Review efficiency and impact of justice system processing
- C. Submit a profile of the jail population that documents the following key characteristics:
  - 1. Demographics
  - 2. Charge
  - 3. Legal status
  - 4. Length of Stay
  - 5. Security classification
  - 6. Medical/mental health status
  - 7. Program need
- D. Submit a forecast jail system needs

1. Projected jail population levels by classification, gender, and legal status
  2. Capacity requirements to safely manage projected population levels in a secure, cost-effective manner
  3. Programs needed to address criminogenic issues and reduce recidivism
  4. Resource requirements to support projected system needs
- E. Provide a comparison of findings with conclusions from prior studies
- F. Document alternative scenarios to address needs
1. Alternative sanctions to divert offenders away from jail
  2. Policy changes to reduce reliance on incarceration
  3. Process changes to reduce the amount of time in jail required as offenders progress through the justice system
  4. Adjust required jail capacity requirements for each scenario
- G. Provide cost/benefit analysis of alternatives
- H. Submit justice system plan consistent with stakeholder decisions on alternative scenarios

**TASK 3      Programming**

- A. Provide Operational Program
1. Define facility mission, goals and objectives in conjunction with appropriate stakeholders
  2. Define overall management standards and benchmark requirements
  3. Define management approach under which the facility will be operated.
  4. Define all levels of security and special populations by gender and management requirements
  5. Determine all existing and planned programs to be made available and define operational and delivery parameters for each population and security level
  6. Determine overall operational protocols for healthcare, food, laundry, maintenance, and in-custody movement
  7. Assess jail operations
    - a. Staffing
      - Roster management

- Overtime management
  - b Classification system
    - Validity review
    - Reliability assessment
  - c Information management
    - Offender data systems
    - Security technology
  - d Programs
    - Gap analysis of program availability and population need profile
    - Assessment of evidenced-base practices
  - e Support services
    - Review of efficiency of service delivery models
8. Upon completion of Architectural Program, consult and assist Jail Transition team with preparation of preliminary staffing plan and preliminary post directives.
- B. Provide Architectural Program
1. Develop a listing of each space required in the facility
    - a Establish space standards and guidelines
    - b Identify square footage of each space by standards and guidelines
    - c Identify staff for each functional space
    - d Identify total number of spaces for each space type
    - e Identify non-functional space square footage parameters for circulation and building components to determine overall gross square footage required.
    - f Develop functional adjacency and relationship diagrams to Identify spaces where proximity or security separation are required or desired

**TASK 4 Criteria Document Package**

- A. Prepare Basis-of-Design project narratives and performance specifications sufficient to provide competitive procurement for a Design/Build, Design/Build/Finance or Design/Build/Finance/Maintain project delivery method if any of these methods are utilized.
- B. Prepare room data sheets outlining the specific technical requirements for each room type defined in the architectural space program
- C. Prepare departmental adjacency drawings indicating all spaces (defined in the architectural space program) as they should relate one to the other.
- D. Prepare overall building adjacency drawing showing how all departments and building components relate one to the other.
- E. Prepare indicative (preliminary and high level) plans for all housing/living units

**SPECIAL SERVICES**

**TASK 5 Special Professional Services – Pass Through Services – Contracts Managed by OR**

- 1. Certain special professional services required by the owner and project to be paid for through this agreement; to be added at the authorization of the County as Additional Services

**TASK 9 Transition & Disposition Services.**

- A. Transition – Operations Activation Services
  - 1. Consult and assist Jail Transition Team in development of final staffing needs for new facility. The final staffing plan for the new facility is to be consistent with Jackson County Jail and national best practice standards. Consult with Jackson County with regard to a hiring plan, if new staff are hired for the new facility's operation.
  - 2. Assist in developing plan for training staff how to operate the new facility. Staff will need to be provided a facility orientation that encompasses new facility operations, equipment and procedures. Additionally, operational practices will need to be tested through drills and simulations.
  - 3. Assist in identifying and acquire the furniture, fixtures, equipment and technology needed for new jail.
  - 4. Plan the logistics of the move to the new facility. The move to a new facility can be complicated and requires a well-developed plan.

5. Consult with Jackson County with regard to operational guide documents. These documents should include:
  - a Policies and Procedures
  - b Post Orders
  - c Inmate Handbook
  - d Public/visitor flow patterns through the facility
  - e Master schedule of facility operations
  - f Daily schedule of activities
- B. Assistance with Disposition of Existing Jail
  1. Provide general consultation with regard to potential scenarios for disposition of existing jails.
    - a Assist with development of disposition alternatives and provide general pro/con analysis relative to sustainability, time and cost-benefits to Jackson County.
- C. Furniture, Fixtures & Equipment
  1. Provide coordination and procurement technical documents required for the provisioning of all project furniture, fixtures, miscellaneous equipment and information technology not provided as part of the Design/Build contract(s).
  2. These issues shall include:
    - a Coordination and documentation of list of existing FF &E and IT items that can be reused
    - b Coordination and documentation of list of new FF &E and IT items needed for the project beyond what is furnished by the D/B.
    - c Coordination, planning and assistance with move management efforts
    - d Provide Coordination of procurement and necessary documentation for new FF&E and IT.
    - e Coordination of installation of new and reused FF&E and IT items
    - f Dissemination of all data and documentation of new and used FF&E and IT items to County

*End of Exhibit B*

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**EXHIBIT C – FEE PAYMENT SCHEDULE**

*Reimbursable Expenses will vary month to month and are not shown on the FEE PAYMENT SCHEDULE*

YEAR	MONTH	BASIC SERVICES	SPECIAL SERVICES	SCHEDULE						
				BASIC SERVICES TASK 6,7,8	TASK 1	TASK 2	TASK 3	TASK 4	TASK 9	
<b>2019</b>										
	SEPTEMBER	\$ 70,000	\$ 34,633							
	OCTOBER	\$ 70,000	\$ 74,933							
	NOVEMBER	\$ 70,000	\$ 34,633							
	DECEMBER	\$ 52,000	\$ 152,850							
<b>2020</b>										
	JANUARY	\$ 52,000	\$ 152,850							
	FEBRUARY	\$ 52,000	\$ 414,475							
	MARCH	\$ 52,000	\$ 379,842							
	APRIL	\$ 52,000	\$ 379,842							
	MAY	\$ 52,000	\$ 379,842							
	JUNE	\$ 52,000	\$ 261,625							
	JULY	\$ 52,000	\$ 261,625							
	AUGUST	\$ 95,000	\$ 261,625							
	SEPTEMBER	\$ 95,000	\$ 261,625							
	OCTOBER	\$ 95,000	\$ -							
	NOVEMBER	\$ 95,000	\$ -							
	DECEMBER	\$ 95,000	\$ -							
<b>2021</b>										
	JANUARY	\$ 95,000	\$ -							
	FEBRUARY	\$ 95,000	\$ -							
	MARCH	\$ 120,000	\$ -							
	APRIL	\$ 120,000	\$ -							
	MAY	\$ 120,000	\$ -							
	JUNE	\$ 120,000	\$ -							
	JULY	\$ 120,000	\$ -							
	AUGUST	\$ 120,000	\$ -							
	SEPTEMBER	\$ 120,000	\$ -							
	OCTOBER	\$ 111,260	\$ -							
	NOVEMBER	\$ 111,260	\$ -							
	DECEMBER	\$ 111,260	\$ -							



Reimbursable Expenses will vary month to month and are not shown on the FEE PAYMENT SCHEDULE

				SCHEDULE					
YEAR	MONTH	BASIC SERVICES	SPECIAL SERVICES	BASIC SERVICES	TASK 1	TASK 2	TASK 3	TASK 4	TASK 9
				TASK 6,7,8					
<b>2022</b>									
	JANUARY	\$ 111,260	\$ -						
	FEBRUARY	\$ 111,260	\$ -						
	MARCH	\$ 111,260	\$ -						
	APRIL	\$ 111,260	\$ -						
	MAY	\$ 111,260	\$ -						
	JUNE	\$ 111,260	\$ -						
	JULY	\$ 111,260	\$ -						
	AUGUST	\$ 111,260	\$ -						
	SEPTEMBER	\$ 111,260	\$ -						
	OCTOBER	\$ 111,260	\$ -						
	NOVEMBER	\$ 111,260	\$ -						
	DECEMBER	\$ 111,260	\$ -						
<b>2023</b>									
	JANUARY	\$ 111,260	\$ -						
	FEBRUARY	\$ 111,260	\$ -						
	MARCH	\$ 111,260	\$ 35,375						
	APRIL	\$ 111,260	\$ 35,375						
	MAY	\$ 111,260	\$ 35,375						
	JUNE	\$ 111,260	\$ 35,375						
	JULY	\$ 111,260	\$ 35,375						
	AUGUST	\$ 111,260	\$ 35,375						
	SEPTEMBER	\$ 111,260	\$ 35,375						
	OCTOBER	\$ 111,260	\$ 35,375						
	NOVEMBER	\$ 111,260	\$ 35,375						
	DECEMBER	\$ 110,460	\$ 35,375						

End of Exhibit C